



# Letting Policy

The Livingstone Road Primary Federation adopts the principles and procedures of this Policy for both Sylvan Infant School and Branksome Heath Junior School

Status & Review Cycle: 3 Years

Last Review Date: 26<sup>th</sup> January 2016

Review Group/Reviewer: Governor with Individual Responsibilities for Premises

*Next Review Date: January 2019*

Signed.....

## Policy Statement

The Federation Governing Body has elected to manage its own premises use subject to direction by the LA or any statutory requirements. Both individual school's delegated budget share must not be used to subsidise any non-school use of premises and grounds (e.g. lettings).

It is the Federation Governing Body's policy to maximise the use of both school premises and to encourage the use of the school's premises for the benefit of the local community.

A letting is defined as use of the premises associated with the corporate life of the school and includes activities such as staff meetings, parents meetings, governors meetings and extra curricular activities of pupils by school staff, family and community learning opportunities (Costs arising from these uses are a legitimate charge against the schools budget.)

Any community use of the school premises and or grounds outside of the school day and not associated with the corporate life of the school. (Costs arising from these uses are a legitimate charge against the hirer to support any school expenditure)

## Restrictions on a Letting

A letting **MUST NOT** give full-time exclusive use of all or parts of the premises or grounds. Any equipment provided by the hirer **MUST** be removed from the site or stored as agreed by the school, and **MUST NOT** restrict the use of the facilities by the school or other approved organisations. A letting must not interfere with the primary activities of the school.

## Categories of Lettings

1. Community education activities and programmes directly sponsored or controlled by the LA (e.g. adult education, youth service and in-service training.)
2. Activities that the LA wishes to support and develop under its subsidised lettings policy e.g. neighbourhood watch, scouts and guides.
3. Lettings approved by the Federation Governing body. The Federation Governing body may decide to develop a policy of subsidy for certain categories of its own lettings, the funding for which **MUST NOT** come from the schools delegated budget share, unless it can be shown to be "for the purposes of the school" as required by the Education Act 1988.
4. Lettings made under statute e.g. Elections, parish council meetings.

## Lettings Charges

The Federation Governing Body is responsible for setting charges. The charges will cover all the costs involved such as caretakers attendance, heating and lighting, setting up, cleaning, administration and wear and tear, and MUST NOT knowingly provide subsidy from the schools delegated budget share.

### Current Charges:

#### Community Use

- **Day rate (lettings between 8:00 am and 18:00 pm)**
  - **First Hour** £25
  - **Subsequent hours: £5 per hour or part thereof**
- **Evening/Saturday rate (lettings after 18:00 pm and on Saturdays)**
  - **First Hour** £30
  - **Subsequent hours: £5 per hour or part thereof**
- **Sunday rate (Lettings on Sundays)**
  - **First Hour** £37
  - **Subsequent hours: £5 per hour or part thereof**

#### Commercial Use

- **Day rate (lettings between 8:00 am and 18:00 pm)**
  - **First Hour** £50
  - **Subsequent hours: £10 per hour or part thereof**
- **Evening/Saturday rate (lettings after 18:00 pm and on Saturdays)**
  - **First Hour** £60
  - **Subsequent hours: £10 per hour or part thereof**
- **Sunday rate (Lettings on Sundays)**
  - **First Hour** £74
  - **Subsequent hours: £10 per hour or part thereof**

## The Administrative Process

Initial approach by potential hirers to be made to the School Business Manager who will identify their requirements and the facilities available and document this on the initial request form.

The Federation Governing Body reserves the right to refuse an application without stating any reason and no letting should be regarded as booked until approval has been given in writing. No public announcement of a function to be held should be made until the booking has been formally confirmed.

Once a letting has been approved a letter of confirmation should be sent to the hirer, setting out the full details of the letting, enclosing a copy of the lettings terms and conditions and requesting payment by cheque or cash in advance of the booking. In the event of failure to pay the fee, the premises will not be made available.

## Subsidy

No subsidy

### Note:

This policy consists of the above text and in addition the following appendices:-

Appendix A	Conditions for the Hire of Sylvan Infant School or Branksome Heath Junior School
Appendix B	Application for Letting
Appendix C	Pre-Review Questionnaire

These appendices form part of the policy. They are to be used in the administration of the policy at all times and are to be renewed and approved by the Premises Governor every 3 years.

# Management and Administration of Lettings

## Appendix A: Conditions for the Hire of Facilities at Sylvan Infant School or Branksome Heath Junior School

### All conditions will be adhered to;

The Hirer shall be the person making the application for a letting and such person will be responsible for payment of all fees or other sums due in respect of the letting to the Hirer and for the observance of regulations imposed by the LA or their lawfully appointed agent. **The Hirer will also be responsible for the Safeguarding of any children in their care for teaching and supervision as detailed in the Federation Safeguarding Policy.**

#### 1. Damage, Loss or Injury

The Hirer shall effect Third Party (public liability) Insurance within a minimum indemnity limit of £5,000,000 for any one occurrence to cover its legal liabilities for accidents resulting in injuries to persons, including participants in the hiring activity, and/or loss of or damage to property, including the hired premises, arising out of the letting of educational premises.

A certificate of insurance should be given to the school for confirmation at the point of booking. A copy will then be kept on the school file. It is the responsibility of the Hirer to issue an annually renewed insurance certificate to the school on reapplication.

The LA/schools will not be responsible for any injury to persons or damage to property arising out of the letting of educational premises unless such injury or damage results from the negligence or breach of statutory duty on the part of the LA.

#### 2. Protection of Premises and Movable Property

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating the drilling of nails, screws or cello tape into fixtures or part of the school fabric will be permitted. In the event of any damage to premises or property the school shall make it good and the Hirer shall pay the cost of such reparation.

#### 3. 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, including fire exits. Maximum numbers must be declared at the point of booking. The Hirer must adhere to correct adult to pupil ratios at all times and this must also be stipulated in the agreement. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct. The hirer should also have their own procedure for dealing with complaints. Access to a telephone - There is no legal requirement to provide access to a telephone within the school premises. Hirers MUST provide evidence of a working mobile phone when arriving for the letting to the caretaker or School Business Manager.

#### 4. First Aid Facilities

There is no legal requirement to provide first aid facilities for Hirers. It is the Hirer's responsibility to make their own arrangements i.e. trained personnel and provision of first aid kit, particularly in the case of sports lettings. Use of the schools' resources is not available (as advised by the LA Health and Safety)

#### 5. Status of the Person applying for the letting

Lettings should not be made to persons under the age of 18 or any organisation or group with an unlawful or extremist background. Therefore all persons must undergo an Enhanced DBS check when lettings involve access to pupils. E.g. Afterschool or Breakfast Clubs. All personnel involved must be by prior arrangement with the Heads of school (at least half a terms notice to ensure checks are carried out).

All adults working with pupils must be appropriately qualified inc. sports coaches.

We retain the right to prohibit extremist speakers or groups from meeting or gathering at our school.

#### 6. 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 LA/school against all sums of money which the LA/school may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

#### 7. Sub Letting

The Hirer shall not sub let to another person.

#### 8. Intoxicating Liquor

No intoxicants shall be brought on to or consumed on the premises without the prior approval of the LA or Federation Governing body.

#### 9. Smoking

All the school is a non-smoking/non- vaping area and smoking/vaping is forbidden in all parts of the school premises and grounds.

#### 10. Gambling

Gambling or any act likely to breach the regulations contained within the Gaming Act is strictly forbidden.

#### 11. Animals

Animals are not permitted to enter the school or its grounds without prior written approval from the school.

#### 12. Heels & Shoes

No stiletto or any type of thin heel is to be worn. If activities involve outdoor use, please ensure foot wear is cleaned before re-entering hall.

#### 13. Dancing

Application to the Governors must be made in writing for permission.

#### **14. Other Restrictions**

The Hirer shall not permit the premises or grounds to be used for any illegal or immoral purposes, or permit any drunken or disorderly person or persons to remain upon any part of the school premises. The Hirer shall not permit the premises or grounds to be used for any political or theological purposes or address without the explicit written authority of the Federation Governing Body.

#### **15. Vacation of Premises**

The Hirer shall ensure that premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising pupils until they are collected and ensuring named adults collect them.

**In the event of an emergency the location point for all persons to assemble is in the playground. The Hirer must have immediate access to their members contact details and access to a mobile phone.** The Hirer should be familiar with emergency exits and ensure members are aware of evacuation procedures. A key to access the playground gates in case of emergency will be signed for at the point of hire.

#### **16. Charges**

Each application for hire will be considered individually by the School Business Manager and appropriate charges set. This includes a person to be responsible for locking up the premises after use. These charges will be reviewed annually. The Hirer will be asked to complete a letting form.

The Federation Governing Body reserves the right to cancel an individual letting advance booking by giving 24 hours' notice to the Hirer. Where this action has proved necessary, an alternative date will, where possible, be offered. The Federation Governing Body reserves the right to cancel a letting agreement by giving four weeks notice to the Hirer in writing.

#### **17. 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 premises governors annually) and that 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 parents of changes in dates or venues in writing at least a week in advance. The school administrator will notify the Hirer of changes/cancellations when on occasions due to the school schedule the Hall may not be available to hire.

#### **18. Security**

Mostly the cost of security is included in the hourly rate but if the Site Manager or Caretaker is not available then the hirer may need to pay a charge. The governors will hire and pay for a person to be responsible for the security of the premises before, during and after the hire and this person will also clean the premises after its use. The Hirer will have this charge added to the hire fee. If no suitable person can be employed then the hire will not be allowed or will be cancelled.

#### **19. CCTV**

CCTV cameras are in operation at all times internally and externally at Branksome Heath Junior School and externally at Sylvan Infant School.

#### **20. Food and Drink**

No food or drink may be prepared or consumed on the property without the direct permissions of the Premises Governor due to food hygiene regulations. No peanuts or corn are allowed on the premises. Application must be made on the original form. All litter must be placed black sacks to be provided by the hirer and taken away at the end of the let.

#### **21. School Equipment**

Only by initial application. Adults must supervise equipment being issued and its safe return. The hirer is liable for damage, loss or theft of school equipment they are using. The hirer is responsible for the equipment's safe and appropriate use. No use may be made of apparatus such as stage fittings, pianos etc without specific permission. No use may be made of the large PE apparatus. Staging set up for school use will not be dismantled during the weeks it is in use.

#### **22. Priority of Use**

The Governors will resolve conflicting demands for the use of the premises with priority being given to school functions and LA lettings.

#### **23. Attendance**

The Hirer shall ensure that the number of persons using the premises does not exceed that for which application was made and approved.

#### **24. 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.

#### **25. 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.

#### **26. Right of Access**

The Federation Governing Body and its agents reserve the right of access to the premises during the letting. The Head of Schools/LA reps or Governors will monitor activities from time to time.

#### **27. Conclusion of the Letting**

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 is not adhered to an additional cost will be charged.

#### **28. Electrical Equipment**

Any electrical equipment brought by the Hirer onto the school site MUST comply with the LEA code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the LEA. This must be notified on the application.

All lettings are for the sole purpose of the activity booked. Additional activities/parties must be applied for through the Governors.

#### **29. Promotional Literature/Newsletters**

Draft copy of any information to be distributed to club members or through school must be sanctioned by the Head of Schools a week prior to distribution. Hirers are responsible for the copying and collating of any literature. The school will distribute literature for clubs comprising our pupils but a week must be given to enable the management of the task into the school workload.

# Management and Administration of Lettings

## Appendix B: Application for Letting

Name of applicant/ Person in Charge	
Date of birth	
Address	
Contact Number	
Activity/Reason for Hire	
Name of Club/Business	
Qualifications of Applicant	
Date of Hire	
Start Time	
Finish Time	
Catering Required by School. (SBM to verify order ) Please outline any catering that will take place.	
Room Required	
Playground Required Times	
Number of Participants Children Supervising Adults	
Do any of the participants have accessibility issues?	
Qualifications of Adults/Tutors	
Insurance Cover –copy seen and attached to form.	
School Safeguarding Policy seen and read	
DBS –seen by school	
First Aider	
First Aid Certificate seen	
Use of own electrical equipment – if yes detail and provide PAT test	
Use of school electrical equipment required – if yes detail precisely.	
Signed	