

Lettings Policy

Adopted by Finance & Premises Committee on behalf of the
Governing body: Spring 2020



St. Peter's School
A Church of England Primary School

For the children to realise their
God-given gifts and talents, and
grow following the example of Jesus
*Matthew 19:26- But Jesus looked at them
and said, "With man this is impossible
but with God all things are possible"*

We are committed to safeguarding and ensuring the health, safety and well-being of all pupils in accordance with safeguarding procedures and guidance for staff outlined in the school's Health and Safety, Child Protection, Security and Safeguarding policies.

LETTINGS POLICY

The hiring of the school buildings by external organisations is a valuable means of raising money to enhance the school's budget. It is important, therefore, that there should be a clear policy, agreed by the Governing Body, which

- (a) lays down the criteria for the approval or otherwise of a request for hire and
- (b) gives guidance on the appropriate level of charges to be made for the hiring of specific areas of the school buildings.

Criteria for the approval of requests for hire

1. Applications received from the following groups will normally be approved automatically:

- a) Any school related organisation
- b) Adult education courses
- c) Local Community Groups that satisfy appropriate conditions relating to supervision and organisation.
- d) Language schools in so far as any request does not adversely affect the teaching and learning of pupils of the school.
- e) Requests from established Youth Groups (e.g. Girls Brigade).
- f) Individuals who wish to hire the premises for a family event or community activity/meeting.

2. Applications from the following groups will be considered on their merits and may be referred to the Governing Body for approval:

- a) Requests which involve the consumption of alcoholic drinks on the premises.
- b) Religious groups.
- c) Organisations seeking hire of school for profit making purposes.

3. Applications from the following groups will normally not be approved:

- a) Political or quasi-political groups.

4. The Governing Body reserves the right to disapprove without reason any request made for the hire of the school premises.

We are a safeguarding school and put the welfare of children first. All extended schools providers will provide a Disclosure and Barring Service (DBS) check and a certificate showing the appropriate level of public liability insurance is in place.

FINANCIAL ACCOUNTING

1. All letting agreement forms to be sequentially numbered, correctly authorised and accounted for.
2. An invoice should be issued for all lettings where a charge applies.
3. A receipt should be issued to the Hirer when cash payments are received. Receipt to include date, amount and invoice number to which it relates.
4. Income, when processed in RM Finance, should be referenced to the relevant invoice number.

LETTINGS CHARGES

Commercial	£45ph (£20 to Budget/ £25 to Governors)
Community & Parents of pupils attending St Peter's	£25ph (£19 to Budget/£6 to Governors)
Employees of St Peter's	£15ph first hour, £10ph thereafter (all to Budget)
St Peter's Church	Free of charge
Before/after school clubs	Free of charge – subject to conditions detailed in point 12 of Section A: Hirer's Responsibilities Commercial and Before/After School Club Hire

**CONDITIONS GOVERNING THE LETTING OF
ST PETER'S C OF E PRIMARY SCHOOL**

Please read either Section A or Section B as applicable in addition to the general conditions listed below.

General

- 1 The Headteacher and the School Governors are responsible for approving the hiring of school premises ('the Hire') and applications in the first instance should be made to the Headteacher. The School Governors have appointed a responsible person to approve all lettings applications.
- 2 If the School is required for urgent official or academic reasons the School reserve the right to cancel the Hire. Should this occur, the Hirer will be reimbursed the Hiring fee.
- 3 All documentation required and as specified on the Safeguarding Children Checklist (see Appendix 1) should be presented by the Hirer before the Hire takes place.
- 4 For Commercial Hirer and before/after school clubs, Disclosure and Barring Service (DBS) certificates must be produced for the Hirer and any helpers.
- 5 No alterations must be made to the school structure, fixtures or fittings. No nails, tacks, screws etc shall be driven into or adhesive fixed to any of the walls, floors, ceilings, furniture or fittings. Notices must only be fixed to notice boards provided. School furniture shall not be moved except by arrangement with the Headteacher.
- 6 The Kitchen may only be used where prior approval has been given.
- 7 The Hirer shall vacate the premises by no later than midnight.
- 8 Alcoholic beverages must not be sold or consumed on the premises unless the Headteacher has given specific prior written approval. Should such approval be given the Hirer must obtain the necessary licence, which must be produced, to the Headteacher prior to the Hire taking place.
- 9 The Hirer must comply with the smoke free legislation, which came into effect on 1 July 2007. Failure to comply may result in a fine for both the Hirer and the school. Smoking is not allowed anywhere on the School premises.

Michael Van Klink 13/2/2019 08:19

Comment [1]: There is only one place to sign no A or B? I think what you are trying to say is that Commercial Hires are "A" and Community hires are "B" but its not clear or labelled as such. Nevertheless I think the sentence should say something like "Please read either Section A or B as applicable in addition to the General conditions and sign"

- 10 Occupancy limits must not be exceeded.
- 11 Whenever organisations are permitted to use the school swimming pool, since the depth of water exceeds 1 metre, a qualified life-saver and one other adult who shall also be a swimmer, shall be in attendance throughout the whole period of hire.

Section A: Hirer's Responsibilities - Commercial and Before/After School Club Hire

- 1 The Hirer must produce event documentation to include a risk assessment and emergency action plan of the Hire. This documentation must include details of health and safety issues relating to the nature of the hire including arrangements for first aid, supervision, communication, crowd control, use of equipment, traffic management and emergency procedures, appropriate to the nature of the hire. The Hirer undertakes to follow any recommendations arising out of such Risk Assessment prior to the hire. Further guidance on risk assessments is available from the HSE website: <http://www.hse.gov.uk>
- 2 The School reserves the right to undertake regular checks of the Hire of the Premises by the Hirer and any recommendations made by the School following such checks will be undertaken without delay by the Hirer. Failure to comply may result in termination of the hire arrangements.
- 3 If the Hirer wishes to cancel the Hire it must be notified in writing to the Headteacher at least one week before the Hire is due. In the event of the Hirer failing to give such notice the Hiring Fee will be non-returnable. Any preparation work carried out for the Hirer will be paid for by the Hirer.
- 4 The Hirer must be in attendance at all times and must provide and exercise adequate supervision throughout the Hire to prevent:
 - (a) Damage to the buildings, grounds, fixtures, fitting and equipment; and/or
 - (b) Excessive noise and/or nuisance to local inhabitants
 - (c) Ensure that provisions for safety including recommendations identified through risk assessment are carried out

The Hirer will meet the cost of making good any damage caused.
- 5 Adequate insurance will be affected by the Hirer to cover the liability in respect of the Hire. In respect of public liability insurance cover the Hirer shall affect the policy with a minimum indemnity of £5,000,000 in respect of any one incident.
- 6 In the event of any injury, damage or loss being sustained, suffered or incurred by the Hirer or any other person, the Hirer shall accept full responsibility and shall indemnify the School from all costs, including claims, demands and expenses arising therefrom save where any injury, damage or loss or to any claim arising therefrom was caused by the negligence of the School, or any servant or representative from the School, in which circumstances, the School will indemnify the Hirer from all costs, claims, demands and expenses arising therefrom.

- 7 In the event of any damage done to or loss or property suffered or incurred by the Hirer, the Hirer shall accept full responsibility therefor and shall indemnify the School from all costs, claims, demands and expenses arising therefrom save where any damage or loss or to any claim arising therefrom was caused by the negligence of the School or any servant or representative of the School in which circumstances the School will indemnify the Hire from all costs, claims, demands and expenses arising there from.
- 8 The school will not be responsible for the safety of any goods or articles of any kind that may be brought into or left on the Premises by the Hirer and/or any of his servants or representatives while on the Premises for the purposes of the Hire.
- 9 The School reserves the right to cancel the agreement if, in the opinion of the School, damage may be caused to the Premises; or if by flood, storm, fire or other cause beyond the School's control the Premises shall be rendered unfit for use; or if the School considers it necessary to close the Premises for the purpose of executing urgent repairs or alterations; or if, in the opinion of the School, it is in the public interest that the Premises should be closed for any reason.
- 10 The Hirer is responsible for providing a person/persons who is/are capable of administering First Aid. The school will make the Hirer aware of the location of the First Aid facilities.
- 11 It is the Hirer's responsibility to ensure children do not have any allergies to snacks given during the club session. If requested, the office can also check school records. No nuts or nut products are allowed on school premises.
- 12 If running classes straight after school which involve children from our school:
- Hirers must be on the school premises before the end of the school day to set up, ready to meet children at the end of the school.
- Hirers must offer free places (1 free place 1-12 children, 2 free places 13 children upwards per session) to children who have free school meals and other children whose circumstances suggest they would particularly benefit e.g. a gifted and talented child or a child eligible for Pupil Premium.
- Classes being held within the school can only take place during term-time and excludes in-service training days when the school is closed (please see School website for term dates).
- Children must be collected promptly by their parents/carers at the end of the session as there are no facilities for minding children after school. It is the Hirer's responsibility to take care of children until their parents/carers arrive.
- Children must be appropriately supervised when using the toilet facilities.
- Children must be suitably attired for the club/class they are attending.
- 13 The premises must be left clean and tidy after use. Lights and electrical equipment must be switched off, all windows must be closed and the exit doors locked. The outside pedestrian gates must also be locked upon leaving. The cost of any additional cleaning found to be necessary will be met by the Hirer.
- 14 Public performances, entertainment, performance of music, singing or dancing to which members of the public are admitted are not permitted unless prior written permission has

been obtained from the Headteacher who will determine that the School premises are adequately licensed for those purposes.

- 15 The Hirer is responsible for any waste generated by the activity of the hire and must dispose of it appropriately and in accordance with Environmental Protection Act 1990.
- 16 The onus is on the Hirer to ensure that any electrical equipment brought onto school premises is in safe working order. The Hirer will be held liable for any damage caused by faulty equipment.
- 17 Animals must not be brought onto the School grounds, playground or into any buildings, with the exception of guide dogs for the visually impaired.
- 18 All information in relation to the School must remain confidential.
- 19 Photocopying of leaflets or posters must be undertaken by the Hirer. Photocopying is available on request through the School Office and is chargeable per copy made.

Section B: Hirer's Responsibilities - Community/Parents/Employees/Church

- 1 The Hirer is responsible for conducting their own risk assessment prior to the event.
- 2 The School reserves the right to undertake regular checks of the Hire of the Premises by the Hirer and any recommendations made by the School following such checks will be undertaken without delay by the Hirer. Failure to comply may result in termination of the hire arrangements.
- 3 If the Hirer wishes to cancel the Hire it must be notified in writing to the Headteacher at least one week before the Hire is due. In the event of the Hirer failing to give such notice the Hiring Fee will be non-returnable. Any preparation work carried out for the Hire will be paid for by the Hirer.
- 4 The Hirer must be in attendance at all times and must provide and exercise adequate supervision throughout the Hire to prevent:
 - (a) Damage to the buildings, grounds, fixtures, fitting and equipment; and/or
 - (b) Excessive noise and/or nuisance to local inhabitants
 - (c) Ensure that provisions for safety are carried out

The Hirer will meet the cost of making good any damage caused.
- 6 The school will not be responsible for the safety of any goods or articles of any kind that may be brought into or left on the Premises by the Hirer and/or any of his servants or representatives while on the Premises for the purposes of the Hire.
- 7 The School reserves the right to cancel the agreement if, in the opinion of the School, damage may be caused to the Premises; or if by flood, storm, fire or other cause beyond the School's control the Premises shall be rendered unfit for use; or if the School considers it necessary to close the Premises for the purpose of executing urgent repairs or alterations; or if, in the opinion of the School, it is in the public interest that the Premises should be closed for any reason.
- 8 The Hirer is responsible for ensuring there is/are a person/persons who is capable of administering First Aid. The school will advise them of the location of First Aid facilities.
- 9 It is the Hirer's responsibility to ensure children do not have any allergies to snacks or food given during the Hire session. No nuts or nut products are allowed on school premises.
- 10 The premises must be left clean and tidy after use. Lights and electrical equipment must be switched off, all windows must be closed and the exit doors locked. The outside pedestrian

gates must also be locked upon leaving. The cost of any additional cleaning found to be necessary will be met by the Hirer.

- 11 Public performances, entertainment, performance of music, singing or dancing to which members of the public are admitted are not permitted unless prior written permission has been obtained from the Headteacher who will determine that the School premises are adequately licensed for those purposes.
- 12 The Hirer is responsible for any waste generated by the activity of the hire and must dispose of it appropriately and in accordance with Environmental Protection Act 1990.
- 13 The onus is on the Hirer to ensure that any electrical equipment brought onto school premises is in safe working order. The Hirer will be held liable for any damage caused by faulty equipment.
- 14 Animals must not be brought onto the School grounds, playground or into any buildings, with the exception of guide dogs.
- 15 All information in relation to the School must remain confidential.
- 16 Reprographics machines, computers and TV/audio equipment belonging to the school must not be used.

Security and Safeguarding of Children and Young People

- 1 Schools follow best practice in implementing a child protection policy including Disclosure and Barring Service (DBS) checks of adults who work with children in school. Therefore, any organisation hiring school premises, if working with children and young people, will be expected to present the documentation requested on the Safeguarding Children Checklist (see Appendix 1)
- 2 If the organisation is not able to present listed documentation, the School will not enter into a Hire Agreement.

Fire Precautions

1. The Hirer should be provided with a copy of the school's Emergency Evacuation Plan.
2. The Hirer must be in attendance at the scene of the activity during the whole time that the premises are open to the public and during this time an adequate number of competent attendants shall be on duty. The Hirer or his appointed representative shall not be engaged in any duty that will prevent his overall supervision of the Hire.
3. The Hirer must ascertain and comply with any special fire precautions or requirements contained in music, singing and dancing, theatres, or any other licences appropriate to the intended use of the premises. A fire risk assessment must be completed to cover all activities that will take place for the duration of the hire to satisfy the requirements of current fire safety legislation. This must be made available to the responsible person of the building. The use of pyrotechnics and special effects are not permitted without express permission of the Headteacher and are subject to specific risk assessment. Fire authority approval may also be necessary.
4. Seating, gangways and passages shall be provided as approved by the responsible person acting on behalf of the School.
5. All gangways, corridors, fire escape routes and external passageways intended for entrance and exit shall be kept entirely free from obstruction.
6. All exit doors must be accessible during the whole time the public are on the premises.
7. The Hirer must familiarise themselves with the position of a telephone for summoning assistance, fire alarm system, escape routes, operation of any door opening devices, the location of the assembly point and fire-fighting equipment. Fire-fighting equipment should

only be used in life threatening situations and should only be used by trained people. A nominated person should be responsible for using the fire-fighting equipment, if necessary. The responsible person for the site should be consulted on any additional equipment necessary where stage performances or exhibitions are intended.

Materials

1. Mats or other floor coverings shall be secured to prevent rucking.
2. Flammable materials are not to be used for the decoration of the premises unless such materials have been rendered flame retardant and are maintained as such. No naked flames can be used (e.g. candles, tealights etc)
3. No hazardous substance/s shall be brought onto school premises unless the Control of Substances Hazardous to Health Regulations have been complied with in terms of material safety data sheets, COSHH risk assessment, and necessary controls and training are in place and must be agreed by the Headteacher.
4. No hazardous substances can be stored at the school by the Hirer. Only sufficient quantities required for the activity should be brought to the site and all hazardous materials should be removed at the end of the activity (including any waste).

Temporary Electrical Installations

1. Any temporary electrical installation must only be carried out by a qualified electrician and must comply with the applicable recommendations and requirements of the following:
 - (a) The Institution of Electrical Engineers Regulations for the electrical equipment of buildings – current edition and amendments;
 - (b) The British Standard Specification and Codes of Practice – current edition and amendments; or
 - (c) The Electrical Supply Regulations – current edition and amendments.
2. All temporary installations shall be disconnected from the permanent installation immediately after the completion of the Hire.
3. All portable electric items must have been PAT tested within the last 12 months and a visual inspection should be carried out before use.

Additional Requirements for the Hiring of External School Premises

1. The Hirer must consult the Headteacher if there is any doubt about the condition of the ground. In the event of the ground being deemed unfit for use immediately before the Hire is to take place, the hire charge will be refunded.

2. The Hirer must ensure adequate supervision is exercised over everyone taking part in the Hire including spectators. Casual spectators not included in the Hire must not be admitted. Participants must have reasonable fitness to allow them to undertake the activity safely.
3. Stakes or similar must not be driven into the ground unless specific permission has been given.
4. Vehicles must not be driven over or parked on the playground unless prior permission has been obtained.
5. Unless prior written permission has been obtained from the Headteacher bonfires are not permitted.
6. Playgrounds must be left in a clean, tidy and safe condition.
7. Any loudspeakers must be operated at moderate volume so as not to cause a nuisance.
8. The Hirer should take all reasonable steps to ensure that items sold on the School Premises are legal and appropriate for the Premises. It is the Hirer's responsibility to ensure that the name of the School is not brought into disrepute by the sale of illegal or inappropriate items. The Hirer should refer to the Headteacher for guidance on such items

After the Hire

1. On completion of the Hire the Hirer must carry out an inspection of the Premises to ensure that:
 - (a) all windows and doors are closed and secured;
 - (b) the premises have been left clean, tidy and safe; and
 - (c) there are no signs of a fire.

Termination

1. In the case of regular Hires, each party reserve the right to terminate this Agreement giving the other party one month's notice in writing.
2. In the event of a breach of the terms of this Agreement by the Hirer concerning public safety including any failure to implement the recommendations of the Risk Assessment of the Hire, the School may terminate this Agreement with immediate effect.
3. The School's decision to terminate under Section A point 9/ Section B point 7 shall not give rise to any claims for damages or otherwise by the Hirer.

Michael Van Klink 13/2/2019 08:10

Comment [2]: Where is Section 9 exactly?

Indemnity

The Hirer agrees and undertakes with the School to indemnify and keep the School indemnified from and against all actions, proceedings, costs, claims and demands by third parties in respect of any damage or liability caused by or arising from the use or occupation of the School Premises by the Hirer

Disability Equality Statement

St Peter's C of E Primary School is committed to promoting Disability Equality and equality of opportunity for pupils with learning difficulties. The Hirer must ensure that anyone with a disability or leaning difficulty has equal access as described below:

Equal Opportunities and Inclusivity

1. The Hirer is committed to providing the equality of opportunity for all adults, children and families. We believe that no child, individual or family should be excluded from any group on any grounds.
2. The Hirer is committed to the principle that any behaviour, language or action that creates discrimination or disadvantage is unacceptable and will be challenged.
3. The Hirer will make every effort to ensure that the setting, equipment and resources promote equality of opportunity for all and reflect the different cultures, levels of ability, family status, gender, religion, etc, of the group of members who hire the facilities.
4. The Hirer believes it is important to operate a provision which is fully inclusive and encourages anti-discriminatory practice for both children and adults. The building has full wheelchair access and the setting and facilities are adaptable to enable the best level of care for all the group member's needs.
5. The Hirer will ensure that any activities undertaken would not be detrimental to cohesion of the community, nor promote intolerance on the basis of ethnicity, faith, gender, sexual orientation, disability or age.

If there is any doubt about the application of any of the above conditions and Agreements A & B, the advice of the Headteacher should be sought.

In the event of difficulty during the Hire please contact:

Headteacher: Iain Gunn 07766 812050

Site Manager: Errol Strachan 07944 696620

Please sign below to indicate you have read and accepted the above terms and conditions.

HIRER

Signed:

Date:

Contact Name:

Contact Address:

.....

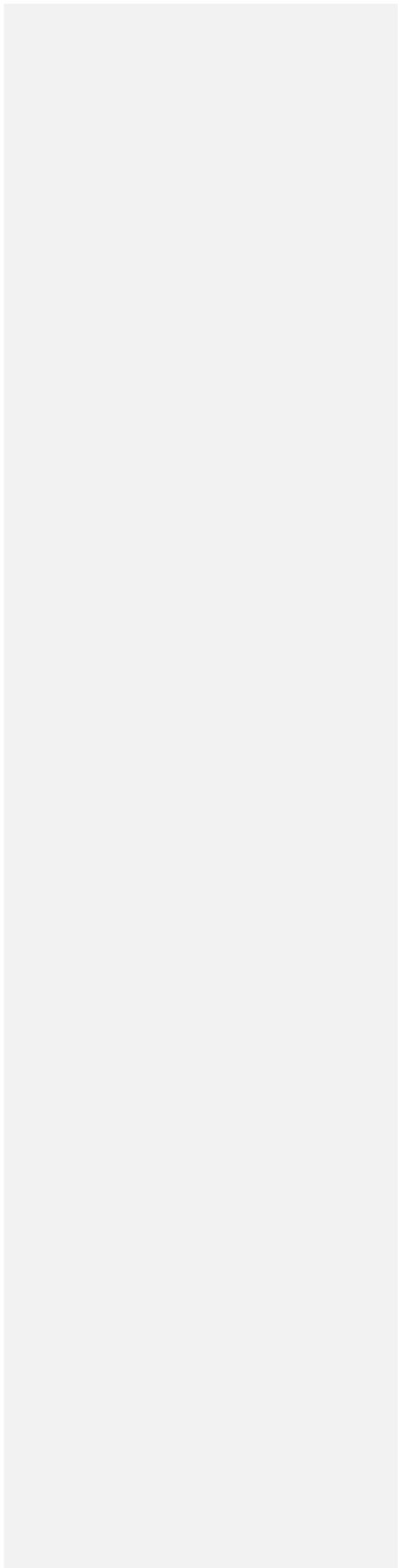
Contact Telephone:

SCHOOL

Authorised Signature:

Name:

Date:



A checklist should be completed for each organisation or before/after school club that Hires the premises

	Safety requirement	In place	
		Y	N
1	Has the school gone through the Partnership Agreement/TOCA for use of premises with the provider?	Y	N
2	Has the provider got a Child Protection Policy that is compatible with the school's policy?	Y	N
	Is the provider adopting the school's policy?	Y	N
3	Has the provider got a code of conduct for staff detailing appropriate behaviour with children that is compatible with the school's code of conduct?	Y	N
	Is the provider adopting the school's code of conduct?	Y	N
4	Is the provider aware of the procedures to be followed if they think a child is being abused and have they have been supplied with the appropriate numbers?	Y	N
5	Does the provider have a procedure in the event of a child protection allegation being made against them that is compatible with Essex County Council procedures?	Y	N
	Is the provider adopting ECC procedures?	Y	N
6	Does the provider follow safer recruitment principles in appointing and vetting staff?	Y	N
7	Have all staff or volunteers working with children (including transporting children as part of the activity) been CRB checked?	Y	N
	Has the school seen the CRB checks?	Y	N
8	Has anything been disclosed on the CRB check that should have been discussed with the governing body? If yes take advice from the School's HR Team.	Y	N
9	Have references been checked?	Y	N
10	Are there appropriate arrangements for first aid or other emergencies?	Y	N
11	Does a member of staff have a current first aid certificate?	Y	N
12	Are all individuals in the organisation made aware of policies and procedures?	Y	N
13	Are there arrangements for the provider to liaise with the appropriate member of staff if there should be a particular concern?	Y	N
14	Are staff/pupil ratios appropriate for the Extended Services activity?	Y	N

School signature

Provider signature

Date