

Woolenwick Junior School Lettings Policy V3

Policy Name	Lettings policy
Created by	MC
Responsibility of	Resources committee
Reviewed by	BR and resources committee
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Cycle	4 years
Approved by	Resources committee
Policy will be published	website

Version History

Version	Amendments	Date	Author
V1	Original document	2015	MC
V2	Complete re write	Jan 18	BR
V3	Addition of single hire form	Feb 18	CS

This policy has been written for Woolenwick Junior School, but also covers the Stevenage North Children's Centre Group and the out of school provision BLAST Club. Where 'Headteacher' is mentioned, this will mean 'Group Manager' for Children's Centre staff and 'BLAST Manager' for BLAST staff. Other school positions will apply to the equivalent positions in the other organisations.

AIMS

The Governing Body recognises that lettings are an opportunity for the school to provide a useful asset to the community and it will make every reasonable effort to enable the School premises to be used as much as possible. The Governing Body will endeavour to maximize the use of the premises to support local families, services and the community. 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. Our aim is to make the school available to the local community for child centred activities outside normal school hours in accordance with HCC regulations.

1. DEFINITION OF A SCHOOL LETTING

A letting may be defined as “any use of the school premises by individuals, community groups, or a commercial organisation”. A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils. School activities and functions have priority over external lettings. These activities include such things as staff meetings, parents’ meetings, Governing Body meetings, school events and extra-curricular activities of pupils supervised by school staff.

2. SCHOOL LETTING AGREEMENT

A School Letting Agreement (Appendix 1) covers the hire of accommodation for the occasional use of space such as the use of school hall etc. for activities run by external organisations or individuals. Prior to the granting of any School Letting Agreement a signed Agreement form must be completed and submitted by the proposed Hirer to the Headteacher and be accepted by the Governors.

A School Letting Agreement should cover a specific period clearly stated on the form e.g. one term or one academic year at a time. The 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 the Hirer or of creating any tenancy between the school and the Hirer.

3. GOVERNANCE.

The Headteacher is responsible for the management of lettings, in accordance with this policy. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, 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 Resources Committee who is empowered to determine the issue on behalf of the Governing Body. A joint risk assessment must be conducted for each proposed letting by the Hirer and School. (Appendix 2)

4. THE ADMINISTRATIVE PROCESS

Those seeking to hire part of the school premises should complete an Agreement Form available from the school office. The Headteacher will consider this with regard to the matters contained in this policy and will advise the applicant if the letting can go ahead. The letting will not commence until a copy of the Hire Agreement has been signed by the school and returned to the applicant. The person applying to hire the premises on behalf of the Hirer will be invoiced for the cost of the letting, in accordance with the current scale of charges. The Hirer must give their full details with their name, including their permanent private address (for individual lettings) or named senior personnel, contact details, full business address (for business organisations). No letting should be regarded as agreed until the 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. No public announcement of any activity or function taking place should be made by the Hirer until the letting has been formally approved as per the above.

5. MATTERS FOR CONSIDERATION

The Headteacher will need to consider a number of issues prior to agreeing to a letting.

Finance

A charge will be made to meet the costs incurred by the school for any lettings of the premises.

Charges for a Letting

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)

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)

Fee

The specific charge levied will be reviewed annually, by the Resources Committee for implementation from the beginning of the next financial year, with effect from 1st April of that year. Details of current charges will be provided in advance of any letting being agreed.

An initial deposit to be agreed with the Hirer should be paid before the commencement of the letting. Lettings will only be valid once the deposit is received. Payment charges must be received by the school in a timely manner. Failure to do so will mean that no further use of the premises can be made until such costs are paid in full. The school reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition incurring additional cost for cleaning, caretaking or other expenses.

Charges will be waived, with the exception of public liability insurance costs and open/closing fees, for the following:

Charity events, Fund raising events, Good Causes, Events at the discretion of the Head.

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

The Hirer must ensure that the number of persons using the premises does not exceed that for which the application was made and approval given, and that all terms and conditions are being adhered to, including responsibility for payment of all fees or other sums due in respect of the letting.

VAT

Vat will be charged as required in accordance with VAT rules where this is appropriate.

Public Liability and Accidental Damage 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 both the school and Hirer together. Copies must be given to the Hirer and kept on file in school. The Governing Body has arranged appropriate public and products liability insurance (to the value of £5million) under the HCC Third Party Hirers Scheme 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. A pro-rata cost of the insurance premium will be included in the hire charge.

Where 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 Governing Body may exclude the cost of the insurance premium from the hire charge. This decision is solely at the Governing Body's discretion. The minimum limit for this insurance cover is £5 million. The Hirer must produce the appropriate certificate 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 letting of the premises.

In addition, the School may require confirmation that the Hirer has public liability insurance and appropriate insurance for any additional items brought into the school by the Hirer.

Management and Administration of Lettings

The Headteacher must be satisfied that the Hirer is able to manage the let in accordance with school policies before agreeing to accept the letting. If the Headteacher does not feel that satisfactory management procedures will be in place during the let they will not accept the application. If the Headteacher has any concerns about whether a particular request for a letting is appropriate or not, they will consult with the Chair of the Governors and seek advice from the Local Authority.

Cancellations

Governors will seek to recover any cost incurred by the school which are unavoidable and result directly from the cancellation of a letting by the Hirer as set out in the charging policy. The Governing Body reserves the right to terminate a hiring agreement at any time on reasonable grounds and shall seek to give 14 days' notice for any single event and 28 days' notice for any regular booking.

Complaints Procedure

If a Hirer is dissatisfied with any aspect of the service it has received they should at the earliest opportunity attempt to resolve this with the Headteacher. Every effort will be made to resolve disputes between the parties quickly and effectively. Where the Headteacher has failed to satisfy the complainant, the Governing Body (or a committee or an individual governor delegated to do so by the Governing Body) will review the case and their decision will be final and binding on both parties.

Condition and Damage

The Hirer will keep the Premises in a clean and tidy condition when in occupation. The Premises must be left in the same condition as before the hire commenced.

Any damage that occurs during the Licence Period in or to the Premises will be the responsibility of the Hirer and the Hirer shall pay to the School the cost of making good any such damage.

Safeguarding

Lettings will not be made to persons under the age of 18, 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. Persons may have to undergo, at the discretion of the Headteacher, a criminal record check via the Disclosure and Barring Service (DBS)). If a letting involves contact with the school's pupils, all personnel involved may be required to have appropriate recruitment and vetting checks. All staff in schools are required to be cleared at Enhanced level and therefore this should be replicated across to Hirers.

The Hirer is responsible for ensuring adequate supervision ratios and up to date and adequate DBS checks where applicable. The Hirer will maintain and provide copies to the school, in relation to DBS evidence, contact details (including all emergency contacts), changes in staffing, responsibilities and absence.

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

Access

The Governing Body reserves the right of access to the premises during any letting. The Headteacher or members of the Governing Body may monitor activities from time to time. The Headteacher will decide conflicting requests for the use of the premises, with priority at all times being given to school functions.

Access to the school's toilet facilities is included as part of the hire arrangements but the Hirer must not enter staff areas or any classrooms. The Kitchen should not be used without prior agreement from the Headteacher. Subject to availability, car parking facilities may be available for use by the Hirer. The Hirer must request this in the Application Form.

Policies

The school will provide the Hirer with instruction to access to copies of appropriate school policies e.g. Lettings, Complaints, Equality, Safeguarding, Equality Policies, Health & Safety, which the Hirer is required to comply with.

Electrical Equipment

Any electrical equipment brought onto the school premises by the Hirer **MUST** comply with the LA code of practice for portable electrical appliance equipment. Equipment must have a valid certificate of safety from a qualified electrical engineer.

First Aid Facilities

There is no legal requirement for the school to provide first aid facilities for the Hirer. The Hirer must make its own arrangements. Use of the school's first aid facilities is not available.

Food, Smoking, Drink & Drugs

No food or drink may be prepared or consumed on the premises without the permission of the Headteacher, in line with current food hygiene regulations. All litter must be placed in the bins provided. No intoxicants/ unlawful drugs shall be brought into or consumed 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

This can only be used if requested on the application form, and if its use is approved by the Headteacher. Responsible adults must supervise the use of any equipment which is issued 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.

Vacation of Premises

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 persons taking part in any activity until they have left the school premises. Additional charges will be made where the Premises Manager is unable to lock-up at the time agreed in the letting agreement.

Behaviour

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 they must keep clear all fire escape routes and exits.

Promotional Literature/Newsletters

A draft copy of any information to be distributed to participants or through the school must be approved by the Headteacher prior to distribution by the Hirer.

Site Security

Only the named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Headteacher.

Appendix 1

<p style="text-align: center;">Woolenwick Junior School Premises Hire Agreement for regular hiring</p>
<p>Both parties confirm that they agree to comply with the Terms and Conditions set out in the Woolenwick Junior School Lettings Policy Document which the Hirer confirms that they have seen and accepted by signing this Agreement and a copy of which is attached to this Agreement.</p>
<p>This Agreement is made on the and will be valid forunless terminated before that end date in accordance with the cancellation provisions of the School Lettings Policy.</p>
<p>Agreement Between:</p> <p>Woolenwick Junior School Bridge Road West Stevenage Herts SG1 2NU</p> <p>And</p> <p>Name:</p> <p>Address:</p> <p>Tel:</p> <p>Email:</p> <p>Person responsible:</p>
<p>The Hirer is deemed to be a <u>non-profit making/ profit making</u> organisation and the agreed hourly rate in accordance with the Woolenwick Junior School Lettings Policy is £..... per hour.</p> <p>(delete as appropriate)</p>
<p>Purpose of the hire: (activities to be undertaken)</p>
<p>Insurance details:</p> <p>Have copies of valid Public Liability insurance cover for the proposed activity (to a minimum of £5 million) been provided (Yes/No)</p> <p>Is Employee Liability insurance which adequately covers all employees (to a minimum of £10m) required in this instance (Yes/No)</p>

If yes have copies been provided (Yes/No)

Accommodation:

(Accommodation required by the Hirer)

Dates and Times:

Payment total per month:

Based on the agreed hourly rate and the total hours requested the total charge per month is £..... payable monthly in advance.

Facilities:

(e.g. toilets, entrance/exits, kitchen, car parking etc)

Attendees:

Approximately how many people will be attending?

Age range of those attending:

Qualifications:

(Qualifications required to deliver the activity/service)

Do the service providers have valid first aid certificates? (Yes/No)

Health & Safety:

Is a risk assessment required to cover the activities which will be undertaken? (Yes/No)

(If yes then a School Lettings Risk Assessment Form is to be completed and signed by both parties and attached to this Agreement)

Vulnerable Groups:

Does the activity involve vulnerable groups (Yes/No)?

If yes then evidence of safer recruitment checks and DBS checks are to be provided

Signatures:

School

Name:

Date:

Hirer

Name:

Date:

Woolenwick Junior School Premises Hire Agreement for a single event

Both parties confirm that they agree to comply with the Terms and Conditions set out in the Woolenwick Junior School Lettings Policy Document which the Hirer confirms that they have seen and accepted by signing this Agreement and a copy of which is attached to this Agreement.

Agreement Between:

Woolenwick Junior School
Bridge Road West
Stevenage
Herts
SG1 2NU

And

Name:

Address:

Tel:

Email:

Person responsible:

The Hirer is deemed to be a non-profit making/ profit making/staff/governor and the agreed hourly rate in accordance with the Woolenwick Junior School Lettings Policy is £..... per hour or a one of fee of £..... Total hours of hire Total cost

(delete as appropriate) Please attach payment to this form

Purpose of the hire: (activities to be undertaken)

Insurance details:

Have copies of valid Public Liability insurance cover for the proposed activity (to a minimum of £5 million) been provided (Yes/No)

If yes have copies been provided (Yes/No)

Where no insurance is provided, the schools own public liability insurance will be in place providing the hire charge has been made in advance.

Accommodation:

(Accommodation required by the Hirer)

Date and Times of event**Facilities:**

(e.g. toilets, entrance/exits, kitchen, car parking etc)

Attendees:

Approximately how many people will be attending?

Age range of those attending:

Health & Safety:

Is a risk assessment required to cover the activities which will be undertaken? (Yes/No)

(If yes then a School Lettings Risk Assessment Form is to be completed and signed by both parties and attached to this Agreement)

Locking up of school

Do you require someone to open / lock up the school yes/no

If you are locking up yourselves, who will be responsible for this and returning the keys promptly

Name

Signatures:

School

Name:

Date:

Hirer

Name:

Date:

Appendix 2

Woolenwick Junior School School Lettings Risk Assessment

Name of Hirer:	
Description of activities to be undertaken:	
Person/persons in charge of those activities:	
Maximum number of adults to be present:	
Maximum number of children to be present:	
Hazards: (Hazard – anything that can cause Harm) Risk level: (Risk – the chance, high, medium or low that someone may be harmed by the hazard)	
Action taken to eliminate/mitigate/control hazards:	
Review date:	