



**“CREATIVITY, RESPONSIBILITY, RESPECT, AND HAPPINESS”**

BLUE COAT CE VA PRIMARY SCHOOL

SCHOOL LETTINGS POLICY

Committee responsible for this policy	Resources committee
Policy initially approved by FGB	5 <sup>th</sup> December 2017
Policy reviewed/amended	20 <sup>th</sup> March 2018, 11 <sup>th</sup> September 2018; 22 <sup>nd</sup> January 2019
Policy review term	Annual
Policy due for review	2019



## **Statement of Intent / Scope of the Policy**

The Headteacher and Governing Body regard the school buildings and grounds as a hub for the local community. The Governing Body will endeavour to maximize the use of the premises to local families, services and community, with first priorities for providing the best possible education for its pupils. Any lettings of the premises to outside organisations will be considered with this in mind. It is important however that requests for lettings are fully considered and that the lettings are properly documented to ensure all parties are aware of their mutual responsibilities.

This policy is therefore expected to assist this and provide advice on:

1. Definition of a school letting
2. Type of Agreement
3. Approval Process
3. Governance
4. Administrative process
5. Terms & Conditions of Hire

### **1. DEFINITION OF A SCHOOL LETTING**

A letting may be defined as any use of the school premises (buildings and grounds) by either individuals or community group, or a commercial organisation, or a charitable organisation. A letting must not interfere with the primary activity of the school, which is to provide an excellent standard of education for all its pupils.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Any associate costs would be covered under the Charging & Remissions Policy. This use of the school premises by way of a letting is a temporary arrangement for the use of the accommodation and services as agreed. It is expected that the letting will usually be via the completion of (see attached Appendix 1, 2 & 3).

### **2. SCHOOL LETTING AGREEMENT**

The school must ensure that the 'Conditions of Hire' are attached to the Agreement, all the blanks are filled in and it is signed prior to occupation.

The Agreement should have an identity number so its issue can be traced and reduce the risk of standard forms being copied and used without proper authority.



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 it or of creating any tenancy between the school and the Hirer.

### **3. CRITERIA FOR APPROVAL**

In the event of any request for hire, the school's own needs for use of the premises will take priority.

Applications will undergo a thorough approval process.

The School and/or Governing Body reserves the right to decline an application to hire without reason.

### **3. GOVERNANCE**

The Headteacher is responsible for the management of lettings but where appropriate the Headteacher may delegate all or part of this responsibility to other members of staff or members of the Governing Body, 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, they will consult with the Chair of Governors and the appropriate committee that is empowered to determine the issue on behalf of the Governing Body. A risk assessment must be conducted for each proposed letting.

The Governing Body must assess the financial impact of each Hire.

### **4. THE ADMINISTRATIVE PROCESS**

Those seeking to hire part of the school premises should approach the School Business Manager, who will identify their requirements and clarify the facilities available.

An Application Form (Appendix 1 as attached) should be completed at this stage to provide basic details of the applicant.

The Headteacher and The Governing Body will consider this with regard to the matters contained in this policy and shall advise the applicant of its decision.

Once it has been decided to proceed with a letting a letter of confirmation will be sent to the successful applicant, 'the Hirer', setting out full details of the letting and enclosing a copy of the 'Conditions of Hire' and the relevant agreement.

The letting should not take place until the signed agreement has been returned to the school. The Hirer will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges.



The school's delegated budget will not be used to subsidise any lettings unless it is of direct benefit for pupils. A charge will be made to meet the costs incurred by the school for any lettings of the premises.

For regular bookings i.e. weekly or monthly, an invoice will be issued on a monthly basis within 7 days of the end of each month. For ad hoc bookings, invoices will be issued within 7 days of the hire date.

The Governing Body is responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following: Cost of services (heating, lighting & catering); Cost of staffing (additional security, caretaking and cleaning) - including "oncosts"; Cost of administration; Cost of "wear and tear"; Cost of use of school equipment (if applicable); Fee in lieu of use of premises, i.e. a rental value.

The deposit fee should be paid a minimum of 14 days before the commencement of the letting. If the agreed booking is cancelled 7 days prior to the letting a 50% of the full hire will be charged. If the agreed booking is cancelled within 24 hours of the letting 100% of the full hire will be charged.

All lettings fees which are received by the school will be paid into the school's revenue bank account, in order to offset the costs of services, staffing etc (which are funded from the schools delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is achieved.

All letting agreement forms are to be sequentially numbered, correctly authorised, and accounted for. An invoice/statement of account should be issued for all lettings.

The Hirer must give their full details with the agreement in their name, including their permanent private address (for individual lettings) or named senior personnel, contact details, full business address and any registered Charity/ Company registration numbers for business lettings..

No letting should be regarded as "booked" until the written agreement has been signed by both parties, any deposit/ pre-payment has been paid as appropriate and approval has been given by the relevant person on behalf of the school.

The school requires confirmation in writing that the Hirer has public liability insurance to the value of £5 million and appropriate insurance for any additional items brought into the school; a copy of the relevant insurance policy must be provided at least 14 days prior to the commencement of the letting.

Where the Hirer has no public liability insurance the school will add a charge of 10% of the letting charge so that cover is provided under the school's own insurance.



It is the Hirer's responsibility to ensure that all those attending the premises are made aware that they do so entirely at their own risk. A risk assessment will be conducted for each hiring/ activity by the school. Copies may be given to the Hirer and are kept on file in school.

No public announcement of any activity or function taking place should be made by the Hirer until the booking has been formally approved as per paragraph above.

## **5. TERMS & CONDITIONS OF HIRE**

### **General**

The Head Teacher/Governing Body reserves the right to refuse any booking and its decision affecting any matters relating to a booking shall be final.

The Head Teacher will decide conflicting requests for the use of the premises, with priority at all times being given to school functions.

Admission to the premises shall be given to District Council officers, police officers on duty, fire officers on duty and the Head Teacher/members of the Governing Body of Blue Coat School at any time during the hire event.

The school will provide the Hirer with copies of appropriate school policies e.g. Lettings, Complaints, Equality, Child Protection, Disability & Diversity Policies, Health & Safety, which the Hirer is required to comply with.

No alteration must be made to the school structure, fixtures and fitting. All furniture and equipment shall be used only for the purpose for which it is designed. No nails, screws, tacks or adhesive tape shall be applied to surfaces and no alterations shall be made to electrical circuits or fittings.

No animals shall be brought into the school premises.

The wearing of footwear likely to cause damage to the floors is forbidden.

Members of the public must not be admitted to the school premises after 10pm.

Alcoholic beverages must not be sold or consumed on the premises unless specific approval has been agreed. In this instance the Hirer must obtain the necessary licence agreement from Stroud District Council; a copy of the licence must be provided to the school at least 14 days prior to the Hire date. Failure to do so will result in the cancellation of the event.

No hiring shall continue beyond 11pm without the prior permission of the Headteacher/Governing Body.



No hiring will be accepted for public holidays and by arrangement only for school holidays.

No responsibility is accepted for damage to, or loss of the property of the hirer and his/her guests or for third party claims arising from anything introduced into the school premises.

The access road leading to the school must be kept clear of parked vehicles at all times to enable emergency services to reach the school buildings in case of fire or accident. The school gates will be locked 30 minutes after the end of the booking period. Any person who has not removed their vehicle by this time will only be able to obtain access when the school reopens.

Lettings will not be made to persons under the age of 21, or to any organisation or group or individual with an unlawful or extremist background or to anybody to whom the school does not wish to hire the premises.

The school will provide a person to be responsible for the security of the premises before and after the hire. 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 should not be passed to any other person without direct permission of the Governing Body of the school.

The school will be responsible for communicating arrangements for out of hours, school closure, keys and alarms, checking and switching off technical equipment, explaining fire procedures & fire risk assessments and ensuring appropriate risk assessments are completed. The school will also be responsible for checking fixtures & fittings before and after the letting, and keeping signed copies of the Lettings Agreements. The school is responsible for annual checks of fire equipment and displaying arrangements for fire safety.

**The school will not be held responsible for any injury to persons or damage to property arising out of the letting of the premises.**

### **Hirers' Responsibilities**

For all one-off hires a deposit is payable on booking but the liability of the hirer is not limited to this sum. The deposit will be repaid only after the Head Teacher/Governing Body has determined there has been no damage.

Subject to availability, car parking facilities may be available for use by the Hirer and other adults involved in the letting. The Hirer will request this in the Application Form.

It is the responsibility of the hirer to obtain the relevant licences required for the event and a copy of the licence must be provided to the school at least 14 days prior to the event.

The school is not responsible for infringements of any subsisting copyright or performing right, and the Hirer must ensure indemnity against all sums of money which may be due by reason of an infringement of copyright or performing right occurring during the period of hire.



The Hirer shall pay the cost of any reparation required. If activities involve outdoor use, Hirers should ensure footwear is cleaned before re-entering the premises. Any damages or broken equipment must be reported to the school or Site Manager, whether caused by the Hirer or otherwise, as good vigilance will ensure the safety of all other users.

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is suggested that the Hirer makes its own arrangements. Use of the schools resources may not available.

No food or drink may be prepared or consumed on the premises without the direct permission of the Headteacher/Governing Body, in line with current food hygiene regulations. At least one person on the premises during the letting must hold a current Food Hygiene Certificate (minimum Level 1). A copy of this certificate to be provided to the school at least 14 days prior to the hire. All litter must be removed from the site at the end of the hire.

**No intoxicants/ unlawful drugs shall be brought on to or consumed/ used/sold on the premises.**

**The whole of the school premises, including the external areas, is a non-smoking area, and smoking is not permitted.**

School equipment can only be used if requested on the application form and if its use is approved by the Headteacher/ Governing Body. Responsible adults must supervise the use of any equipment which is used and ensure its safe return.

The Hirer is liable for any damage, loss or theft of school equipment it is using, and for the equipment's safe and appropriate use.

Use of light or fixed catering/cleaning equipment is limited and the Hirer will need to demonstrate a competence level for use of equipment, plant or other issues on food hygiene standards.

Children under the age of 16 years are NOT allowed in the kitchen areas.

The Hirer shall ensure that the premises are vacated promptly at the end of each period of use or letting. The Hirer is responsible for supervising any children taking part.

Additional charges apply to events finishing after 10pm Monday-Friday, and a supplement will be applied for those events taking place at the weekend.

The Hirer is responsible for ensuring adequate supervision and preservation of good order for the full duration of the letting and until the premises are vacated, also the prevention of overcrowding and keeping clear all gangways, passages and exits.

**Under no circumstances should the hirer move the hall screen.**

The hirer must obtain from the school the maximum numbers permitted for each event.



### **Fire Precautions**

The Hirer will be provided with a copy of the school's Emergency Evacuation Plan.

Emergency exit lights will operate at all times.

The Hirer must be in attendance for the whole time that the premises are hired and during this time an adequate number of adults will be on duty.

In the event of an emergency the Hirer has overall supervision of the Hire and is, therefore, entirely responsible for all individuals attending the event..

The use of pyrotechnics, special effects and smoke effects is not permitted under any circumstances.

All gangways, corridors, fire escape routes and external passageways intended for entrance and exit will be kept entirely free from obstruction.

The Hirer must familiarise themselves with the position of a telephone for summoning assistance, fire alarm system, escape routes, operation of fire doors and the location of the assembly point

### **Materials**

Flammable materials are not to be used for the decoration of the premises.

No naked flames are permitted on the school site.

No hazardous Substance/s shall be brought onto school premises as listed under COSHH regulations.

### **Temporary Electricals**

Any electrical equipment brought by the Hirer onto the school site MUST comply with the recommended practice for portable electrical appliance equipment. Equipment must have a current certificate of safety from a qualified electrical engineer. The intention to use any electrical equipment must be notified on the application form.

All temporary installations should be disconnected from the permanent installation immediately after the completion of the Hire.

### **Additional Requirements**

The hirer must provide adequate supervision over everyone taking part in the Hire including spectators. Casual spectators not included in the Hire must not be admitted.

Vehicles must not be driven over or parked on grassed areas.

Any speakers must be operated at moderate volume.

Leavers are asked to act responsibly so not to cause a nuisance to the school's neighbours.



### **After the Hire**

The Hirer will ensure that the premises are vacated promptly at the end of each period of use or letting. The Hirer is responsible for supervising any children taking part in an activity.

All areas must be left clean, tidy and safe.

The Hirer must ensure that all windows and doors are closed and secured.

### **Termination**

In the case of regular hires, each party reserves the right to terminate the agreement giving the other party one month's notice in writing.

In the event of a breach of the terms of the agreement by the Hirer, the school may terminate the agreement with immediate effect.

The school's decision to terminate the agreement shall not give rise to any claims for damages or costs by the Hirer.

### **Indemnity**

The Governing Body has arranged appropriate public liability insurance to cover all 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.

### **Disability & Equal Opportunity**

The Hirers need to comply with the Disability Equality Scheme.

The responsibility for making sure the accommodation is suitable for the needs of all users, is the responsibility of the Hirer and not the school.

The hirer is to be committed to providing the equality of opportunity for all adults, children and families.

The Hirer is to be committed to the principle that any behaviour, language or action that results in discrimination or disadvantage is unacceptable.

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.

**Cross Referenced:** Health & Safety Policy Complaints Policy, Data Protection Policy, Equal Opportunities Policy, Finance Policy