

PROMOTING POSITIVE OPPORTUNITIES FOR ALL

# ***BRIGHSTONE C.E. PRIMARY SCHOOL***



## **LETTINGS POLICY**

**Date Agreed: 12 June 2019**

**Review Date: June 2021**

**Signed: \_\_\_\_\_**

**Chair of the Board of Governors**

## **BRIGHSTONE CHURCH OF ENGLAND (AIDED) PRIMARY SCHOOL**

Revision No.	Date Issued	Prepared By	Approved	Comments
1	11 <sup>th</sup> October 2011	AJ	LMC	
2	25 <sup>TH</sup> September 2012	AJ	LMC	
3	21 <sup>st</sup> January, 2014	KH	LMC	
4	10 <sup>th</sup> December, 2015	KH		
5	January 2017	ES	LMC	Updated policy to include additional clarity, Terms & Conditions, new forms and rate increase from £8 to £10
6	June 2019	ES	Finance	No change

### **1. Introduction**

The Governing Body controls the use of the school premises both during and outside school hours. We regard the school buildings and grounds as a community asset and will make every effort to enable them to be available for the delivery of extended services including community use.

The Governing Body welcomes the opportunity to work with partner organisations in extending the range of opportunities to help children and young people achieve their full potential by engaging with services meeting the wider needs of children, young people, families and the local community. The Governing Body acknowledges that extended services, including community services, support and compliment the main teaching and learning activity within the school and contribute towards raising standards. However, we would ask that partners note that schools, by their very nature, may be more constrained than many other organisations in responding to lettings requests.

A charge will normally be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the *actual* cost to the school of any use of the premises must be reimbursed to the school's budget where those activities are not directly aimed at raising pupil attainment and achievement.

### **2. Definition of a Letting**

A letting may be defined as *"any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of 'Weight Watchers')"*.

A letting must not interfere with the primary activity of the school, which is to provide a high standard teaching and learning environment for all its pupils.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings, out of school hours learning / study support activities or any other extended services which support the raising of attainment and achievement, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

### **3. Charges for a Letting**

The Governing Body is responsible for setting charges for the letting of the school premises. A charge may be levied in order to cover the following:

Cost of services (heating and lighting);

- Cost of staffing (additional security, caretaking and cleaning) - including "on-costs";
- Cost of administration;
- Cost of "wear and tear";
- Cost of insurance (if the school has arranged its own public liability insurance – see terms and conditions p 5)
- Cost of use of school equipment (if applicable);
- Profit element (if appropriate).

Current charges will be provided in advance of any letting being agreed.

### **4. VAT**

In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions to this under certain circumstances). Charges made in respect of caretaker overtime and hire of equipment are subject to VAT.

### **5. Capacity of Hall**

It has been calculated with reference to Health and Safety considerations that our school hall should have a maximum of 120 people in any function or event; therefore this is the maximum when for hirers.

### **6. Management and Administration of Lettings**

The Headteacher is responsible for the management of lettings, in accordance with the Governing Body's policy. The Headteacher has delegated this responsibility to the Senior Administrator 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, s/he will consult with the Chair of the Governing Body.

## **7. Licensing of Premises**

The Governors will be required to approve any application to the Licensing Justices for occasional licences for the sale of alcoholic liquor in connection with any function to be held on school premises, whether organised by a school organisation or any other body.

It should not be assumed that this facility would automatically be available to all users of the premises and the actual application to the Licensing Justices would have to be made by the Hirers at their own cost.

It is also the responsibility of the hirer to obtain other necessary licences/consents etc., which may be required for the function e.g., music & entertainment, copyright, performance etc.

## **8. Use of Playing Fields**

The hire of the playing fields will be subject to the suitability of the pitches for play on the day of hire. It is the responsibility of the hirer to check with the school about the condition of the field on the day in question.

The hirer will be held responsible for his own legal liabilities in respect of any damage caused to any part of the playing fields.

Dogs are not permitted on the playing fields or school grounds, except by special arrangement.  
No Fouling of Pitches.

All marquees and tents to be pitched away from the main playing area in locations agreed with the Head Teacher.

All litter to be cleared from the pitches.

## **9. Use of School Kitchens**

Separate permission to hire the school kitchen must be obtained from the school.  
The same conditions, including insurance, will apply.

## **10. Key holder System**

Regular users of the school premises may apply for the use of the main door key. The use of this will enable the hirer to lock up the premises and reset the burglar alarm system. As the hirer will not incur full 'on cost' charges, the charge to hire the premises per hour will be increased. This is to include the cost of energy, wear and tear, and heating.

The person nominated to hold a key to the school will not be allowed to keep it permanently. The key holder will collect the key on the day of the letting from the school and hand it back the following day. Long term letting key holders will hold the key until the end of their term of contract to which they will return the key to the office. Where the letting falls on a Friday evening, suitable arrangements should be made between the key holder and the school for the return of

the key. In the case of any difficulty arising from this condition or if any variation to the arrangement is required in a specific case, the matter should be discussed with the Head Teacher.

If the key holder loses the key, he / she will be responsible for meeting the cost of a replacement key and, if required by the school's insurer, a replacement lock

## **11. The Administrative Process**

Organisations seeking to hire the school premises should approach the School Office who will identify their requirements and clarify the facilities available. An ***Initial Request Form*** should be completed at this stage. The Governing Body has the right to refuse an application, and interested parties should be advised that no letting should be regarded as "booked" until approval has been given in writing.

Once a letting has been approved by (or on behalf of) the Governing Body, confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement. The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting as appropriate in accordance with the Governing Body's current scale of charges.

## **12. Public Liability and Accidental Damage Insurance**

Brighstone CE through the Isle of Wight Council has arranged for non-commercial hirers (i.e. non-profit making bodies) to be indemnified against liabilities arising from the letting of premises in the sum of £2,000,000. This cover provides for bodily injury arising from negligence to third parties and/or loss of damage of their property and includes the premises as let and the contents thereof.

**Commercial hirers must make their own insurance arrangements to the same criteria and provide documentary evidence that they have done so.**

## **13. Child Protection**

Any organisation submitting a lettings request involving working with children and/or young people must submit to the school a signed copy of their current Child Protection Policy.

All hirers must state the purpose of the hire. Each application will be vetted and any concerns will be reported to the headteacher prior to approval.

When determining whether to approve an application, the headteacher will consider the following factors:

- The type of activity
- Possible interference with school activities
- The availability of facilities
- The availability of staff
- Health and safety considerations
- Whether the letting is deemed compatible with the ethos of the school

## **14. Charges**

Main school hall / playing field - £10.00 for every hour or part hour

£25.00 for a 3 hour session (this being a morning, afternoon or evening)

Kitchen facilities – additional £20.00 subject to understanding that kitchen will be left exactly as it is found.

Caretaker Charges – if the caretaker is required to open / close the premises there is a minimum charge of 30 minutes based on the following rates:

Before 8.00pm: £15.00 + VAT per hour

After 8.00pm £20.00 + VAT per hour

Commercial and regular / long-term bookings can be negotiated and agreed by the Finance Committee.

These charges cover normal use of lights, heating, toilets and equipment such as tables and chairs. If the hirer wishes to use other specific school equipment separate arrangements and charges will need to be agreed.

Lettings for activities which are for out of hours school-run activities or activities linked to the Diocese / Church / Brighstone School Association (BSA) are offered free of charge or for a donation towards utilities.

## **TERMS AND CONDITIONS**

### **FOR THE HIRE OF SCHOOL PREMISES**

All terms and conditions set out below must be adhered to. The "Hirer" shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

#### **Status of the Hirer**

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background.

If a particular letting involves contact with the school's pupils or other young people then -

- Any organisation submitting a lettings request involving working with children and/or young people must submit to the school evidence that appropriate policies and procedures are in place with regard to safeguarding children and child protection and provide evidence to the school of criminal record check relating to all staff and others working closely with children. The Governing Body will ensure that there are arrangements in place to liaise with the school on these matters.
- The Governing Body may require criminal records checks (DBS) relating to staff and other adults using school premises at a time when school pupils or other young people may be on site.
- The Governing Body may agree to obtain DBS clearances on behalf of a hirer the cost of which will be passed to the hirer.
- The Governing Body will require evidence of appropriate qualifications for hirers using facilities for specific activities

**Priority of Use** The Headteacher or Senior Administrator will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

#### **Attendance**

The Hirer shall be responsible for ensuring that the number of persons using the premises does not exceed that for which the application was made and approval given.

#### **Behaviour**

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises is vacated.

## **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 shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the Hirer must adhere to the correct adult/child ratios at all times. The hirer shall be informed of the maximum number of attendees for each venue at the time of hire application.

Hirers should point out to their members the appropriate procedure and exists in case of fire and familiarise themselves with extinguisher points.

Hirers should ensure that only their own members are on the premises during activities and be aware of the security of the premises during and after their activity.

Hirers should be sure to apply and communicate any relevant Health and Safety information to their members.

## **Damage, Loss or Injury**

Brighstone CE through the Isle of Wight Council has arranged for non-commercial hirers (i.e. non-profit making bodies) to be indemnified against liabilities arising from the letting of premises in the sum of £2,000,000. This cover provides for bodily injury arising from negligence to third parties and/or loss of damage of their property and includes the premises as let and the contents thereof.

## **Commercial hirers must make their own insurance arrangements to the same criteria and provide documentary evidence that they have done so.**

Neither the school, or the Local Authority, will be responsible for any injury to persons or damage to property arising out of the activities undertaken and supervision thereof during the letting of the premises.

## **Furniture and Fittings**

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

## ***School Equipment***

This can only be used if requested on the initial application form, and if its use is approved by the School. Responsible adults must supervise the use of any equipment that is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use. Use of the schools resources, including telephones and photocopiers, is not included in a letting arrangement unless expressly agreed at the time of the letting. It is recommended that the hirer has access to a mobile phone to cover the event of an emergency.

## ***Hirer's Equipment***

The hirer should state on the hire agreement any equipment he/she intends to bring into school. They are responsible for ensuring the suitability of the equipment and for ensuring that it is in good order. Any electrical equipment brought by the Hirer onto the school site must either have a certificate (Portable Appliance Test) of safety from a qualified electrical engineer or be inspected



by our School Premises Manager. The intention to use any electrical equipment must also be notified on the application.

Any of the hirer's own equipment should be brought into / removed from school within the time booked.

### **Car Parking Facilities**

Subject to availability, the Hirer and other adults/visitors involved/attending the letting may use the school car parking facilities. Neither the school or the Local Authority will accept any responsibility in terms of damage, theft or loss of any car left in the car park during the hire period.

### **Toilet Facilities**

Access to the school's toilet facilities is included as part of the hire arrangements.

### **First Aid Facilities**

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, which may include the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. It is recommended that the hirer has access to a mobile phone at all times throughout the letting to cover any emergency event.

### **Food and Drink**

No food or drink may be prepared or consumed on the property without the direct permission of the Governing Body, in line with current food hygiene regulations. All litter must be placed in the bins provided.

### **Liquor/Drugs**

No alcohol/drugs shall be brought on to or consumed on the premises without prior permission from the Headteacher.

### **Smoking**

The whole of the school premises is a non-smoking area, and smoking is not permitted within school buildings or on school grounds at any time.

### **Suitable footwear**

Suitable footwear should be used. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

### **Sub-letting**

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

### **Payment of Hiring Fees**

Hire charges are reviewed annually and current charges are set out in the ***Hire Agreement***. Late payment is subject to an additional administration fee.

Club Bookings:      Payments made on receipt of monthly invoice

One-Off Bookings: Paid in advance or on the day

## **Cancellations**

Hire charges are reviewed annually and current charges are set out in the ***Hire Agreement***. Late payment is subject to an additional administration fee.

Club Bookings: Payments made on receipt of monthly invoice

One-Off Bookings: Paid in advance or on the day

## **Right of Access**

The Governing Body reserves the right of access to the premises during any letting. The Headteacher (or delegated officer) or members of the Governing Body or appropriate Delegated Committee, may attend to monitor activities from time to time.

## **Conclusion of the 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 condition is not adhered to, an additional charge may be made.

Hirers should report to the caretaker or Headteacher any damage, which has taken place during the letting.

## **Vacation of Premises**

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until a responsible adult collects them.

## **Promotional Literature/Newsletters**

A draft copy of any information proposed for distribution which contains any reference to the school must be sanctioned by the Headteacher (or delegated officer) at least one week prior to proposed distribution by the hirer.

**SCHOOL LETTING - INITIAL REQUEST FORM**

Name of Applicant: .....

Address: .....

Telephone Number: .....

Name of Organisation: .....

Activity of Organisation: .....

Details of Premises Requested (Hall, Playground, Football Pitch etc): .....  
.....

Day of Week Requested: .....

*First choice: .....*

*Second choice: .....*

*Third choice: .....*

Start Time: .....

Finish Time: .....

*(please allow time for your preparation and clearing up)*

Dates Required: .....

Use of School Equipment (please specify your request): .....

Details of any equipment to be brought (including electrical equipment): Buckets, balls, chalk, tuck sweets

Maximum Number of Participants: .....

Age Range of Participants: .....

Number of Supervising Adults: .....

Relevant Qualifications of Supervising Adults: .....

Where applicable have Criminal Record / Disclosure & Barring checks been carried out? When? By Whom?

.....  
.....

Does the Hirer have appropriate policies / procedures to ensure the safeguarding and child protection? Please provide copies of all relevant information.

.....

*Dates during the year when the Hall will be unavailable due to school use or closure will be issued at the beginning of the school year in September. These dates may be subject to change, but prior notice will always be given if the premises become unavailable due to unforeseen circumstances.*

The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out by producing the schedule of insurance cover (*see Terms and Conditions for further details*).

The Hirer confirms that arrangements are in place with reference to First Aid and they have understood the fire and emergency evacuation procedures (*see Terms and Conditions for further details*).

The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment (*see Terms and Conditions for further details*).

Any other relevant information: .....

.....

***I confirm that I am over 18 years of age, and that the information provided on this form is correct.***

***Signed:*** ..... ***Date:*** .....

## HIRE AGREEMENT

1. The Governing Body of Brighstone CE Primary School
2. The Hirer: .....
- Address: .....
- .....
- Telephone : .....
3. Areas of the School to be Used: .....
4. Specific Nature of Use: .....
5. Maximum Attendance: .....
6. Details of any School Equipment to be Used: .....
7. Date(s) of Hire: .....
8. Period(s) of Hire: .....
9. Fee (*specify per hour or per session*): £ .....
10. The Governing Body agree to hire the premises to the Hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified.
11. The Hirer accepts all the conditions of hire as set out in the attached Terms and Conditions document.
12. The Hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to ensure that suitable insurance cover is in place for any loss, damage or injury.

**Signatures:** ..... (The Hirer)

.....(On behalf of the Governing Body