



# Lettings Policy

November 2021

## **Introduction**

Lettings can be defined as the use of school premises outside of the normal school day, or the use of parts of the premises not otherwise required by the school during the school day. At Holly Primary School the hall, together with its associated rooms and the field may be available for hire by outside bodies at times when not normally required by the school. The classrooms and the kitchen facilities will only be available for hire by special arrangement.

## **Implementation**

The implementation of the policy is the responsibility of the Headteacher. Roles may be delegated to the Office Manager or Administrative Assistant.

## **Scope**

This document covers the following issues:

- conditions of hire
- school use of premises
- free and subsidised lettings
- lettings fees

## **Conditions of Hire**

Bookings are taken subject to the following conditions and to the premises not being required for school use at any of the following times:

### Term Time

Monday – Friday 3.30 p.m. – 9.00 p.m.

### School Holidays

Monday – Friday 9.00am – 3.30pm.

Consideration for child care schemes / Sports clubs to be held within the school holidays will be reviewed on a termly basis.

In the event of there being more than one request to hire the facilities at a particular time, it will be the responsibility of the Headteacher and Governors to determine priority.

The hirer must ensure that activities are conducted under adult supervision in a manner unlikely to cause inconvenience to neighbouring property or to the public.

For lettings where the general public is admitted, it is the responsibility of the organisers to appoint responsible persons to maintain order throughout the letting. They should also ensure that First Aid cover is available and in the case of activities with children, the organisers should have an enhanced DBS disclosure.

The hirer shall meet the cost of making good all damage caused to premises or other property and shall indemnify both the school and the County Council from and against all costs, charges, claims and demands for injury, loss or damage to persons or property. It is advisable therefore that hirers should take out insurance cover including Public Liability of at least £2million for the period of the letting.

The hirers must not move, remove or stand on school furniture and equipment or move or remove other fixtures and fittings. The school piano must not be moved unless the written permission of the Headteacher has been obtained beforehand.

Notices may not be displayed on school premises or outside the school without prior

approval of the Headteacher. No articles may be affixed to the school fabric.

Cars may be parked only in recognised car parking spaces, and in the locality in such a way as to cause no nuisance to local residents. Neither the Governing Body nor County Council accept liability in respect of parked vehicles at the school site which are in any way connected with the letting.

It is the responsibility of the hirer to obtain and pay for all the necessary licences and insurances required in connection with the letting. There shall be no smoking permitted in or around the school, no animals brought onto the premises and nothing which could be considered as being inconsistent with the primary purpose or ethos of the school. For example, licenses for the sale and consumption of alcohol, gaming and lotteries licenses.

It is considered essential that all electrical equipment being used in any premises be connected to the mains electricity supply via an adaptor fitted with a residual current device. These units are designed to prevent electrocution if equipment is faulty or incorrectly wired. The unit must be tested before the mains supply is switched on in accordance with the manufacturer's instructions.

The hirer may not sublet the letting of the school premises, and may only use them

- for the purpose specified on the application form
- for the number of persons permitted

No special preparation may be applied to floors; footwear likely to cause damage to floors is not permitted.

At the end of the letting period, the hirer must ensure that the accommodation is left in a clean and tidy condition, with all furniture returned to its designated storage areas.

The letting of playing fields may be refused on grounds of over use or adverse ground conditions at the discretion of the Headteacher.

The order of priority for the use of school premises outside normal school hours is:

- (a) The school has first call on the premises for specific school purposes. A regular booking by an outside user may be cancelled if the school has need of the accommodation for its own purposes. Two weeks' notice will normally be given.
- (b) Meetings convened by the LA where reasonable notice is given.
- (c) Lettings for public Christian worship and educational or cultural purposes.
- (d) Other social gatherings, but excluding private parties.

All applications must be made in writing to the Head Teacher. The application will be signed and approved by the Headteacher, who will certify that the accommodation is available and the Site Manager has been notified.

The school will handle all lettings forms including raising invoices to hirers and arranging payment for the Caretaker.

In the event of cancellation, the Headteacher must be informed at least 24 hours before the commencement of the approved letting.

### **School Use of Premises**

School use of premises includes any activity initiated by the school. Such activities are those which relate to statutory educational provision and other school-originated activities

such as concerts, fundraising events, governors meetings, parents meetings, staff meetings and pupil meetings.

The Sex Discrimination Act 1985 and the Race Relations Act 1976 apply throughout this policy and will be adhered to throughout all stages of our lettings procedures.

Having regard to our duty under the Race Relations Act 1976 (but without prejudice to our duties under the Representation of the People Act 1983) the Governing Body will not let the school premises to organisations whose purpose is, amongst other things, to encourage racial discrimination and/or disharmony between persons of different racial groups, or are otherwise involved in activities prejudicial to good race relations.

### **Safeguarding including Preventing Terrorism and Radicalisation**

The Schools Safeguarding policy must be consulted and followed when dealing with external organisations that work with children or young people.

All hirers must state the purpose of the hire. The purpose of each application for hire will be checked and any concerns over the nature of the letting or gathering will be investigated by the Head Teacher and shared with the Chair of Governors before approval is given. The Head Teacher will submit an incident report if he suspects that the letting or gathering has been used for political purposes not previously authorised, the dissemination of inappropriate material or other purposes which could be reportable under the new statutory Prevent duties or which contravene current legislation in any way.

### **Free and Subsidised Lettings**

The school will not subsidise non-school activities out of its budgets and school lettings must be self-financing, although individual lettings may be subsidised by other lettings.

No lettings fee will be charged for school use activities. All costs will be met from the school budget.

### **Use of School Premises by the Local Authority**

If the Local Authority seeks to make use of school premises as venues for INSET events, Headteacher briefings, Support Service meetings and such like, the governors have the power to charge an appropriate lettings fee for the use of their premises. This will be at the community rate.

### **Lettings Fees**

The school cannot subsidise lettings from its budget. Income from lettings will accrue to the school as an addition to its budget share.

Fees will be charged at two levels:

- Community use – for events organised by members of the local community for members of the local community where there is no intention to make a profit for any private individual or company, e.g. Scouts, Beavers. This may include events where financial proceeds benefit the shared purpose of the group.
- Profit use – for events where there is a clear intention to make a profit for an individual

or a business, e.g. Weight Watchers

The scale of charges to outside bodies may also be applied during the school day. At least 24 hours notice of the cancellation of a letting should be given to the Headteacher. In default of this the Caretaker's minimum fee (currently £17.73 per 4 hour period) and an administration charge (currently £7.27) is to be charged to the hirer.

## Appendix

### Table A

Letting charges at June 2021 for the use of the Hall and toilet facilities.

<u>User</u>	<u>Mon – Fri</u>
Community	£40
Profit Making	£40

A deposit may be charged for any letting at the discretion of the Headteacher and in some cases the full fee may be requested in advance of the letting.

A Rolling Notice period of **3 months to each party to end the agreement is agreed at the start of all lettings.**

The Lettings fee will be reviewed on an annual basis by the Governing Body Finance Committee.

Update September 2021

## **School safeguarding responsibilities re: Lettings (September 2021)**

Where governing bodies or proprietors hire or rent out school facilities/premises to organisations or individuals (for example to community groups, sports associations, and service providers to run community or extra-curricular activities) they should ensure that appropriate arrangements are in place to keep children safe.

If the school premises/facilities are being used for a school activity under the direct supervision or management of your school staff, then your normal arrangements for child protection will apply.

Where the governing body agree to hire out the school facilities, the school must exercise its duty to ensure that those attending, including children, are safe. The school must ensure that the hirer has appropriate safeguarding and child protection policies and procedures in place. They should also ensure safeguarding requirements are included in any lease of hire agreement as a condition of use and confirm that failure to comply with this could lead to termination of agreement, furthermore, there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid. The governors can reserve the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons.

It is crucial that the head teacher is satisfied that the arrangements in place to safeguard children's safety and welfare are securely in place where external instructors use their school site outside of school hours as a part of a school letting. With regard to safeguarding responsibilities the head teacher should check:

- a) the ratio of adult instructors supervising children
- b) The qualifications of those instructors are appropriate for the activity undertaken
- c) All adults in regulated activity with children have been subject to an enhanced DBS and Barred list check.
- d) The individual or organisation should also provide proof of their identity and this information should be photocopied / photographed and held on the school lettings file.

It is therefore strongly advised that the school makes any lettings contract conditional upon these safeguards being in place.

#### **Out of hours / out of term activities**

- participants have access to information of how to report any safeguarding concerns.
- the Designated Safeguarding Lead is contactable by phone to give advice or the MASH number is available for out of hours emergencies.
- Out of Hours Emergency contact numbers are shared with the hirer.
- All other safety implications are carefully managed including: premises emergency procedures: risk assessments for activities where required: fire safety procedures are robust and understood and not compromised by a lack of trained staff (Fire Wardens or EVAC chair operatives); occupancy numbers not exceeded; vehicle parking; controlled access to unauthorised areas of the property.