



# Meadowside Community Primary & Nursery School

A Member of **The Challenge Academy Trust**

## Lettings Policy

<b>Policy written by</b>	School
<b>Date Policy Written</b>	Nov 2021
<b>Date Agreed by Governors</b>	Dec 2021
<b>Next Review</b>	Dec 2022
<b>Head teacher</b>	Mr S Wright 
<b>Chair of Governors</b>	Mr P Calrow 

*'Where Learners Grow'*

## Related Policy / Legislation

<b>Related Policy / Legislation</b>	<ul style="list-style-type: none"><li>• Managing allegations against staff</li><li>• Safeguarding Policies</li><li>• Whistle Blowing</li><li>• Code of conduct policies</li><li>• Charging and remissions policy</li><li>• Internal Financial Regulations</li><li>• Whole school pay policy</li><li>• Health and Safety</li></ul>
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## Conditions of Use

The purpose of the Letting Policy is to establish the school Governors' criteria for letting of the school premises, the categories of prospective hirers and the scale of charges. The accompanying conditions of this hire agreement provides more details of the responsibilities of the hirers and must be read alongside this policy. The school premises are provided essentially for educational purposes and the promotion of its vision. The premises must not be let in such a manner as to prejudice this purpose.

## Letting Policy

The Governors have agreed that the premises may be used subject to the following:

- Apparatus, furniture or equipment belonging to Meadowside Primary School shall only be used for their proper purposes. Equipment should only be used with the prior consent of the Headteacher.
- All mains powered electrical equipment brought onto the premises must be safe, **PAT** tested annually and evidence may be required that it has a valid test and inspection certificate (the certificate should be less than one year old for earthed equipment, or less than 4 years old for double insulated equipment). Lower voltage equipment must also be safe and in good condition.

The hiring body shall be responsible **during** the function for which the premises are hired for ensuring:

- all safety requirements and recommendations of any licensing authority are complied with
- any limitation on the number of persons admitted imposed by any licensing authority or the Governors are complied with
- Suitably qualified persons are employed to be responsible for the supervision of the premises and the conduct of those attending, so as to avoid personal danger and damage to the premises.
- The Hirer must be advised that they cannot rely on the school's risk assessments for any activities carried out during the letting and must complete their own risk assessments, a copy of which must be held by the school.
- The governing body requires any third party providers offering community facilities or services through the school premises, or using school facilities, have their own complaints procedure in place, fire evacuation, First Aid and other Health and Safety Policies and Procedures.
- Should the alarm be activated by the hirer when locking up, by the way of the premises being inadequately secured by the hirer, then the hirer will account to the Governors for any costs resulting from the alarm activation.

### **Smoking**

No smoking/vaping on the premises or in the school grounds is permitted.

### **Deposit**

The governing body has the right to request a deposit which is **non-returnable** if the letting agreement has been breached. The governors have the right to withhold the deposit if less than 24 hours cancellation notice is given.

### **Hiring Body**

The hiring body shall be responsible for reimbursing the full cost of any damage occasioned by users to premises, furniture, apparatus and equipment. The hirer will be required to indemnify the School against any liability at law, in respect of any accident involving death or bodily injury to any person or damage to or loss of any property, real or personal and happening consequent upon or in connection with the use of the premises, unless due to negligence/default of the Governing Body, its Servants or its Agents.

## **Key holders**

It is the responsibility of any hirer who is also a keyholder to ensure they comply with the school's Lone Working Policy. It is also their responsibility to ensure that the building and grounds are secure before locking the gate. Key holders will be vetted. (It is also not permitted to handover responsibility to another person / persons who are not on the list of Key holders to be responsible to cover sickness or holidays for others Key holders within your group without letting the Business Manager know in advance)

## **Health & Safety**

All persons hiring the school premises will be expected to conform to the school's Health & Safety regulations & policy and it is their responsibility to keep up to date with the school's policies. All hirers must comply with the Disability Discrimination Act (DDA) 2005. *Failure to comply with Health & Safety or DDA regulations will result in an immediate termination of the contract without exception.*

The hiring body shall adhere to times agreed. Any use of the school building additional to the agreed times will be charged at the agreed hourly rate or part thereof.

The parking of vehicles on the school's property shall be permitted in approved areas only, on condition that persons do so at their own risk and that they accept responsibility for any damage to the school's property or injury to any person, whether connected to the establishment or not, caused by such vehicles or their presence on the school's premises.

The hiring body shall comply with such additional conditions as The Challenge Academy Trust, Headteacher or the Governors may require in writing, to be observed for a particular letting.

The numbers of people attending at any one time must not exceed the numbers indicated on the booking form and agreed with the school. Failure to comply with this condition will result in the immediate termination of the letting without refund.

The hirer must make her/himself aware of the fire evacuation procedures relating to the area hired and must ensure that all fire exits are kept clear during the letting. A copy of Fire Procedure will be given. But hirers must have their own policy and procedure with regards to Fire Evacuation.

The hirer must make her/himself aware of the school's health and safety policy and must not interfere with or misuse anything which is provided in the interests of health, safety or welfare.

If the hirer uses the building during school hours, the hirer must provide a list of those attending, before and after school clubs must provide school with a letter stating that safeguarding guidelines have been followed and all staff hold a DBS. Any evening letting not affiliated with the school do not need to provide evidence of DBS checks.

The Hirer is responsible for ensuring that good order is kept on the premises and within the immediate environs of the school, and that the premises are left in a clean and tidy condition.

For security reasons, the Hirer will not have access to the school telephone. Hirers should use a mobile telephone for use in an emergency.

Animals, other than Guide Dogs, are not permitted anywhere on the school premises. This is purely on grounds of hygiene.

No combustible materials are to be used within the school, except with the expressed approval of the Governing Body.

### **In the event of an incident, fire or near miss**

The school must ensure that an Incident Report form is made available to the Hirer, who in turn, must ensure one is completed correctly and that an investigation is undertaken. A review of the risk assessment for the activity will be required. If the Hirer has produced a risk assessment then the hirer is responsible for undertaking the review and informing the school of any findings that may be relevant. Schools are NOT responsible for undertaking risk assessments for Hirer's activities.

### **In the event of fire**

The Hirer will call the Fire Service (if school staff are not present and supporting the activity)

All users will evacuate the building via the nearest fire exit and muster at the designated point.

Users must not re-enter the building until the 'all clear' has been given. The Fire Service will give this.

Fires must be reported using the Incident Report form.

## **Licences**

There are a variety of licences that may be required for different types of function. The onus is on the Hirer to ensure which are necessary, and must produce documentary evidence before the letting takes place. The Hirer will indemnify the school and The Challenge Academy Trust against any action brought about by failure to obtain the necessary licence(s). The following categories of letting may require a licence:

- Theatre licence
- Copyright/Royalty licence
- Cinematography licence
- Alcohol
- Music, Singing and Dancing

## **Insurances**

Any outside body wishing to hire the school's premises, or any part thereof, for an event not associated with the school's normal activities, MUST have Public Liability Insurance for a minimum level of indemnity of £5m.

All hirers must carry sufficient Third Party Liability insurance to satisfy The School and The Trust requirements. The Hirer will be responsible for ensuring that the group has adequate insurance appropriate to the activities organised.

### **The school reserves the right to levy an additional charge to cover:**

- any additional cleaning that may be required after an event
- the cost of repair of damage to the school fabric or equipment
- the cost of replacement of any items of school equipment if uneconomical to repair
- the Hirer will be entirely responsible for the proper use of facilities and must take all reasonable precautions to ensure that there is no damage to the fabric of the building, furniture and fittings or any school equipment.
- the Hirer shall indemnify Meadowside CP School and The Challenge Academy Trust when signing the application form against any claim for bodily injury or loss of damage to property (real or personal) whether belonging to the School or the Trust or to any other person if the said loss, damage or injury is either caused by the negligence of the user or by the negligence of any other person using the premises hired with the permission of the Hirer.

- the effect of the Hirer will be liable to indemnify the School and The Trust for any damage which is caused when the premises are being used for a function for which they are let. However, it is only operative if the damage etc. is caused by the negligence of the user or any other person using the premises with the Hirer's permission.

## **Use of the premises for school functions will take priority over lettings.**

The Governing Body and Headteacher of Meadowside CP and Nursery School will set charges for lettings guided by these principles:

1. Lettings to the PTA of Meadowside CP and Nursery School will be free of charge.
2. Lettings to bona fide community groups including the church, parish council, local youth and sports clubs will be charged at the community rate. (See table 1).
3. Lettings to WBC or any education groups will be charged at the community rate. (See table 1).
4. Lettings for after school clubs will be charged at the community rate or the provider will provide in school support as agreed by the Headteacher
5. Long term lettings to provide wraparound care will be charged at a rate agreed between the provider and the Headteacher in agreement with the governors to ensure the viability of the care.
6. Lettings to all commercial enterprises will be charged at the commercial rate (See table 1).

## **Termination**

Either party may terminate the agreement upon providing no less than 30 days written notice to the other party, such notice being deemed effective the same day if sent by e-mail and received by the other party by 4pm on that day or if given by post the second working day after posting.

If during the course of the Agreement the Governing body feel that the Hirer is using the premises in such a way as to conflict with or prejudice the school's educational purposes or vision, it may terminate the agreement by providing the Hirer with one week's written notice.

## **Discounted or abated Letting Fees**

When setting the charge for an agreed letting in accordance with the rates in **Appendix A** the governors will consider discounting or abating at their absolute discretion the scale fee for those applications that fall within the categories listed at **Lettings Policy** above.

When a Letting fee discount or abatement is requested and/or is thought to be appropriate, the Governors' decision regarding the Letting fee will be determined by reference to the following:

- Will the Letting result in any intrusion upon normal school activities?
- Will the charging of a Letting fee adversely affect the viability of an educational or a community use project?
- Will the Letting require use of school equipment?
- Any extra costs incurred by the school in respect of the Letting such as caretaking, cleaning.



## **Payment of letting charges**

### **APPENDIX A**

<b>Room</b>	<b>Cost p/hour for community use</b>	<b>Cost p/hour for commercial use</b>
<b>School Hall</b>	<b>£12.50</b>	<b>£15</b>
<b>Classrooms</b>	<b>£10</b>	<b>£15</b>
<b>Community Learning Room</b>	<b>£5</b>	<b>£10</b>
<b>Playing Field</b>	<b>£25</b>	<b>£30</b>
<b>Outside Changing and shower room</b>	<b>£12.50</b>	<b>£30</b>

**These rates do not include any element for caretaking. Current Maintenance Officer hourly rate of pay (as at September 2021) £10.83 in working hours. Additional costs outside normal working hours may apply.**

## **APPENDIX B**

### **APPLICATION FOR USE OF THE SCHOOL PREMISES LETTINGS FROM**

#### **PROCEDURE**

1. Send out Standard Letter for Use including:
  - (a) Booking Form
  - (b) Indemnity Agreement
  - (c) Conditions of Use
2. Check compliance with Governors' Use of School Premises Policy.
3. Check availability of facilities requested.
4. Confirm Use of Premises to proposed User.

## **APPENDIX B.1**

**This form of application must be received at the School not less than 14 days in advance of the proposed date of use.**

1. Purpose of Use of the Premises:

\_\_\_\_\_

2. Date of Proposed Use: \_\_\_\_\_

3. Proposed Start and Finish Times: \_\_\_\_\_

4. Nature of Accommodation Required: \_\_\_\_\_

5. Time Required: From: \_\_\_\_\_ To: \_\_\_\_\_

6. Has the organisation used the school premises previously? \_\_\_\_\_

**I accept the conditions of use of school premises enclosed with this form and agreed to indemnify the Governors and Authority against any claim arising from the use of the premises and to reimburse the Governors and/or Authority for the cost of remedying any loss or damage occasioned by the use of the school for any function.**

SIGNATURE:

DATE:

ADDRESS:

POST CODE

TEL. NO:

## **APPENDIX B.2**

### **STANDARD LETTER FOR USE OF SCHOOL PREMISES**

Dear Sir/Madam,

Further to your recent enquiry, I enclose the following for your completion and return:

(a) Standard Application Form

(b) Conditions of Use

(c) Indemnity Agreement

Please complete and sign these forms as soon as possible and return to the School Business Manager. If you have any queries on the above, please contact the School Business Manager. 01925 632705

Yours faithfully

Stephen Murphy

## **APPENDIX B.3**

### **USE OF SCHOOL PREMISES: INDEMNITY AGREEMENT**

(1) Name of Premises: \_\_\_\_\_

(2) Name of Organisation/Person Using Premises:

\_\_\_\_\_

*In consideration of the Governors of Meadowside CP and Nursery School granting us the use of the facility/facilities requested at the above premises, we agree to replace or pay to the School the cost of making good any damage caused to the premises by reason of the use of the premises by us. It is further acknowledged and agreed that the Governors give no warranty of the suitability of the premises for the use to which we intend to put them and we hereby agree to indemnify the Governors, its officers, and staff against all actions, costs, claims and demands arising out of any accidents which may occur on the said premises during their use by us provided that the same is not due to any negligence, omission or default of the Governors or school staff, its officers. It is further acknowledged and agreed that we will indemnify the Governors in respect of all actions, costs, claims and demands arising out of any breach of copyright as defined in the Copyright Act 1956*

SIGNED:

DESIGNATION:

DATE:

## **APPENDIX B.4**

### **STANDARD LETTER FOR CONFIRMATION OF USE OF SCHOOL PREMISES**

Dear

Organisation: \_\_\_\_\_

Thank you for your completed application form. The facilities you requested will be available for

your use from \_\_\_\_\_ until \_\_\_\_\_

The cost for the hire of the building is \_\_\_\_\_.

Please see attached invoice. Payment must be made in advance.

Yours sincerely,

This policy was adopted by governors on \_\_\_\_\_

Signed \_\_\_\_\_

## **APPENDIX B.5**

### **CONDITIONS OF USE OF SCHOOL PREMISES**

1. Hire fees are invoiced by the school prior to the event and must be paid in advance. Regular hirers will be invoiced monthly.
2. A risk assessment must also be completed and returned to the school with the signed contract. All lettings, whether community or commercial, must complete a risk assessment for their activity.
3. Hirers must ensure the school receives copies of insurance documents prior to the event.
4. DBS checks must be provided to the school for any adults organising events that include children.
5. It is the responsibility of the User to obtain all the appropriate licences, copies of these must be given to the school prior to the event. Failure to do so could result in cancellation of the event. (The school premises will not be let for functions where a Public Entertainment Licence is required with the exception of events held and agreed by the Headteacher) The User will make all arrangements to ensure adequate protection of school property and equipment.
6. The User shall be fully responsible for the orderly nature of the function and shall ensure compliance with the following safety issues, reporting accidents, first aid, fire/emergency evacuation. (Further details can be obtained from the Headteacher)
7. Attendance shall be limited to the number of persons which may be comfortably and safely accommodated on the premises.
8. The school will not be held responsible for the loss of or damage to the property of Users or guests.
9. Any damage arising from the hiring of the school premises will be repaired by the school and charged against the party or person hiring the premises. All irregularities, damage and loss relating to the facilities and school owned property must be reported to the Headteacher within 24 hours of the occurrence.
10. The User shall not interfere with the gas, electrical or water fittings.
11. The User shall not sub-let the premises.
12. There shall be no general admission to the public to any function.
13. School wi-fi systems will not be accessed without prior permission from the Headteacher.
14. All articles found in the building shall be handed to the Maintenance Officer.
15. School accommodation will not be let for any lecture, entertainment or purpose having, in the opinion of the Governors, an immoral or vicious tendency.
16. Payment of gratuities to any member of the School Governors, School Staff or the Servants of the Education Authority and acceptance thereof by such servants is forbidden.
17. After the letting, the premises should be left in a perfectly, clean state and where this condition is not observed the User shall be refused further use.
18. The Caretaker has the right to remove any person from the premises who infringes any of these regulations and may call in the aid of the police for this purpose.
19. Any additional conditions which the Council approve shall be enforceable without notice.
20. No Use of the premises will be allowed for the purpose of private profit.
21. The premises will not normally be heated between the last day of May and first day of October for the User. Exceptions to this can be negotiated with the Headteacher. A charge may be made.
22. Furniture may not be moved without consent of the Headteacher, and where consent is granted furniture must be put back at the end of the hire period.
23. No school equipment (including PE equipment) is to be used without prior consent from the Headteacher.
24. One set of toilets will be allocated for use during the hire period.

25. The school parking facilities are available at the owner's risk.
26. Where the school is used as a Polling Station, the relevant authority will pay a standard fee.
27. For lettings including the school playground and/or playing field it is the responsibility of the hirer to ensure that the area is fit for purpose prior to the start of the activity.
28. Decisions whether to approve lettings rests with the Governing Body or Business Manager to ensure best value and deliver an appropriate service. The responsibility of the day to day management of lettings is the Headteacher. If the Headteacher believes a letting should not be permitted they will report the reasons to the Governing Body.
29. Cancellation of bookings must be notified to the Headteacher as soon as possible and no later than 24 hours before the date of use.

**FAILURE TO COMPLY WITH ANY OF THE ABOVE MAY RESULT IN CANCELLATION OF ANY EVENTS.**

**THE SCHOOL SHALL HAVE THE RIGHT TO CANCEL ANY FUNCTION WITHOUT NOTICE.**