

St. Bartholomew's C of E Primary School
Sydenham



Lettings Policy

Agreed by the Governing Body on: 28th June 2018

Signed by: ROS SUTTON, Chair of Governors

Scheduled Review Date: June 2019

This version supersedes all previous versions of this policy.

1. Introduction

The Governing Body regards the school and the school house as a community asset and will make every effort to enable it to be available for the delivery of extended services including a reasonable level of community use, bearing in mind its location.

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

Except where activities are directly aimed at raising pupil attainment and achievement, 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.

2. Definition of a Letting

A letting may be defined as "any use of the school premises (buildings and/or grounds) by either a community group (such as a local music group), 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, PTA meetings, Governing Body meetings, out of school hours learning/study support activities or any other extended services which support the raising of attainment and achievement, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

3. Charges for a Letting

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

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) - including on-costs;
- Cost of administration;
- Cost of wear and tear;
- Cost of use of school equipment (if applicable);
- Profit element (if appropriate).

The specific charge levied for each letting will be reviewed regularly by the Governing Body (or as delegated for Committee determination). This review will preferably take place during the spring term, for implementation from the beginning of the next financial year, with effect from 1st April of that year. Current charges will be provided in advance of any letting being agreed. A Charging Tariff may be established to ensure that access is affordable for particular individuals and groups.

Lettings of the school premises for after-school activities specifically for pupils from St Bartholomew's School, and which happen during the normal school opening hours (8am to 6pm), will be considered based on (a) the appropriateness of the proposed activity and (b) the availability of suitable accommodation (c) whether or not a profit element is included in the cost to attendees.

4. VAT

The letting of rooms for non-sporting activities is exempt of VAT.

5. Management and Administration of Lettings

The Headteacher is responsible for the management of lettings, in accordance with the Governing Body's policy. The Headteacher may delegate all or part of this responsibility to the School Business Manager 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. If necessary, concerns can be raised with the Southwark Diocese Board of Education.

6. The Administrative Process

Organisations seeking to hire the school or school house should approach the Headteacher or School Business Manager who will identify their requirements and clarify whether facilities are available. If a letting is agreed, the hirer will be provided with a copy of the terms and conditions of hire (Appendix A) and an Initial Request Form (Appendix B) will be completed at this stage.

The Headteacher/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 agreement will be sent to the hirer (Appendix C), setting out full details of the letting and enclosing a further copy of the terms and conditions (Appendix A). 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. The school will require payment in advance in order to reduce any possibility of hirers becoming debtors. The cost will include a deposit against any damage or breakage to fixtures, fittings or equipment.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any 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 used to offset the costs of services, staffing etc (which are funded from the school's delegated budget). Income and expenditure associated with lettings will be regularly monitored and reported to the Governing Body.

7. Public Liability and Accidental Damage Insurance

Any organisation submitting a lettings request for an activity where a fee is charged, must prove 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 £2 million.

8. Safeguarding

Any organisation submitting a lettings request involving working with children; young people or vulnerable adults must submit to the school a signed copy of their current Safeguarding Policy along with their Initial Request Form.

9. Review of this Policy

This policy will be reviewed annually.

APPENDIX A**TERMS AND CONDITIONS
FOR THE HIRE OF THE SCHOOL OR
SCHOOL HOUSE**

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 or school house 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, young people or vulnerable adults must submit to the school evidence that appropriate policies and procedures are in place with regard to safeguarding and child protection and provide evidence to the school of criminal records checks (DBS) checks relating to all staff and others working closely with children. The Governing Body will ensure that there are arrangements in place to liaise with the school on these matters.
- The Governing Body may require DBS checks relating to staff and other adults using school premises at a time when school pupils or other young people may be on site.
- The Governing Body may agree to obtain Barred List / DBS clearances on behalf of a hirer. Such checks would require a minimum of a one half term advance notice.
- The Governing Body may require evidence of appropriate qualifications for hirers using facilities for specific activities.

Priority of Use

The School Business Manager will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

Attendance

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

Behaviour

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

Public Safety

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

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

Own Risk

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

Damage, Loss or Injury

Where appropriate, 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 £2 million. The Hirer must produce the appropriate schedule 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; the fixing of nails or screws or drawing pins 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 required repairs.

School Equipment

This can only be used if requested on the initial application form, and if its use is approved by the Headteacher or the School Business Manager. Responsible adults must supervise the use of any equipment that is used. 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 the hirer must therefore have access to a mobile phone to cover the event of an emergency.

Hirer's Equipment

The hirer should state on the hire agreement any equipment he/she intends to bring into school. The hirer is 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 school premises MUST comply with the Local Authority Code of Practice for Portable Electrical Appliance Equipment. Equipment must either have a certificate (Portable Appliance Test) of safety from a qualified electrical engineer or be inspected by, or on behalf of, the Local Authority. The intention to use any electrical equipment must also be notified on the application.

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

Car Parking Facilities

The school/school-house does not have any designated car parking facilities. In consideration of the school's neighbours therefore, the hirer is required to ensure that any parking by those using the premises does not restrict or hinder legitimate parking needs of local residents.

Toilet Facilities

Only access to the downstairs toilet facilities is included as part of the hire arrangements for the school house.

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, although a first aid kit is provided in the school house, located in the kitchen. The hirer must have access to a mobile phone at all times throughout the letting to cover any emergency event.

Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of the Governing Body, in line with current food hygiene regulations. All litter must be placed in the bins provided – with due regard being given to school recycling facilities.

Intoxicating Drugs

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

Smoking

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

Sub-letting

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

Charges

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

Variation of Scales of Charges and Cancellations

The Hirer acknowledges that the charges will be reviewed by the Governing Body regularly and may be increased from time to time. The Hirer acknowledges that the letting may be cancelled, provided that in each circumstance at least 28 days' notice is given by either party to the hire arrangement. The hirer may be charged for the letting if insufficient notice (i.e. less than 28 days) is given to cancel the hire agreement.

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 by the date requested. The hirer may be subject to a reasonable administration fee for late payment.

Security

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

Right of Access

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

Conclusion of the Letting

The hirer shall, at the end of the hire period, leave the accommodation in a tidy condition, all equipment being cleaned and returned to the correct place of storage. If this condition is not adhered to, an additional charge may be made.

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting and are left in a clean and tidy condition with all rubbish removed off-site. The Hirer is responsible for supervising any children taking part in an activity until a responsible adult collects them.

Promotional Literature/Newsletters

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

APPENDIX B

**ST BARTHOLOMEW'S CE PRIMARY SCHOOL
SCHOOL/SCHOOL HOUSE LETTING - INITIAL
REQUEST**

Name of Applicant: (The Hirer)

Address:

Telephone Number:

Name of Organisation:

Activity of Organisation:

Day of Week Requested:

Start Time:

Finish Time:
(please allow time for your preparation and clearing up)

Dates Required:

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

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

Maximum Number of Participants:

Age Range of Participants:

Number of Supervising Adults:

Where applicable, have DBS checks been carried out? YES / NO

When?

By whom?

You will be asked to show evidence in the form of original documentation (not photocopies)

Does the Hirer have appropriate policies / procedures to ensure the safeguarding and child protection?

YES / NO

Please provide copies of all relevant information.

Dates during the year when the Hall will be unavailable due to school use or closure will be issued at the beginning of each school term. 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, where appropriate, adequate and appropriate insurance cover is in place for the activity to be carried out by producing the schedule of insurance cover (see *Terms and Conditions for further details*).

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

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

Any other relevant information:

.....

I confirm that I am over 18 years of age, and that the information provided on this form is correct.

Signed:

Date:

APPENDIX C

HIRE AGREEMENT

Between the Governing Body of St Bartholomew's CE Primary School and

..... (The hirer)

Of (Address)

Contact Telephone:

- 1. Specific Nature of Use:
- 2. Maximum Attendance:
- 3. Details of any School Equipment to be used:
- 4. Date(s) of Hire:
- 5. Period(s) of Hire:
- 6. Fee: £ per hour / per session

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.

The Hirer accepts all the conditions of hire as set out in the attached Terms and Conditions document.

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)

..... (Date)

Signed copies to be held by School and Hirer