

# Palace Wood Primary School

## Lettings Policy



<b>Written by</b>	Lynne Emmerson
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<b>Date for Review</b>	Autumn 2024

This policy has been impact assessed by Lynne Emmerson in order to ensure that it does not have an adverse effect on race, gender or disability equality.

### **Philosophy**

Provided that there is no interruption to, or curtailment of, school use of the premises, part of the school buildings and grounds may be let to outside bodies after the end of the school day, at weekends and during the holidays in order to:

- Raise income for the school
- Better integrate the school into the local community
- Satisfy some of the needs of local individuals, groups/organisations
- Increase use of facilities which are underused by the school

### **Implementation**

Bookings are made through the School Business Manager as authorised by the Governing Body and confirmed in writing.

School and Friends Association activities have priority and no bookings should be confirmed more than 4 months in advance, although provisional bookings may be made at any time.

The Hirer must sign a contract which covers the following:

- Terms and conditions relating to planned use of the facilities
- Safeguarding Arrangements
- Cancellation
- Damage
- Insurance
- Fees
- Any restrictions on use

The Hirer must provide copies of the following (where applicable):

- Public liability insurance certificate
- DBS certificate
- Details of instructors/responsible adults present

Outline charges are set by the Head teacher/Governors and reviewed annually. Any specific charges are set at the time of the contract.

A diary is kept covering all school, Friends Association and outside use of the premises and grounds after school, in evenings, at weekends and during holidays.

### **Roles & Responsibilities**

The school's authorised representative (the School Business Manager) is responsible for the letting's diary.

The Friends Association and individual teachers are responsible for informing the School Business Manager in advance of events outside teaching hours which will use the school's premises.

The Hirer is responsible for unlocking and locking the premises, making sure the site is left secure and with the alarms set.

Supervision during the letting is the responsibility of the Hirer. The Hirer is also responsible for the security of the area of the school being used and for any first-aid issues arising during the period of letting. All entrances and exits will be kept locked **at all times** in accordance with the school safe-guarding procedure.

Post-letting checks are made by the Site Manager and any issues reported to the School Business Manager. Follow-up of unsatisfactory lettings is made and due attention paid to avoid undue wear and tear on the buildings and equipment.

**Safeguarding Checks**

It is the hirer's responsibility to ensure that safeguarding arrangements are in place, including DBS checks for staff and volunteers where necessary.

**Monitoring & Evaluation**

The success of lettings can be equated to the additional income raised for the school, less the cost of any reasonable wear and tear to the furniture and fabric of the school.

## **Conditions of Hire**

Use of School premises for a letting must be agreed at least 2 weeks in advance and confirmed in writing by both the user and the authorised representative of the school. The agreement will include the fee, appropriate VAT and any other charges payable. These are reviewed in advance of the second and succeeding years. It must be recognised that school and the Friends Association use of the premises takes priority and that there may be occasions when arrangements have to be changed (where possible these will be advised at the time agreement is reached). If the school wishes to cancel a booking, a minimum of 4 weeks' notice will be given to the hirer where able. However, the school has the right to cancel with immediate effect due to (and not limited to) the following emergency situations: snow and ice, flood, fire, threat to children, staff or premises, loss of services, lockdown.

If the user wishes to cancel a specific booking or set of bookings, 2 weeks' notice must be given of the cancellation, in which case the school will credit any fees paid. If less than 2 weeks' notice is given, the whole of the fees will be charged by the school.

Damage or loss of any kind sustained to the premises, fixtures and/or fittings, furniture and/or other chattels therein arising out of or in connection with use of the school shall be made good at the expense of the user within one month by the school or, by agreement, by the user and to the satisfaction of the school.

The users are required to make arrangements for suitable insurance cover (currently a minimum of £5 million public liability) with a reputable company in respect of claims which might be made against them by a third party for accidental injury including death or accidental loss, or damage to property arising out of, or in consequence of, the letting and to cover the school, and must produce proof of the policy before the letting is contracted.

If non-commercial users are unable to provide insurance cover which meets the council's requirements, cover must be arranged through the KCC Hirers Liability Policy, for which a premium of 3.15% of the total hire charge will be levied in addition to the hire charge itself. The user will be responsible for the first £350 of each and every property damage claim.

It is the user's sole responsibility to control entry of all visitors at the external entrance allocated and to ensure that only those people known to them are allowed access to school premises. The entrance and any other external doors that are unlocked must be controlled by responsible adults at all time during the period of the letting. On completion of the letting a check must be carried out to ensure that all windows have been shut and secured, and all visitors have left the premises.

It is the hirer's responsibility to ensure that safeguarding arrangements are in place, including DBS checks for staff and volunteers where necessary.

The user shall not cause or permit any nuisance or disturbance to other occupiers or users at the school nor to occupiers of neighbouring properties.

The user should be aware of the appropriate action to be taken in the event of fire or other emergency. They should know where extinguishers are located and how to use them, how to obtain assistance from the emergency services and the location of fire exits.

The Health and Safety at Work, etc. Act, 1974 (as amended) imposes duties not only on employers in respect of their employees but also on persons having control over places of work or places where plant or substances are used and on anyone who by virtue of a contract has an obligation in relation to such a place. The duties are to ensure so far as is reasonably practicable, that the facilities, the means of access to and egress from, are safe and without risk to health. (A copy of the school health and safety policy is available on request and users must comply with these.)

If agreement is given for the use of the school canteen facilities, KCC regulations must be observed.

All rubbish, empty containers, crates, etc must be removed from the premises by the User immediately after the letting has taken place and before the Site Manager locks up. Furniture and equipment is to be left as found unless other arrangements have been agreed with the School Business Manager or Site Manager.

The use of materials for preparing floors for dances and the wearing of shoes likely to damage floors, especially in any hall and any gymnasium, is prohibited.

The premises shall not be used for any purpose other than that for which agreement has been granted nor shall any areas of, or furniture/equipment in, the school but not included in the letting agreement be used without express permission; in such cases an extra fee may be payable.

No public performance of a play, nor any cinematography exhibition, nor any public dancing, singing, music or other public entertainment of the like shall be performed in or close to the premises unless any necessary licence for the same shall first have been obtained from the appropriate authority and all necessary measures taken to fulfil the conditions of the licence. It may be that a School Public Performance Licence will cover the situation but this aspect must be cleared in advance. No films shall be used on the premises.

To meet the requirements of the Copyright Designers and Patents Act 1988, any musical performances on the premises are to be notified to the Performing Rights Society Ltd. Where ballet, opera or choral works are to be performed advance permission must first be obtained from the Performing Rights Society Ltd.

The user must have written permission from the school before arranging for alcoholic drinks to be consumed on the premises. They are responsible for obtaining an appropriate "Occasional Permission Licence" from the Clerk to the local magistrate's court if intoxicating liquor is to be sold during the letting. Alcoholic drink may not be brought on to the premises while students are present and are to be cleared from the premises by the time the event ends.

Vehicles should not be allowed on the playing fields and no parking which restricts the Site Managers' or emergency services access will be permitted. Parking on the roadway where double yellow lines are displayed is not permitted. Control of parking is the responsibility of the user. No responsibility can be taken by the school for any damage to vehicles sustained whilst in the school grounds.

No landlord and tenant relationship shall be created.