



Ashlands Primary School Lettings Policy

"Where every child has the chance to shine"

1. Introduction

The Governing Body controls the use of the school premises both during and outside school hours. It 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 and families within 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.

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);
- Cost of administration
- Cost of "wear and tear"
- Cost of insurance (if the school has arranged its own public liability insurance – see terms and conditions p 5)
- Cost of use of school equipment (if applicable)
- Profit element (if appropriate).

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 by a delegated Committee). Current charges will be provided in advance of any letting being agreed.

4. 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 (e.g. person with responsibility for extended services / community development), 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 or Chair of a Governing Body Committee which has been given delegated authority to determine the issue on behalf of the Governing Body.

5. The Administrative Process

Organisations seeking to hire the school premises should approach the Headteacher or other designated member of staff 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.

School will supply the hirer with copies of:

- Positive Behaviour Policy
- Anti Bullying Policy
- Child Protection Policy
- CCTV policy
- Emergency Evacuation Plan
- Invacuation Policy
- GDPR Staff, Governors and Volunteers Policy

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 independent bank account, in order to offset the costs of services, staffing etc (which are funded from the school's delegated budget).

6. Public Liability and Accidental Damage Insurance

Each organisation should arrange public liability and accidental damage insurance (see terms and conditions).

7. Child Protection and the Prevent Duty

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.
- Ensure that any persons delivering the club has a completed DBS check for working with children and that the school has seen the original document.
- It is recommended that each organisation ensures that the person delivering the club is first aid trained.

All Hirers must state the purpose of the hire. Each application will be vetted and any concerns will be reported to the Headteacher prior to approval.

When determining whether to approve an application, the Headteacher will consider the following factors:

- The type of activity
- Possible interference with school activities
- The availability of facilities
- The availability of staff
- Health and safety considerations
- The school's duties with regard to the prevention of terrorism and radicalisation
- Whether the letting is deemed compatible with the ethos of the school

An application will not be approved if it:

- Is aimed at promoting extremist views.
- Involves the dissemination of inappropriate materials.
- Contravenes the statutory Prevent duty.
- Is likely to cause offence to public taste and decency (except where this is, in the opinion of the Headteacher, balanced or outweighed by freedom of expression or artistic merit).

The Headteacher will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the

dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.

Where an individual or group is found to be promoting views in contravention of the school's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, and liable on summary conviction to a fine. In addition, the school will contact the relevant agencies/police who will remove the person or group from school premises.

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 criminal record check (DBS) relating to all staff and others working closely with children.
- The Governing Body may require criminal records checks (DBS) 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 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.

The Hirer, where the letting includes children of the school eg after school sports club is also responsible for the provision of an attendance register in case of fire or cancellation of the club at short notice.

Children should be dismissed from after school clubs from the door to the playground near the head teacher's office by the organiser of the club. It is the organiser's responsibility to ensure that all children are dismissed to their parent / carer and that children attending After School Club (Saplings) are returned there before leaving the school premises.

The club is required to have up to date emergency contact details in the event that parents need to be contacted

It is the hirer's responsibility to ensure the child's safety whilst the club is in session.

It is the hirer's responsibility to ensure to inform parents if the club is cancelled at short notice in the event of poor weather, staff illness or any other reasons.

Behaviour

The school's behaviour and anti-bullying policy applies to all out of school activity sessions. Expectations of behaviour will be as high as during normal school hours.

The Hirer is 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 for the activity at all times.

In the event of an emergency, all occupants must leave the school by the nearest exit and assemble at the muster point as advised in the school's Fire evacuation Procedures. The Hirer is responsible for familiarising themselves with emergency exits and must ensure that participants are aware of emergency evacuation procedures and assembly points. 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 (for emergency use only).

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.

Fire Safety, emergency evacuation and invacuation

It is the hirers responsibility to ensure that they, and of their employees, familiarise themselves with the school's evacuation procedures and where the nearest fire evacuation points are.

In the event of an evacuation, it is the hirers responsibility to ensure the children in their care are evacuated safely from the building onto the school playground and that all children are accounted for.

The hirer should also familiarise themselves with the schools Invacuation Policy.

The hirer must have an accurate register of children attending their club for these purposes.

Damage, Loss or Injury

The Hirer warrants to the Governing Body that it has appropriate public liability insurance to cover all its 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. The minimum limit for this insurance cover is £5 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

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.

Equipment should be put away at the end of the session and the room left in a tidy condition.

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.

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 unless prior agreement has been sought from the school. If this is not done, the Governors will be entitled to remove and dispose of such items and the Hirer will pay the cost of removal on demand.

IT equipment e.g. memory sticks may not be uploaded to the school network without prior approval from the school's IT Manager or Headteacher.

Car Parking Facilities

Subject to availability, the Hirer and other adults/visitors involved/attending the letting may use the school car parking facilities when out of school hours. Neither the school nor 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.

Accidents and First Aid

Any accident occurring during the letting should be recorded and school informed. Any accident which takes place involving school property needs to be reported to the Site Manager.

The club is required to have up to date emergency contact details and details of medical conditions / allergies for children who attend the club. The club organisers

should familiarise themselves with the location of epipens and inhalers held in school.

First Aid should be administered by the organiser's qualified First Aider in the first instance and any incident should be logged in the school's First Aid Book and/or the parents informed.

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. Applications to use the school kitchen need to be put in writing and will be assessed by Head of Catering. 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.

Mobile Phones

The use of mobile phones is not permitted anywhere on the school premises. If you need to make a call you must leave site to do this.

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 as this type of footwear can damage the floor surface. If activities involve outdoor use, participants should ensure footwear is cleaned or removed before re-entering the premises.

Lost Property

Children's belongings etc left behind should be placed in Lost Property and the school office notified.

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 will be invoiced by the school.

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 at least an annual basis). The Hirer may cancel the letting, provided that at least 28 days notice is given 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. The School Governors have the right to cancel any letting, in which case a proportion of the charges for the letting period will become refundable.

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 the letting taking place or within 14 days of the date of the invoice. The Hirer will be subject to an administration fee for late payment, again, in accordance with the Governing Body's current scale of charges.

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 or their nominated representative (usually the Site Manager) 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 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 designated adult collects them. The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional charge may be made.

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.
- No slogans, advertisements, flags, emblems or decorations shall be attached to the outside of school premises whether fixed or freestanding.
- Any photographs or advertising on any form of media should not identify the school without prior permission from the school.
- No photographs of children should be put on any form of media, social or otherwise without prior permission from the parent and the school.
- The club organisers are responsible for all communications with parents. School will send letters out to parents via Arbor on behalf of the club organisers, an electronic copy should be sent to the school office via email.

Payment of club attendance fees

It is the hirer's responsibility to:

- collect attendance fees from parents in line with their own payment terms and conditions and their banking. Cheques from parents should be made payable to the club not the school.
- The hirer has the right to refuse entry to a club where there is historic bad debt and / or behaviour in line with their own payment and behaviour policies
- It is the responsibility of the club organisers to chase any non-payment of fees, refused cheques or any other financial issues. Any fees returned to the school by parents will be held in the school office for the club organisers to collect at a time convenient to them.

The Policy was agreed by the governors: May 2021

Review Interval: Every 4 years

Next Reviewed: May 2025



School Letting – Initial Request Form

Name of Applicant:

Address:

Telephone Number:

Name of Organisation:

Activity of Organisation:

Details of Premises Requested (Hall, Playground, Football Pitch 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:

Relevant Qualifications of Supervising Adults:

.....
Where applicable have 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 can be obtained from the school office . 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*).

The Hirer agrees to indemnify the school for any loss arising out of a break of this agreement.

Any other relevant information:

.....
I confirm that I am over 18 years of age, and that the information provided on this form is correct. I have read the terms and conditions of Hire and agree to abide by them

Name..... **Position in Company**

Signed: **Date:**



The Hire Agreement

1. The Governing Body of Ashlands Primary School
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. Session Fee : £ 10.....
Initial Administration Fee£20.....
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.

Signatures: (The Hirer)

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