



## LETTINGS POLICY

JANUARY 2015

### Management and Administration of Lettings

The Governing Body has elected to manage its own premises use subject to direction by the LA or any statutory requirements. The school's delegated budget share must not be used to subsidise any non-school use of premises and grounds (eg lettings).

#### **Definition of a Letting**

A letting is defined as 'any community use of the school premises and /or grounds outside of the school day and not associated with the corporate life of the school'.

Use of the premises associated with the corporate life of the school includes activities such as staff meetings, parents meetings, governors meetings and extra curricular activities of pupils by school staff. Costs arising from these uses are a legitimate charge against the school budget.

#### **Restrictions on a letting**

A letter **MUST NOT** give full-time exclusive use of all or parts of the premises or grounds. Any equipment provided by the hirer **MUST** be removed from the site or stored as agreed by the school, and **MUST NOT** restrict the use of the facilities by the school or other approved organisations. A letting must not interfere with the primary activities of the school.

#### **Categories of Lettings**

1. Community education activities and programmes directly sponsored or controlled by the LA (eg adult education, youth service and in-service training).
2. Activities that the LA wishes to support and develop under its subsidised lettings policy eg neighbourhood watch, scout and guides.
3. Lettings approved by the governing body.  
The governing body may decide to develop a policy of subsidy for certain categories of its own lettings, the funding for which **MUST NOT** come from the schools delegated budget share, unless it can be shown to be 'for the purposes of the school' as required by the Education Act 1988.
4. Lettings made under statute eg Elections, parish council meetings.

#### **Lettings Charges**

The governing body is responsible for setting charges. The charges will cover all the costs involved and **MUST NOT** knowingly provide subsidy from the schools delegated budget share, and will be decided on a case by case basis.

### ***The Administrative Process***

#### **Initial Approach by Potential Hirers**

To be made to the Headteacher who will identify their requirements and the facilities available (initial request). These details will then be shared with the Resources Committee for agreement.

The governing body has the right to refuse an application without stating any reason and no letting should be regarded as booked until approval has been given either in person or in writing. No public announcement of a function to be held should be made until the booking has been formally confirmed.

Once a letter has been approved a letter of confirmation should be sent to the hirer, setting out the full details of the letting, enclosing of copy of the lettings terms and conditions and stating payment details. In the event of a fee not being received no further booking will be taken from that hirer.

Policy agreed by Resources Committee June 2011



## CONDITIONS OF HIRE FOR SPRINGDALE FIRST SCHOOL

All conditions will be adhered to:

The Hirer shall be the person making the application for a letting and such person will be responsible for payment of all fees or other sums due in respect of the letting to the Hirer and for the observance of regulations imposed by the LA or their lawfully appointed agent.

### 1. DAMAGE, LOSS OR INJURY

The Hirer shall effect Third Party (Public Liability) Insurance within a minimum indemnity limit of £5,000,000 for any one occurrence to cover its legal liabilities for accidents resulting in injuries to persons, including participants in the hiring activity, and / or loss of or damage to property, including the hired premises, arising out of the letting of educational premises.

A certificate of insurance should be given to the school for confirmation. A copy will then be kept on the school file. It is the responsibility of the Hirer to issue an annually renewed insurance certificate to the school on reapplication.

The LA/School will not be responsible for any injury to persons or damage to property arising out of the letting of educational premises unless such injury or damage results from the negligence or breach of statutory duty on the part of the LA.

### 2. PROTECTION OF PREMISES AND MOVEABLE PROPERTY

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating the drilling of nails or screws into fixtures part of the school fabric will be permitted. In the event of any damage to premises or property the LA shall make it good and the Hirer shall pay the costs of such reparation.

### 3. 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 must adhere to correct adult to pupil ratios at all times and this must be stipulated in the agreement.

The Hirer shall be responsible for providing adequate supervision to maintain good order and good conduct.

When staging is present in the hall, no use is to be made of it and all people must be closely supervised.

**Access to a telephone** - There is no legal requirement to provide access to a telephone within the school premises. However, Springdale First School is prepared to allow use of the 'Emergency Phone' for emergency use only. Any calls made should be reported to the Caretaker or Headteacher at the end of the letting.

**First Aid Facilities** - There is no legal requirement to provide first aid facilities for hirers. It is the Hirers responsibility to make their own arrangements ie trained personnel and provision of first aid kit. However, if the letting is for an after school extra-curricular activity first aid provision is available and a school 'First Aider' is available on the premises until 4.30 pm in most instances.

#### **Fire Procedures -**

##### If the sounder is heard:

- ◆ Evacuate the hall through the emergency exits as marked and congregate on the bottom playground
- ◆ Leader to call fire service/police
- ◆ Leader to alert caretaker - caretaker will contact Headteacher /Borough of Poole emergency numbers

No flammable materials may be stored in school unless pre-arranged.

Fire regulations state that there may not be more than 345 persons in the hall at any one time.

#### 4. STATUS OF THE PERSON APPLYING FOR THE LETTING

Lettings will not be made to persons under the age of 18 or any organisation or group with an unlawful or extremist background. Therefore, all persons must undergo a CRB check and when lettings involve access to pupils of Springdale First School all personnel must be by prior arrangement with the Headteacher (at least a half terms notice to ensure checks are carried out). All adults working with pupils must be appropriately qualified and sports coaches must follow LA guidelines and checks.

#### 5. COPYRIGHT OR PERFORMING RIGHTS

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the LA against all sums of money which the LA may have to pay by reason of an infringement or copyright or performing right occurring during the period of hire covered by this agreement.

#### 6. SUB LETTING

The hirer shall not sub let to another person

#### 7. INTOXICATING LIQUOR

No intoxicants shall be brought on to or consumed on the premises without the prior approval of the governing body.

#### 8. SMOKING

All the school is a non-smoking area

#### 9. HEELS AND SHOES

No sharp heels to be worn in the school and if activities involve outdoor use please ensure footwear is cleaned before re-entering the school.

#### 10. VACATION OF PREMISES

The Hirer shall ensure that premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising pupils until they are collected and ensuring named adults collect them. In the event of an emergency the location point is in the bottom playground, which is well away from the school. You must have immediate access to your members contact details. Use of the school phone is available with location address as appropriate.

#### 11. CHARGES

Each application for hire will be considered individually by the resources committee of the Governing Body under the following criteria and agreed with the Hirer:

- \*Length of let
- \*Need for storage
- \*Caretaking services required
- \*Enhancement and well-being of staff

and charges will be agreed with the Hirer. These charges will be reviewed annually. The School Bursar will keep a booking diary, letting schedule and cancellations record.

2014/15 Charges are: £12 per session for after school before 5.00 pm  
£30 per session after 6.00 pm (up to 2.5 hours)  
£20 per session after 6.00 pm if staff member part of letting able to lock and unlock, therefore no caretaking time required.  
£70 per day weekends for hall + £10 per extra classroom required

##### Changes to Charges and Cancellations

The Hirer acknowledges that the charges may be increased from time to time (following annual review) and that the letting may be cancelled provided that in each circumstance as much notice as possible either way is given. It is the Hirer's responsibility to notify parents of changes in dates or venues in writing giving them reasonable notice of such changes. The Bursar will notify the Hirer of changes/cancellations.

#### 12. SECURITY

The governors will hire and pay for a person to be responsible for the security of the premises before, during and after the hire and the school will also be responsible for cleaning the premises after its use. This charge will be included in the letting fee. Only named key holders may operate the security system.

### **13. FOOD AND DRINK**

No food or drink may be prepared or consumed on the property without the direct permissions of the governing body due to food hygiene regulations. All litter must be placed in the bins provided. Drinking water is available in most rooms of the school.

### **14. SCHOOL EQUIPMENT**

School equipment may only be used if this is agreed as part of the original letting agreement. An adult must supervise equipment being used and its safe return. The Hirer is liable for damage, loss or theft of school equipment they are using.

The Hirer is responsible for safe and appropriate use of equipment. No use may be made of apparatus such as stage fittings, pianos etc without specific permission. Large PE equipment must not be used and staging set up for the use of the school will not be dismantled during the weeks it is in use.

### **15. PRIORITY OF USE**

The Governors will resolve conflicting demands for the use of the premises with priority being given to school functions and LA lettings.

### **16. ATTENDANCE**

The Hirer shall ensure that the number of persons using the premises does not exceed that for which application was made and approved.

### **17. 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.

### **18. 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.

### **19. RIGHT OF ACCESS**

The governing body and its agents reserve the right of access to the premises during the letting. The Headteacher/LA representatives or Governors will monitor activities from time to time.

### **20. CONCLUSION OF LETTING**

The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this is not adhered to an additional cost will be charged.

### **21. ELECTRICAL EQUIPMENT**

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

### **22. ALL LETTINGS ARE FOR THE SOLE PURPOSE OF THE ACTIVITY BOOKED. ADDITIONAL ACTIVITIES / PARITIES MUST BE APPLIED FOR THROUGH THE GOVERNORS.**

### **23. PROMOTIONAL LITERATURE/NEWSLETTERS**

A draft copy of any information to be distributed to club members or through school must be sanctioned by the Headteacher a week prior to distribution. Hirer's are responsible for the copying and collating (30 per class) of any literature. The school will distribute literature for clubs comprising of our pupils but a week must be given to enable the management of the task into the school workload.



# SPRINGDALE FIRST SCHOOL

## APPLICATION FOR LETTING

Date of Application:		Charge per session as agreed:		£	per day
Name of Main Applicant:					
Address:					
Phone Number:					
Name of Club:					
Activity of Club:					
Day of week Requested:					
Dates Required:		From:	To:	Number of Sessions:	
Autumn					
Spring					
Summer					
Session Times: <i>Allow setting up and clearing up time:</i>			From:	To:	
Is the school playground required?			Yes / No		
Is any school equipment to be used, please specify:			Yes /No		
Maximum Number of Participants:					
Names of supervising Adults: <i>If children are involved in the club please also give details of CRB clearances of adults supervising</i>		Name:	CRB Reference Number:	CRB Clearance Date:	
Name of Insurers, Cover copy to be attached:			Expiry date of Insurance:		
Signed by Applicant:			Date:		
Print Name:					
Signed by School:			Date:		
Print Name:			Designation:		