

# ***Lettings Policy***

## Warboys Community Primary School

Date Policy Adopted: April 2017

Date Policy to be reviewed: April 2018

# **GENERAL CONDITIONS OF HIRE**

NOTE: During Christmas, Easter and Summer Holiday periods, Bank Holidays and weekends, lettings may be refused in order that cleaning, redecoration and other essential work may be carried out.

## **1. Application**

- a. Application for the hire of any part of the school can only be made by persons over the age of 18 years.
- b. Applications must be made on the approved application form.
- c. Charges will be made as laid down in the scale of charges [p4].
- d. Confirmation of the letting will be made using the approved form
- e. Full payment for any letting will become due at the time of confirmation of the letting

## **2. Cancellation**

- a. The hirer may cancel a booking by giving 14 days notice in writing, but a cancellation fee of 25% of the hiring fee will be charged.
- b. The school governors reserve the right by notice to the hirer to terminate the hiring at anytime for reasons outside of their control but the governors shall not be under any liability to the hirer for any loss or damage he may sustain arising out of such termination.

## **3. Licences**

- a. Conditions attached to the public entertainment licence, a copy of which can be seen on application, must be observed
- b. No excisable liquor must be sold unless an occasional licence or permission has been obtained by the hirer or on their behalf and presented to the school. The hirer must ensure that any conditions attached to the licence or permission are adhered to.
- c. If any parts of the building are used for the purpose of gaming or games of chance of any description, the hirer must be responsible for securing that the provisions of the current Betting, Gaming and Lotteries Act are complied with.

## **4. Hirers Responsibilities**

- a. The hirer must not sublet the premises hired
- b. The hirer must not use nails or fastenings of any kind to be driven into any part of the building
- c. The hirer is responsible for the payment of the costs of replacing or repairing any part or parts of the school, including furniture and fittings which is damaged, destroyed, stolen or removed as a result of the negligence of the hirers or those attending the function
- d. The hirer is responsible for ensuring the compliance to any relevant licensing (see section 3)

## **5. Health and Safety**

- a. The maximum number of people allowed in the hall under the provision of the public entertainments licence is 150, for whatever purpose
- b. The hirer is responsible for:
  - the orderly and safe admission and departure of people to and from the premises and the clearance of the building in case of emergency
  - ensuring that all doors, particularly fire doors are kept clear and unobstructed so as not to impede exit
  - imposing the 'no smoking' policy of the school in all parts of the school

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

- a) The Institute's Safeguarding policy must be consulted and followed when dealing with external organisations that work with children or young people.
- b) 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 reported to the Principal before approval is given. The duty facilities assistant will submit an incident report if he suspects that the letting or gathering has been used for political purposes not previously authorised by the Principal, 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.
- c) Considering applications for lettings The Principal, or delegated officer, will decide on
- d) Interference with Institute activities – priority at all times should be given to Institute functions
- e) The availability of facilities
- f) The availability of staff to open and close the premises
- g) The Institute's safeguarding policy
- h) Health & safety considerations in relation to the number of users, type of activity, qualifications of instructors, etc
- i) Type of activity and our duty with regard to the prevention of terrorism and radicalisation
- j) Adequacy of management procedures in place during the hire
- k) Appropriateness of the letting and whether it is deemed compatible with the ethos of the Institute

### *Status of the Hirer & Safeguarding of Children & Young People*

- l) 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 any body to whom the school does not wish to hire the premises. Persons may have to undergo, at the discretion of the Governing Body, a criminal record check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with the school's pupils, all personnel involved must have appropriate recruitment and vetting checks in accordance with DfE guidance. All staff in schools are required to be cleared at Enhanced level and therefore this should be replicated across to Hirers.

- m) It is the responsibility of the school to ensure that the Hirer has ensured adequate supervision, ratios and up to date and adequate DBS checks. 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. These checks must be made by prior arrangement with the Headteacher, with at least half a term's notice in advance to ensure that the checks can be carried out prior to the commencement of any letting. Any adults working with the school's pupils (for example, at an after school sports club) must be appropriately qualified. Sports coaches must follow the LA's guidelines for working in schools. The school will ensure that any Hirer shall not sub-let the premises to another person.

#### **7. Car Parking**

- a) Parking of cars must be restricted to the designated parking areas and must not block safe entrances and exits to the school

#### **8. Heating in the halls**

- a) Additional heating (infra-red) has been installed for the cold winter months. This is an emergency measure and should only be used in discussion with the site manager). Hirers are encouraged to discuss their requirements with the site manager.

#### **9. General**

- a) The hirer must indemnify the school governors and Cambridgeshire County Council against all claims, demands, actions or proceedings in respect of any loss, damage or injury caused by or to any person which occur on the premises
- b) The wearing of footwear of any kind, which is liable to cause damage to the hall floor, is prohibited
- c) The governor's reserve the right that a delegated person be able to enter every part of the school at any time during the letting.

#### **10. Charges**

Letting charges are reviewed on an Annual basis and can be seen on Appendix 1 attached.

### **NOTE:**

**The Governing Body and / or the Head Teacher will consider each lettings application on its merits to ensure that due consideration is given to the following:**

- **the priorities for lettings agreed by Governors and set out in this policy**
- **the availability of the facilities and staff**
- **the schools equal opportunities, health and safety and child protection policies**
- **the health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.**

## Lettings – Scale of Charges

### SCALE 1 – Warboys Community Association (WCA) rates for regular lettings

The school charges the WCA at a rate of £7 per session for 34 weeks of the year. The WCA determines the charge to their members.

NOTE: The WCA rates will be reviewed by the Governing Body at least annually or when circumstances change (e.g. a group leaves/joins etc). As at January 2014 there are currently five groups who make use of the schools premises via the WCA scheme namely Beavers, Cubs, Scouts, Let's Paint, and WADs.

### SCALE 2 – Preferential rates

This applies to recognised youth organisations such as the Warboys Colts, charities for fund raising, religious and cultural events and Parish Council or other WCA use at the weekends.

### SCALE 3 – Private lettings

NOTE: Weekend lettings carry a surcharge to reflect the extra site manager costs

Scale	All rates are for a single space (classroom, hall, field etc)
1	£7 per session
2	£15 1 <sup>st</sup> hour £10 for each additional hour or part thereof)
3	£30 1 <sup>st</sup> hour £10 for each additional hour or part thereof)
<b>Weekend surcharge (Friday 7pm onwards)</b>	£30 (per day)

NOTE:

**The Governing Body reserve the right to review the charges for a particular letting (e.g. community), in order to ensure that such events remain viable.**

## APPLICATION FOR THE HIRE OF SCHOOL PREMISES

Name (and organisation if applicable) of person making the application	
Address	
Telephone (landline)	
Telephone (mobile)	
Date of proposed letting	
Nature of function for which premises are required	
Do you require chairs? Do you require tables? Do you require the Main Hall? Do you require the Small Hall Do you require the Children's Kitchen? Do you require the Playing Field? Do you require toilet facilities? Do you require the use of catering facilities? ( further charge incurred)	If so, how many? If so, how many? YES/NO YES/NO YES/NO YES/NO YES/NO YES/NO
Will there be a bar (if so name suppliers)  Will you have a bar license?	
Will there be entertainment / disco?	
Insurance company and policy number – A copy of the insurance policy must	

accompany the application form.	
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## ***LETTING AGREEMENT***

Date(s) of letting	
Purpose of letting	
Time of access to School premises	
Time of departure from School premises	
<p><b><u>Declaration by hirer:</u></b></p> <p><b>I certify that I am not less than 18 years of age and that I have read and agree to be bound by the Conditions of Hire. I accept responsibility for the observance of and compliance to those conditions and agree to pay the relevant charge. I hereby indemnify the governing body of the school against all claims in respect of injury, loss or damage, including damage to the school premises arising from this letting. In requiring this undertaking the governing body does not seek to absolve itself or its employees from liability as owners / occupiers of the premises.</b></p> <p><b>Signed: .....</b></p>	
<p><b><u>Office use only:</u></b></p> <p>Area of school to be let;</p>	
<p>Scale of charging:</p>	
<p>Cost of letting:</p>	
<p></p>	
<p>Signed on behalf of Warboys Community Primary School:</p>	
<p>Position:</p>	