

# **Valence Primary School Lettings Policy**

# Valence Primary School

## Lettings Policy

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### 1. Introduction

The Governing Body controls the use of the school premises both during and outside school hours except where there is a trust deed that allows a person other than the Governing Body to control the use of the premises, or where a transfer of control agreement has been made.

The Governing Body regards the school buildings and grounds as a community asset and will make every effort to enable them to be available for the delivery of extended services including community use.

The Governing Body welcomes the opportunity to work with partner organisations in extending the range of opportunities to help children and young people achieve their full potential by engaging with services meeting the wider needs of children, young people, families and the local community. The Governing Body acknowledges that extended services, including community services, support and compliment the main teaching and learning activity within the school and contribute towards raising standards. However, we would ask that partners note that schools, by their very nature, may be more constrained than many other organisations in responding to lettings requests.

A charge will normally be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the *actual* cost to the school of any use of the premises must be reimbursed to the school's budget where those activities are not directly aimed at raising pupil attainment and achievement.

### 2. Definition of a Letting

A letting may be defined as *“any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of ‘Weight Watchers’)”*.

A letting must not interfere with the primary activity of the school, which is to provide a high standard teaching and learning environment for all its pupils.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings, out of school hours learning / study support activities or any other extended services which support the raising of attainment and achievement, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

### 3. Charges for a Letting

The Governing Body is responsible for setting charges for the letting of the school premises. A charge may be levied in order to cover the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) - including “on-costs”;
- Cost of administration;
- Cost of “wear and tear”;
- Cost of public liability insurance
- Cost of use of school equipment (if applicable);

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations/partners involved.

The specific charge levied for each letting will be reviewed no less than annually by the Governing Body (or as delegated for Committee determination). This review will preferably take place during the spring term, for implementation from the beginning of the next financial year, with effect from 1st April of that year. Current charges will be provided in advance of any letting being agreed. A Charging Tariff may be established to ensure that access is affordable for particular individuals and groups.

#### **4. VAT**

In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions to this under certain circumstances).

#### **5. Management and Administration of Lettings**

The Headteacher is responsible for the management of lettings, in accordance with the Governing Body’s policy. The Headteacher may delegate all or part of this responsibility to other members of staff whilst still retaining overall responsibility for the lettings process.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, s/he will consult with the Chair of the Governing Body to determine the issue.

#### **6. The Administrative Process**

Organisations seeking to hire the school premises should approach the Finance and Business Director who will identify their requirements and clarify the facilities available. An **Initial Request Form** (a copy of which is attached to this policy) should be completed at this stage. The Governing Body has the right to refuse an application, and interested parties should be advised that no letting should be regarded as “booked” until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved by (or on behalf of) the Governing Body, a letter of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement. The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting as appropriate in accordance with the Governing Body's current scale of charges. *A £100 refundable cash deposit will be charged in addition to the hire fee.*

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All lettings fees, which are received by the school, will be paid into the school's main bank account, in order to offset the costs of services, staffing etc (which are funded from the school's delegated budget). Income and expenditure associated with lettings will be regularly monitored and reported to the Governing Body.

## **7. Public Liability and Accidental Damage Insurance**

As an alternative to asking each organisation to separately arrange public liability and accidental damage insurance (see terms and conditions), it is possible for the Governing Body to take out a single policy covering all lettings, and recoup the cost of the insurance premium via the lettings fee which is charged to individual hirers.

## **8. Child Protection -**

Any organisation submitting a lettings request involving working with children and/or young people must submit to the school a signed copy of their current Child Protection Policy.

This policy was agreed by governors on: 16<sup>th</sup> March 2017

This policy is due for review on : March 2018

# **TERMS AND CONDITIONS FOR THE HIRE OF THE SCHOOL PREMISES**

All terms and conditions set out below must be adhered to. The “Hirer” shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

## **Status of the Hirer**

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

If a particular letting involves contact with the school’s pupils or other young people then -

- Any organisation submitting a lettings request involving working with children and/or young people must submit to the school evidence that appropriate policies and procedures are in place with regard to safeguarding children and child protection and provide evidence to the school of DBS check relating to all staff and others working closely with children. The Governing Body will ensure that there are arrangements in place to liaise with the school on these matters.
- The Governing Body may require Disclosure Barring Service (DBS) checks relating to staff and other adults using school premises at a time when school pupils or other young people may be on site.
- The Governing Body may agree to obtain List 99 / DBS clearances on behalf of a hirer (DBS checks would require a minimum of a one half term advance notice).
- The Governing Body will require evidence of appropriate qualifications for hirers using facilities for specific activities
- Where the activity is for example an after school sports club, sports coaches must also follow the Local Authority Guidelines for Working in Schools.

## **Priority of Use**

The Headteacher or person with designated responsibility will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

## **Attendance**

The Hirer shall be responsible for ensuring that the number of persons using the premises does not exceed that for which the application was made and approval given.

## **Behaviour**

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

## **Public Safety**

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the Hirer must adhere to the correct adult/child ratios at all times. The hirer shall be informed of the maximum number of attendees for each venue at the time of hire application.

In the event of an emergency, all occupants must leave the school by the nearest exit and assemble at the venue area as advised to them by the hirer (*as detailed in the terms and conditions of hire document*). The hirer is responsible for familiarising themselves with emergency exits and must ensure that participants are aware of emergency evacuation procedures and assembly points. It is good practice to carry out emergency evacuation drills at suitable intervals. The hirer must, at all times whilst participants may be on site, have immediate access to participants' emergency contact details, and have access at all times to a mobile phone.

## **Own Risk**

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

## **Damage, Loss or Injury**

EITHER: The Governing Body has arranged appropriate public liability insurance to cover all legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. A pro-rata cost of the insurance premium has been included in the hire charge.

Neither the school, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the activities undertaken and supervision thereof during the letting of the premises.

## **Furniture and Fittings**

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

## **School Equipment**

This can only be used if requested on the initial application form, and if its use is approved by the Headteacher (*or other person with delegated responsibility*). Responsible adults must supervise the use of any equipment that is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use. Use of the schools resources, including telephones and photocopiers, is not included in a letting arrangement unless expressly agreed at the time of the letting. It should not be assumed that the school office may be available during the time of the letting and it is recommended that the hirer has access to a mobile phone to cover the event of an emergency.

## **Hirer's Equipment**

The hirer should state on the hire agreement any equipment he/she intends to bring into school. They are responsible for ensuring the suitability of the equipment and for ensuring that it is in good order. Bouncy castles will not be permitted. The use of deep fat fryers, hot plates and food mixers is prohibited.

Any electrical equipment brought by the Hirer onto the school site **MUST** comply with the Local Authority Code of Practice for Portable Electrical Appliance Equipment. Equipment must either have a certificate (Portable Appliance Test) of safety from a qualified electrical engineer or be inspected by, or on behalf of, the Local Authority. The intention to use any electrical equipment must also be notified on the application.

Any of the hirer's own equipment should be brought into / removed from school within the time booked.

## **Car Parking Facilities**

Subject to availability, the Hirer and other adults/visitors involved/attending the letting may use the school car parking facilities. Neither the school or the Local Authority will accept any responsibility in terms of damage, theft or loss of any car left in the car park during the hire period.

## **Toilet Facilities**

Access to the school's toilet facilities is included as part of the hire arrangements.

## **First Aid Facilities**

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, which may include the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. It is recommended that the hirer has access to a mobile phone at all times throughout the letting to cover any emergency event.

### **Food and Drink**

No food or drink may be prepared or consumed on the property without the direct permission of the Governing Body, in line with current food hygiene regulations. The kitchen facilities will be used for serving only. Use of cooking facilities is not permitted. All litter must be placed in the bins provided – with due regard being given to school recycling facilities.

### **Intoxicating Liquor/Drugs**

No intoxicants/drugs shall be brought on to or consumed on the premises. Any person thought to be under the influence of alcohol or drugs will be refused admittance.

### **Smoking**

The whole of the school premises is a non-smoking area, and smoking is not permitted within school buildings or on school grounds at any time.

### **Suitable footwear**

Suitable footwear should be used. No stiletto or any type of thin heel is to be worn. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

### **Copyright or Performing Rights**

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Local Authority against all sums of money which the Local Authority may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

### **Sub-letting**

The Hirer shall not sub-let the premises to another person.

### **Charges**

Hire charges are reviewed annually and current charges are set out in the ***Hire Agreement***.

### **Variation of Scales of Charges and Cancellations**

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Governing Body on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days notice is given by either party to the hire arrangement. The hirer may be



charged for the letting if insufficient notice (i.e. less than 28 days) is given to cancel the hire agreement. It is the hirer's responsibility to notify participants (parents where participants are of school age), preferably in writing, of any changes in dates or venues at least one week in advance.

**To cancel a block booking (e.g weekly netball ) we require half a fortnights notice or charges will be levied for the full term.**

**To cancel a one off booking, we will require 48 hours' notice or the full price per hour will be paid.**

### **Payment for letting**

The person applying to hire the premises will be invoiced for the cost of the letting in accordance with the Governing Body's current scale of charges. Payment must be received by the school either prior to or on the date of the letting taking place. The hirer will be subject to an administration fee for late payment, again, in accordance with the Governing Body's current scale of charges.

The rates for hire are as follows:

**For one off bookings the charge is £50.00 per hour on weekdays or £75.00 per hour at weekends.**

**For regular block bookings (e.g pilates or weight watchers) the charge is £50.00 per hour**

**A £100.00 refundable cash deposit will be charged for all bookings. This will be refunded \*less any charge for damages\* after the hire date.**

Payment is by invoice in advance of the hire date.

### **Security**

The Governing Body will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys must not be passed to any other person without direct permission of the Governing Body of the school.

### **Right of Access**

The Governing Body reserves the right of access to the premises during any letting. The Headteacher (or delegated officer) or members of the Governing Body or appropriate Delegated Committee, may attend to monitor activities from time to time.

**Conclusion of the Letting**

The hirer shall, at the end of the hire period, leave the accommodation in a clean and tidy condition to the standard that the hall was in at the beginning of the hire period. All equipment being returned to the correct place of storage. All rubbish will be removed. If this condition is not adhered to, an additional charge may be made. (See notes on cash deposit under 'payment for letting')

**Vacation of Premises**

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until a responsible adult collects them.

**Promotional Literature/Newsletters**

A draft copy of any information proposed for distribution which contains any reference to the school must be sanctioned by the Headteacher (or delegated officer) at least one week prior to proposed distribution by the hirer.

# RISK ASSESSMENT: Lettings and Users of educational premises

## Introduction

Responsibilities for short-term hiring or leasing and for shared use of educational premises have been set out in the school's Lettings Policy. When the premises are used for purposes not under the direction of the Headteacher, the health and safety responsibility lies with those in charge of the activities conducted within the building and this is established as part of the Contract or Hire Agreement. The Headteacher (or delegated member of staff) will ensure that hirers and others who use the school premises are aware of their responsibilities and carry out their operations in such a manner that all statutory and advisory safety requirements are met. When the school premises or facilities are used either in or out of normal school hours for a school-sponsored activity the organiser of the activity will be responsible to the Headteacher for meeting these requirements.

The key areas that Hirers or Organisers of activities should include in their Risk Assessment include:

- Use of an appropriate safe place for the activity to take place including safe means of entry and exit;
  - o Appropriate policies and procedures with regard to safeguarding children and child protection;
- Use of safe equipment, plant and systems of work that are appropriate to safe and healthy working conditions (or safe execution of the activity);
  - o Safe arrangements for the handling, storage, movement of articles and substances including Personal Protective Equipment if required;
- Supervision, training and instruction so that the activity can be performed in a safe and healthy manner;
  - o Sufficient provision for accident (first aid) and welfare.

Hirers or Organisers of activities are expected to evidence that their organisation has appropriate Insurance cover, Risk Assessment and DBS clearance for the activity to take place on school premises. A signed Lettings Agreement sets out binding Conditions of Hire. The school will provide a copy of this Risk Assessment, instructions for Discovery of Fire and Emergency Evacuation. A plan of the school will also be supplied.

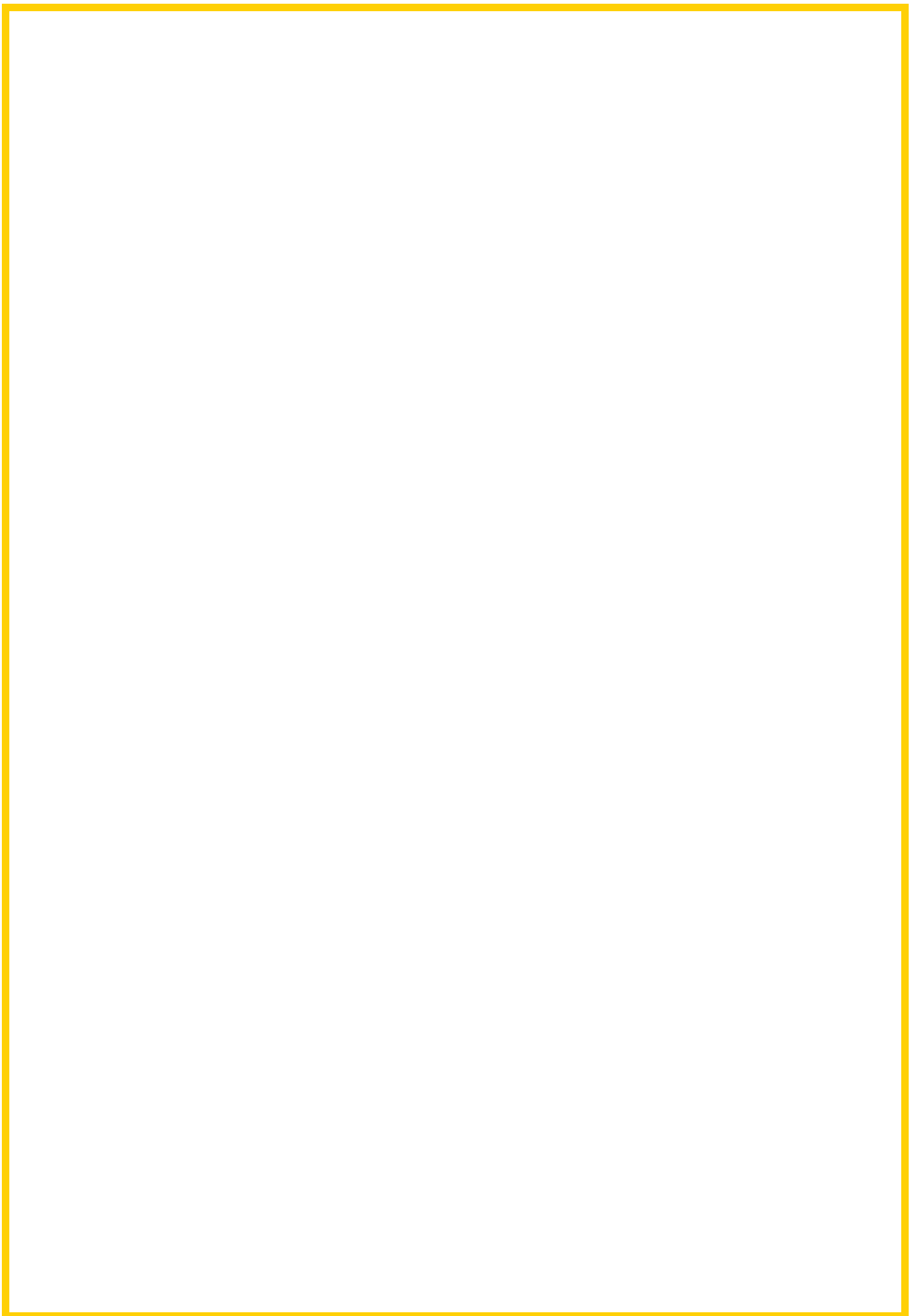
## Review and Revision

The following hazards have been identified as likely to arise on school premises during a letting of school premises. Review is on-going as part of the Governors Security and Health and Safety Audits. Therefore, where other hazards are identified, they will be added to this Risk Assessment and control measures prioritised and implemented.

Monitoring of the control measures devised from the risk assessment will need to be undertaken to ensure that they are working in practice. The behaviour of both organisers and participants during the Hire Period on school premises must also be monitored. Any deviation from the agreed control measures must be dealt with to ensure that safety is maintained on school premises.

Hazard	Who may be harmed	Control measures
Fire risk	<ul style="list-style-type: none"> <li>Any person organising or participating in an activity not under the direction of the Headteacher</li> </ul>	<ul style="list-style-type: none"> <li>Valence Primary School has completed a <b>Fire Risk Assessment</b> of the building</li> <li>Emergency Exits are well signposted around the building and must not be locked or obstructed;</li> <li>Emergency Equipment (eg fire extinguishers) are serviced as per Statutory requirement;</li> <li>A Fire Alarm Call Point is accessible in all areas;</li> <li>The whole school site is a No Smoking area;</li> <li>Hirers and school staff organising activities are instructed in Emergency Evacuation procedures and are responsible for making all participants aware of Emergency Evacuation procedures at the start of each Hire period;</li> <li>Hirers and school staff organising activities will have access to a mobile telephone at all times</li> </ul>
Vehicle and Pedestrian accident	<ul style="list-style-type: none"> <li>Pedestrians arriving or leaving site</li> <li>Drivers arriving or leaving site either as participants or to drop off or collect participants</li> <li>Organisers of activities loading or unloading equipment for the event</li> </ul>	<ul style="list-style-type: none"> <li>Organisers should load/unload equipment from an appropriate area not in conflict with pedestrian movement</li> <li>Drivers must exercise extreme caution when pedestrians are in the same area;</li> <li>Pedestrians must be encouraged (or supervised) to behave in a sensible manner when arriving or leaving the premises;</li> <li>Drivers arriving to drop off or collect participants should be made aware of possible congestion problems and encouraged to park their vehicles a short distance away from the school;</li> </ul>
Accident resulting from unsafe equipment, plant or systems of work used in the event/activity	<ul style="list-style-type: none"> <li>Organisers</li> <li>Participants</li> </ul>	<ul style="list-style-type: none"> <li>Valence Primary School completes a <b>Risk Assessment</b> specific for each school event/activity organised</li> <li>School activities are Co-ordinated by a member of staff and are approved by the Headteacher;</li> <li>All plant and school equipment is regularly serviced and tested as per Statutory requirement;</li> <li>Hirers use school equipment only by prior agreement and at their own risk;</li> <li>Hirers should complete a risk assessment for the event/activity;</li> <li>Hirers should ensure that their equipment is well maintained and appropriate to the task being undertaken;</li> <li>Staff should be aware of risk (i.e. safe working at heights, manual handling) and instructed accordingly to minimise risk;</li> <li>Personal Protective Equipment (i.e. gloves, goggles etc) should be used as recommended;</li> <li>Staff should be trained or instructed in the operation of equipment;</li> <li>Staff should be trained so that the activity can be performed in a safe and healthy manner</li> </ul>

Hazard	Who may be harmed	Control measures
Slips, Trips and Falls	<ul style="list-style-type: none"> <li>• All</li> </ul>	<ul style="list-style-type: none"> <li>• Valence Primary School has completed a <b>Slips, Trips and Falls Risk Assessment</b></li> <li>• All spillages must be immediately marked with a yellow Hazard sign and cleaned up at the first opportunity;</li> <li>• Staff/Hirers will find yellow Hazard Warning signs in the cleaners cupboard;</li> <li>• Any hazards or obstructions such as trailing cables must be minimised and clearly hazard marked;</li> <li>• Any new hazards identified should be notified to the school if the concern cannot be completely addressed during the Hire period</li> </ul>
Inadequate supervision or welfare related incidents	<ul style="list-style-type: none"> <li>• Organisers</li> <li>• Participants</li> <li>• Members of the public i.e. families of participants</li> </ul>	<ul style="list-style-type: none"> <li>• Organisers are responsible for the behaviour of all participants in the event/activity;</li> <li>• Organisers must make all participants aware of the limits of the activity within the building;</li> <li>• Organisers must take all measures necessary to ensure that the permitted number of persons using the hired premises is not exceeded;</li> <li>• Organisers have the responsibility to obtain DBS clearance for all activities involving children;</li> <li>• Organisers must make arrangements to provide for first aid cover and have information available for Emergency Contact and known medical conditions of participants;</li> <li>• Staff: children ratios must be appropriate for the activity to ensure the activity can be performed in a safe and healthy manner and that welfare issues can be addressed;</li> <li>• Organisers must ensure they know who is on site at any time and must have a procedure in place to ensure everyone is off site at the end of the activity.</li> </ul>
Security of the premises and safety of persons using the premises	<ul style="list-style-type: none"> <li>• Organisers</li> </ul>	<ul style="list-style-type: none"> <li>• Organisers have the responsibility to ensure the security of the premises at all times during the hire period;</li> <li>• Organisers will be aware that the named Key-holder has signed responsibility for security and that the key must not be passed onto any other person until it is returned to the school office;</li> <li>• Staff should maintain a procedure to reduce the risk of intruders onto the site by keeping exterior doors closed unless in sight at all times;</li> <li>• Intruders onto the site should be challenged only where there is no perceived risk to the challenger, otherwise the Police should be called. All incidents of intruders onto the site must be notified to the school;</li> <li>• Organisers should ensure electrical equipment and lighting is switched off or unplugged before securing the building;</li> <li>• Organisers have the responsibility to ensure the premises are left in a secure condition on completion of the Hire period or activity/event;</li> <li>• Organisers should ensure that they have made arrangements for the safety of the first person to arrive on site and the last person to leave (generally the Key-holder) in the context of the Lone Worker.</li> </ul>



# VALENCE PRIMARY SCHOOL LETTING - INITIAL REQUEST FORM

Please read the term and conditions of hire before completing this form.

Name of Applicant: .....

Address: .....

Telephone Number: .....

Name of Organisation: .....

Activity of Organisation: .....

Details of Premises Requested (Hall, Playground, Field etc):.....

Day of Week Requested: .....

*First choice:* .....

*Second choice:* .....

*Third choice:* .....

Start Time: .....

Finish Time: .....

*(please allow time for your preparation and clearing up)*

Dates Required: .....

Use of School Equipment (please specify your request): .....

Details of any equipment to be brought (including electrical equipment):.....

Maximum Number of Participants: .....

Age Range of Participants: .....

Number of Supervising Adults (where applicable): .....

Relevant Qualifications of Supervising Adults: .....

Where applicable have List 99 and/or Disclosure Barring Service (DBS) checks been carried out?  
When? By Whom?

Please provide evidence in the form of original documentation (not photocopies)

.....

Does the Hirer have appropriate policies / procedures to ensure the safeguarding and child protection? Please provide copies of all relevant information.

.....

*Dates during the year when the Hall will be unavailable due to school use or closure will be issued at the beginning of the school year in September. These dates may be subject to change, but prior notice will always be given if the premises become unavailable due to unforeseen circumstances.*

The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out by producing the schedule of insurance cover (*see Terms and Conditions for further details*).

The Hirer confirms that arrangements are in place with reference to First Aid and they have understood the fire and emergency evacuation procedures (*see Terms and Conditions for further details*).

The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment (*see Terms and Conditions for further details*).

Any other relevant information: .....

***I confirm that I am over 18 years of age, and that the information provided on this form is correct. THIS REQUEST IS NOT AGREED UNTIL APPROVED BY THE GOVERNING BODY OF VALENCE PRIMARY SCHOOL. A £100 refundable deposit will be charged before the hire date.***

***Signed: ..... Date: .....***



# VALENCE PRIMARY SCHOOL HIRE AGREEMENT

1. The Governing Body of *Valence Primary School* agrees to the following hire arrangements:
2. The Hirer: .....  
Address: .....  
  
Telephone : .....
3. Areas of the School to be Used: .....
4. Specific Nature of Use: .....
5. Maximum Attendance: .....
6. Details of any School Equipment to be Used: .....
7. Date(s) of Hire: .....
8. Period(s) of Hire: .....
9. Fee (*specify per hour or per session*): £ .....
10. The Governing Body agree to hire the premises to the Hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified.
11. The Hirer accepts all the conditions of hire as set out in the attached Terms and Conditions document.
12. The Hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to ensure that suitable insurance cover is in place for any loss, damage or injury.

£100.00 cash deposit paid:

Receipt Number:

Deposit taken by : (Valence staff member)

**Signatures:** ..... (The Hirer)

.....(On behalf of the Governing Body)

**Date:** .....