

Lettings policy



Lettings Policy to be approved by the Governing body Summer Term 2018

It is next due for re-approval Summer Term 2019

LETTINGS POLICY

1. INTRODUCTION

The hiring of the School buildings and grounds by external organisations is a valuable means of raising money to enhance the school's budget and help maintain sustainability of the Teaching School. The overriding aim of the Governing Body is to support the School in providing the best possible education for its children; any lettings of the premises and grounds to outside organisations will be considered with this in mind.

1.1 DEFINITION OF A LETTING

A letting may be defined as 'any use of the School premises by either a community group or a commercial organisation', regardless of whether a letting fee is charged. It must not interfere with the primary activity of the School, which is to provide a high standard of education for all its children.

1.2 CHARGES FOR A LETTING

The governing body is responsible for setting the charges for the letting of the School premises, as set out in the cancellation & lettings charges (**section 6.12**)

2. APPLYING TO USE THE SCHOOL

Applying to use the School premises should be made to the School Business Manager and the Letting Agreement should be filled in at least 21 days before the event.

The School Business Manager will resolve any conflicting requests for the use of the premises, with School functions always receiving priority.

The School Business Manager is responsible for the management of lettings, in accordance with the School's policy, but the Headteacher retains overall responsibility.

If the School Business Manager /Headteacher has any concern about the appropriateness of a particular request for a letting, they will consult the Chair of Governors, who has the authority to determine the issue on behalf of the Governing Body.

The Governing Body has the right to refuse an application and 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 confirmed in writing. The Governing Body reserves the right to disapprove without reason any request made for the hire of the school premises.

3. LETTING AGREEMENT

Once a letting has been approved, a letter will be sent to the hirer, confirming the details of the letting, along with a copy of the Terms and Conditions (**Appendix A**) and the Letting Agreement (**Appendix B**).

The letting agreement needs to be signed and returned to the School before the letting can take place. It should be signed by a named individual and the agreement should be in their name, giving their permanent private address.

The named individual applying to hire the premises will be invoiced for the cost of the letting.

All letting fees will be paid into the School's bank account to offset the costs of services, staffing etc.

3.1 TERMINATION OF LETTING AGREEMENT

The Headteacher, School Business Manager or the Chair of the Governing Body, has the immediate power to terminate any letting agreement relating to the hire of the School premises, in accordance with the Terms and Conditions of the Lettings Agreement.

4. SAFEGUARDING

Safeguarding the children in our highest priority

The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the School for the attendance of children, they have appropriate Safeguarding Policies and Procedures in place and that they, themselves and those persons likely to have contact with children, have been subject to Enhanced Disclosure and Barring Service checks. The Governors reserve the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons, to review Safeguarding Policies and Procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the Governors are not satisfied then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid. The latest guidance can be found at:

<https://www.gov.uk/government/publications/keeping-children-safe-in-education--2>

When allowing children to exit the school premises at the end of a session, the Hirer must ensure that they escort the children to the exit gate and hand them over to the appropriate parent/carer. The Hirer must ensure that no person other than themselves is in possession of any entry codes or keys.

All information in relation to the School must remain confidential.

School follows best practice in implementing a Child Protection and Safeguarding 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 (**Appendix D**).

Appendix A

Terms & Conditions of Letting the School Premises



These terms and conditions must be complied with.

The 'hirer' shall be the named individual on the letting agreement and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

1. 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 in line with School's Safeguarding and British Values Policies and Procedures.

The letting 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.

2. DISCLOSURE AND BARRING SERVICE CHECKS

It may be necessary for the hirer to undergo a disclosure and barring services check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with children and young people, it is the responsibility of the hirer, as advised by the Headteacher/School Business Manager, to ensure that they have complied with the DBS Code of Practise.

When there is a requirement for DBS checks to be undertaken, the hirer must keep appropriate records in line with the DBS Code of Practise and report to the School any safeguarding concerns which may arise.

The hirer will be required to provide evidence that DBS checks have been carried out on request.

3. INDEMNITY AND INSURANCE

Lettings are made on the agreement that the Governing Body are indemnified by the hirer against any loss, damage, costs and expenses during the use of the School premises by the hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the Governing Body (refer to **Lettings Indemnity Form – Appendix C**).

The hirer shall insure, with a reputable insurance office approved by the Governing Body, against such funds as the hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents, or any person resorting to the premises by reason of the use of the premises by the hirer.

Unless specifically agreed by the Governing Body, the insurance cover shall provide a limit indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the let of the premises.

The hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the Headteacher, Governing Body within seven days of a request.

Neither the School nor the Local Authority shall be responsible for any injury to persons or damage to property arising out of the letting of the premises.

4. STATUTORY REQUIREMENTS

The hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the School premises or which would, or might, vitiate in whole or in part any insurance affected in respect of the premises from time to time.

5. LICENSES AND PERMISSIONS

The hirer shall be responsible for obtaining any public licenses necessary in connection with the booking and should confirm with the School the licenses they hold.

Permission or license must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premise's License authorising entertainment, or by applying for a Temporary Event Notice.

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution.

The hirer shall indemnify the Governors against all sums of money which the Governors may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

6. PUBLIC SAFETY

All conditions attached to the granting of the license, stage play or other licenses and the School's Health and Safety Policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- a) Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times
- b) Fire – fighting apparatus shall be kept in its proper place and only used for its intended purpose. A nominated person should be responsible for the fire fighting equipment. Fire fighting equipment should only be used in life threatening situations and should only be used by trained people.
- c) The fire brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Headteacher/School Business Manager.

- d) The hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available.
- e) Performances involving danger to the public shall not be permitted
- f) Highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (eg polystyrene, cotton, hay, etc) shall be undertaken or erected without the consent of the Governing Body.
- g) No hazardous substance/s shall be brought onto/used on the School premises.
- h) No unauthorised heating appliances shall be used on the premises
- i) All electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The Governing Body disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment
- j) Adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, eg by national governing bodies of scouts, guiding etc.
- k) The Hirer must ensure a telephone is accessible for summoning assistance if required and familiarise themselves with emergency school numbers.

THE HIRER'S RESPONSIBILITIES

The hirer must inform the School of any fault, damage or other problems with the premises or equipment encountered during the letting.

No part of the premises is to be used otherwise than for the purpose of the premises requested.

No part of the premises requested is to be used for any unlawful purpose or in any unlawful way.

6.1 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.

6.2 FIRST AID FACILITIES & RESPONSIBILITIES

The Hirer is responsible for providing a person/persons who is/are capable of administering First Aid (including the administration of emergency medication if required ie inhalers/epi pens). The Hirer is also responsible for ensuring that the appointed First Aiders are aware of the location of First Aid facilities (ie First Aid Box) which must be provided by the Hirer.

It is the Hirer's responsibility to ensure they are aware of any children with SEN needs or allergies and to ensure that these children are not subjected to any harmful substances/practices.

6.3 FURNITURE AND FITTINGS

Furniture and fittings shall not be removed or interfered with in any way. Nor shall they be rearranged except by prior agreement and will be subject to reinstatement at the end of each session of use. 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, is permitted. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any repair required.

No substance is to be applied to the Rotunda floor. No footwear liable to damage floors may be worn in the Rotunda. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building (wellie racks are provided outside the Rotunda).

6.4 FOOD AND DRINK

No food and drink may be prepared or consumed on the property without the direct permission of the Headteacher in line with current food hygiene regulations.

It is the Hirer's responsibility to ensure children do not have any allergies to snacks given during any session.

6.5 SMOKING

The whole of the School premises, which includes the grounds, is a non-smoking area, and smoking is not permitted.

6.6 BETTING, GAMING AND LOTTERIES

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

6.7 NUISANCE/DISTURBANCE

Hirers and organisers of events in the School premises are responsible for ensuring that the noise level of their function does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

6.8 DISPOSAL OF WASTE

The hirer must comply with the School's arrangements for disposal of any rubbish or waste materials, removing any waste items from site after use.

6.9 ANIMALS

Except in the case of trained guide dogs for the blind, hearing dogs for the deaf or reading dogs, animals shall not be permitted on the School premises unless prior permission has been granted by the Headteacher.

6.10 CHARGES AND CANCELLATIONS

Financial Accounting

An Invoice will be issued for all lettings

Lettings Charges (figures quoted below are for guidance)

Rotunda - £15 per hour

Forest School + Rotunda - £20 per hour

The hirer acknowledges that the charges are as set out in the letting agreement, including any review arrangements specified. The letting may be cancelled, provided that in each circumstance at least 28 days notice either way is given. It is the hirer's responsibility to notify people appropriately of any changes in dates or venues at least a week in advance.

The Governing Body will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the Governing Body of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, oil shortage, failure of electricity/gas supply). The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the hirer.

Where payment for the hiring of the School facilities is not reached by the prescribed deadlines, and/or without prior agreement by the School Business Manager the Governing Body reserves the right to terminate the letting with notice of one week. The Governing Body will not accept any responsibility for any loss, or other expenses, however incurred by the hirer, in the event of the cancellation of the letting as a result of the circumstances described above. The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the hirer.

It is the hirer's responsibility to notify its attendees appropriately of the withdrawal of the School facilities in the event of the letting being cancelled for the reason outlined above

6.11 SUB-LETTING

The hirer shall not sub-let the premises, underlet or share possession with any other parties.

6.12 STORAGE ANCILLARY TO THE LETTING

The permission of the Governing Body/Headteacher/School Business Manager must be obtained before goods or equipment are left or stored on the premises, except that the Headteacher is authorised to grant permission for the overnight storage of goods and equipment brought to the School for a particular event.

6.13 LOSS OF PROPERTY

The Governing Body cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required.

6.14 CAR PARKING

Hirers may use the school car park for loading/unloading of materials and park if spaces are available. Attendees need to park away from the school premises (suggested parking Tesco's Car Park 5 min walk away), unless disability access is required, in which case space will be made available in the school car park wherever possible.

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the School. In particular the Hirer must ensure that access to the School by emergency vehicles is not obstructed or delayed.

6.15 TOILET FACILITIES

Access to the designated School's toilet facilities is included as part of the letting arrangements.

6.16 RIGHT OF ACCESS

The Governing Body reserves the right of access to the premises during the letting for emergency or monitoring purposes (the Headteacher or members of the Governing Body from the Finance Committee may monitor activities from time to time).

6.17 DISABILITY EQUALITY STATEMENT

Alfreton Nursery School is committed to promoting Disability Equality and equality of opportunity for children with learning difficulties. The hirer must ensure that anyone with a disability or learning disability has equal access as described below:

Equal Opportunities & Inclusivity

- 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.
- The Hirer is committed to the principle that any behavior, language or action that creates discrimination or disadvantage is unacceptable and will be challenged.
- The Hirer will make every effort to ensure that the setting, equipment and resources promote equality of opportunity for all and reflect the diversity of the group of members who hire the facility.
- 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 Rotunda 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.
- 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.

6.18 VACATION OF PREMISES

If running classes straight after school which involve children from our school:

- Hirers must be on the school premises by 3.10pm to set up, ready for children to arrive with their parents.
- Classes being held within the school can only take place during term-time and excludes in-service training days when the school is closed. The School Office can advise on all term dates including INSET days.
- 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.

The premises must be left clean and tidy after use. Lights, electrical socket points and underfloor heating must be switched off. All windows must be closed and windows and doors locked. The forest school gates must also be secured upon leaving. The cost of any additional cleaning found to be necessary will be met by the Hirer.

Appendix B
Letting Agreement



Accommodation & Facilities required: _____

Dates and times: _____

Purpose of letting: _____

Name of Hirer & Contact Details (telephone number address): _____

Name & address of Organisation linked to Hirer (if different to above): _____

Have you insurance to cover the event? _____

Signature of Hirer: _____ Date _____

Please complete and return to the School Business Manager at least 21 days before the event. We will confirm the booking and notify you of the charges. You will need to send copies of any insurance required on confirmation.

School Business Manager's acceptance of booking

Signed _____ Date _____

Appendix C

Lettings Indemnity Form



INSURANCE COVER – To comply with the conditions of the hiring agreement.

I hereby indemnify the School against any claims made against it arising from the use of hired premises. In addition I accept responsibility for any claims the School may have for any damage to its property arising from its use during my hire.

I maintain a Public Liability Insurance Policy, the details of which are as under:

Policy Number _____ Expiry Date _____

Name and Address of Insurance Company: _____

Indemnity Limit: _____

Signature: _____ Date: _____

Appendix D

Safeguarding Children Checklist



	Safeguarding Requirement	In Place
1	Has the school gone through the Lettings Agreement for use of premises with the Hirer?	Y/N
2	Has the Hirer got a Child Protection Policy that is compatible with the School's Policy? Is the Hirer adopting the School's Policy?	Y/N Y/N
3	Has the Hirer got a Code of Conduct for staff detailing appropriate behavior with children that is compatible with the School's Code of Conduct? Is the Hirer adopting the School's Code of Conduct?	Y/N Y/N
4	Is the Hirer aware of the procedures to be followed if they think a child is being abused?	Y/N
5	Does the Hirer have a procedure in the event of a Child Protection allegation being made against them that is compatible with Alfreton Nursery School's procedures? Is the Hirer adopting Alfreton Nursery School's procedures?	Y/N Y/N
6	Does the Hirer follow Safer Recruitment principles in appointing and vetting staff?	Y/N
7	Have all staff or volunteers working with children been DBS checked? Has the School seen evidence of these checks?	Y/N Y/N
8	Has anything been disclosed on the DBS check that should have been discussed with the Governing Body? If yes, take advice from the Safeguarding Team.	Y/N
9	Are there appropriate arrangements for First Aid or other emergencies?	Y/N
10	Does a member of staff hold a current First Aid Certificate? Has this been evidenced by School staff?	Y/N
11	Are all individuals in the organisation made aware of Safeguarding Policies and Procedures?	Y/N
12	Are there arrangements for the Hirer to liaise with the appropriate member of staff if there should be a particular concern?	Y/N
13	Are Hirer/child ratios appropriate for the activity?	Y/N
14	Has the Hirer been made aware of School's Emergency Evacuation Procedure?	Y/N

School Business Manager Signature: _____ Date: _____

Name of Hirer: _____ Signature: _____

Organisation (if required) : _____ Date: _____

For Completion by the School

It is confirmed that the accommodation required is available for the time and date(s) requested. The Headteacher has been informed, that where necessary the hiring has been approved by or on behalf of the Governors and that the applicant has been informed accordingly.

Signature: _____ Date: _____ Headteacher

Signature: _____ Date: _____ Chair of Governors