



School Lettings Policy

POLICY ON HIRING OF SCHOOL PREMISES

INTRODUCTION

This policy applies only to the hiring of school premises. The Governing Body regards the school's buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Body is to support the academy in providing the best possible education for its students, and any lettings of the premises to outside organisations will be considered with this in mind.

Use of the school premises by the school or on behalf of the school are not subject to the charging elements of this policy.

Categories of Lettings

The use of the school premises is divided into the following categories:

- Community and Leisure
- Private (e.g. Dinner / Reception / Event)
- Commercial

Availability of Premises

Designated areas within the school are available for hire unless required by the school.

Charges

The Governing Body reserves the right to make a charge for the use of the school premises.

The charge will vary according to the category of the letting as laid out in Appendix A.

Financial Considerations

The Governing Body must ensure that funds provided for education are not drawn upon, either directly or indirectly, as a result of any letting agreement, nor put at any risk. It is, therefore, important that all community activities are completely self-financing and separate records are kept.

Costs that might need to be recovered include:

Staffing time, staff training, insurance, equipment and material, heating, lighting, water, grounds maintenance, cleaning, catering, adaptations for use, rates.

VAT

VAT is normally chargeable only on lettings of sports facilities (a concession may be available from H.M.Revenue & Customs if certain conditions are met). Where appropriate, VAT will be added to the rental charge.

Application Procedures

- a) Application forms, available from the school, should be submitted to the Business Manager or Facilities Manager, at least two weeks before the first day of the proposed letting. The person signing the application form will be considered the Hirer. The Hirer will be required to return the completed booking form to the school before a booking can be accepted.

The booking acceptance will be confirmed by return with a copy of Terms and Conditions (Appendix B).

- b) All applications will be taken into consideration, however the Headmaster on behalf of the Governing Body reserves the right to:

- Refuse applications without giving a reason
- Have a representative present at any function
- Terminate any activity not properly conducted

- c) Letting fees will be reviewed annually by the Governing Body. When the letting has been confirmed, payment must be made to the school, prior to the use of the premises.

Legal Requirements

The law states that the occupation and use of school premises is under the control of the Governing Body at all times.

The Education Act 2002 has made it easier for Governing Bodies to provide facilities and services to the local community, whilst introducing a number of safeguards to protect the primary use of schools for educating pupils.

Public Liability and Accidental Damage Insurance

The school has public liability and accidental damage insurance. See the later section on **Indemnity and Insurance** for hirer's responsibility.

Suitability, Accessibility and Security of Premises

The schools will assess whether their premises are suitable for the uses proposed and whether there might be any impact on the delivery of education to pupils. Some of the issues that should be assessed will include:

Health and Safety – under Health and Safety Regulations an employer is responsible for the health and safety of employees and others who are on the school premises. This responsibility is normally delegated to the Headmaster.

A Risk Assessment should be carried out on the impact that the new letting arrangement may have. Issues may include but are not limited to:

Safeguarding Children and Child Protection

Paragraph 2.26 of the DfES document Safeguarding Children and Safer Recruitment in

Education 2007 states, “Where services or activities are provided separately by another body, the Governing Body should seek assurance that the body concerned has appropriate policies and procedures in place in regard to safeguarding children and child protection and there are arrangements to liaise with the school on these matters where appropriate.”

Where a third party is responsible for running the services, there should be clear lines of accountability and written agreements setting out responsibility for carrying out checks on staff and reporting any concerns they may have. Governing Bodies should reciprocate in providing information back to the third party where there may be concerns that may impact on other services being run on school premises.

Security

The Governing Body needs to consider who will be responsible for the security of the premises, before during and after the hire, for the cleaning of the premises after its use and any additional cost arising. Emergency contact details should be made available to each hirer and advice given on any hazards on the premises, e.g. if there are contractors on site, or unfinished building projects etc.

Fire Safety

The school’s fire risk assessment should be reviewed and fire safety procedures should be followed by all providers of services. There must be a clear procedure for the hirer to summon emergency services when required and either an open telephone landline or a fully charged mobile telephone.

Traffic Management

Any potential risks the proposed use might have upon the control of vehicular and pedestrian access should be considered.

Cleaning up and Waste Disposal

Arrangements for cleaning up and safe disposal of rubbish, unused or waste food, broken glass etc. should be made clear to the Hirer.

Disability Discrimination – the Disability Discrimination Act 1995 requires everyone who provides services to the public or a section of the public, to make reasonable adjustments to their premises, or the way they provide their services, so that a disabled person is not treated less favourably than others. A failure to do so will be unlawful, unless it can be justified under the Act, and could result in civil proceedings.

The Governing Body keep their accessibility plan under review to ensure any changes needed are identified and taken into account.

TERMS AND CONDITIONS OF HIRE OF THE SCHOOL PREMISES

These terms and conditions must be complied with.

The ‘hirer’ shall be the named individual on the hire agreement 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 21, or to any organisation or group with an unlawful or extremist background.

The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

Disclosure and Barring (DBS) Checks

It may be necessary for the hirer to undergo a criminal records check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with children and young people, it is the responsibility of the hirer, as advised by the Headmaster, to ensure that they have complied with the DBS Code of Practice and report to the school any safeguarding concerns which may arise.

The Hirer will be required to provide evidence that DBS checks have been carried out. DBS certificate numbers will be held by the school.

Indemnity and Insurance

Lettings are made on the agreement that the Governing Body are indemnified by the hirer against any loss, damage, costs and expenses during the use of the school premises by the hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the Governing Body.

The hirer shall insure with a reputable insurance office approved by the Headmaster and/or Governing Body, against such funds as the hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents or any person resorting to the premises by reason of the use of the premises by the hirer.

Unless specifically agreed by the Governing Body, the insurance cover shall provide a limit of indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the hire of the premises.

The hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the school within seven days of a request.

The school will not be responsible for any injury to persons or damage to property arising out of the letting of the premises. If appropriate evidence is not provided insurance will be provided via the policy arranged through the school, and the hirer will be charged the appropriate premium. This must be paid in full before commencement of the letting.

In the event that a hirer accepts the liability cover provided via the Governing Body, the hirer will be required to pay the first £500.00 of any claim for damage to property or the premises.

Statutory Requirements

The hirer must not do, nor permit, any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the school premises or which would, or might, vitiate in whole or in part any insurance effected in respect of the premises from time to time.

Public Safety

All conditions attached to the granting of a licence, stage play or other licences and the school's health and safety policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

1. Obstructions must not be placed in gangways, exits or in front of emergency exits, which must be available for free public access and exit at all times;
2. The emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes;
3. Fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose;
4. The Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Headmaster;
5. The Hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the firefighting equipment available;
6. Performances involving danger to the public shall not be permitted;
7. Highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay etc) shall be undertaken or erected without the consent of the Governing Body;
8. No unauthorised heating appliances shall be used on the premises;
9. All electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The Governing Body disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.
10. Adequate supervision must be provided to maintain order and good conduct, and, where applicable, the Hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g. by National Governing Bodies of sports, scouts etc.
11. The maximum number of people in the hall at any one time must not exceed 300.
12. The maximum number of people in the canteen at any one time must not exceed 300.

The Hirer's Responsibilities

- The Hirer must inform the school of any fault, damage or other problems with the premises or equipment encountered during the hiring.

- No part of the premises are to be used other than for the purpose requested.
- No part of the premises requested are to be used for any unlawful purpose or in any unlawful way.
- The hirer must ensure that the activities engaged in do not bring the school or its staff into disrepute.

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.

First Aid Facilities

There is no legal requirement for the school to provide first aid facilities and use of the school's resources is not available.

Furniture and Fittings

Furniture or fittings shall not be removed or interfered with in any way. They should not be rearranged except by prior agreement and will be subject to reinstatement at the end of each session of use. 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.

No substance is to be applied to hall floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

Food and Drink

No food and drink may be prepared* (see note below) or consumed on the property without the direct permission of the Headmaster in line with current food hygiene regulations. Hirers may purchase items from the vending machines.

Kitchen/Food preparation*, Facilities and Equipment

Third parties shall only be permitted to share use of kitchens or equipment by prior agreement or where a member of the school's staff is available to supervise.

Intoxicating Liquor

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission of the Headmaster/Governing Body, whose consent must also be obtained prior to seeking any Temporary Event Notice for the sale of alcoholic liquor from the local Licensing Authority. All evidence of intoxicating liquor must be removed from the premises at the end of the hiring.

Smoking

The whole of the school premises, which includes the grounds, is a non-smoking area, and smoking is not permitted.

Fireworks / Lanterns or Chinese Lanterns

No fireworks may be brought onto the school premises and no fireworks, lanterns or Chinese lanterns must be let off on the school premises or in the neighbouring vicinity of the school.

Betting, Gaming and Lotteries

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming, and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

Stage Lighting/Sound/Equipment

Third parties shall only be permitted to use the stage lighting and sound equipment (normally accessed via the control room) where a member of the school's staff is available or the hirer has been trained to the school's satisfaction.

Nuisance/Disturbance

Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their functions does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property. This includes the use of horns, drums or other musical instruments.

Rubbish

The Hirer must comply with the school's arrangement for disposal of any rubbish or waste materials and it is the responsibility of the hirer to remove **all** rubbish and waste from the premises at the end of the letting.

Dogs

Except in the case of trained guide-dogs for the blind and hearing dogs for the deaf or other support dogs, animals shall not be permitted on the school premises.

Rules

The Hirer shall comply with any rules and regulations which the Governing Body shall make from time to time.

Charges and Cancellations

The Hirer acknowledges that the charges are as set out in the hiring agreement including any review arrangements specified. The letting may be cancelled, provided that in each circumstance at least 28 days notice either way, is given. It is the Hirer's responsibility to notify people appropriately of any changes in dates or venues at least a week in advance.

The Governing Body will not accept any responsibility for any loss, or other expenses however incurred by the Hirer, in the event of a cancellation by the Governing Body of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, failure of electricity/gas supply). The decision of the Governing Body, as to whether a letting should be cancelled shall be binding on the Hirer.

The school will endeavour to make available a list of dates of school functions / meetings which may result in certain facilities being unavailable, at the beginning of the school year.

Sub-Letting

The Hirer shall not sub-let the premises or share possession with any other parties.

Storage Ancillary to the Hiring

The permission of the Governing Body / Headmaster must be obtained before goods or equipment are left or stored on the premises, except that the Headmaster is authorised to grant permission for the overnight storage of goods and equipment brought to the school for a particular event.

Loss of Property

The Governing Body cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the Hirer to make his/her own insurance arrangements, if required.

Car Parking

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the School. **In particular the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed.** On-site parking should be used whenever possible and users of the school should avoid undue noise on arrival and departure. The school accepts no responsibility for any damage to vehicles parked on its premises, however caused.

Toilet Facilities

Access to the **designated** school's visitors' toilet facilities is included as part of the hire arrangements. These must be left clean and in good condition at the end of the letting.

Right of Access

The Headmaster and Governing Body reserve the right of access to the premises during the hiring for emergency or monitoring purposes. (*The Headmaster, members of the Governing Body, members of the Leadership Team or Site Staff may monitor activities from time to time*).

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the hiring session. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

Complaints

Any complaints arising from a hiring agreement will be dealt with using the school’s complaints procedure, a copy of which is available from the School Office.

Contravention of any of the terms and conditions may result in the deposit being withheld.

Policy agreed by the Governing body

Signed by: Chair of Governors Date

Signed by: Mr N Pledger- Headmaster Date

APPLICATION TO HIRE SCHOOL PREMISES

Please return to: facilityenquiries@sirthomasfremantle.org

| | | | | | |
|--|--|-------------|----------------------------|-------------|--|
| Name of Applicant: | | | | | |
| Address of organisation: | | | | | |
| | | | | | |
| | | | | | |
| Telephone Number: | | | | | |
| Email Address: | | | | | |
| Activity of Organisation: | | | | | |
| Details of facilities Requested (Hall Classroom, Grounds etc) | | | | | |
| Date: | | Start Time: | | Finish Time | |
| <i>(please allow time for your preparation and clearing up)</i> | | | | | |
| Use of School Equipment (please specify your request: e.g. Tables, Chairs) | | | | | |
| Details of any Electrical Equipment to be brought in | | | | | |
| Max No. of Participants: | | | Age Range of Participants: | | |
| No. of Supervising Adults: | | | | | |
| Relevant Qualifications of Adults: | | | | | |
| Where relevant have DBS checks been carried out? When? By Whom? Please list details below: | | | | | |
| | | | | | |

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 Applicant confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (*see Terms and Conditions for further details*).

The Applicant confirms that arrangements are in place with reference to First Aid (*see Terms and Conditions for further details*).

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

For any organisation hiring the facilities for activities involving young people and/or vulnerable adults, the school require sight of any DBS certificates along with proof of identification of all supervising adults. Certificate will not be copied by the school but the certificate numbers will be recorded centrally.

Any other relevant information

I confirm that I am over 18 years of age, and that the information provided on this form is correct. I confirm that I am authorised to book this facility on behalf of the organisation shown on the proposal form.

I confirm that I have read and agree to the Terms and Conditions of lettings at Sir Thomas Fremantle School.

| | |
|--|--|
| <i>Name of Hirer (please print)</i> | |
| <i>Signature of Hirer</i> | |
| <i>Date:</i> | |

APPENDIX A

HIRE AGREEMENT – HIRE OF PREMISES AT SIR THOMAS FREMANTLE SCHOOL

The Governing Body of *Sir Thomas Fremantle School (hereafter known as STFS), Buckingham Road, Winslow, Bucks. MK18 3GH* agrees the following letting:

| | | | |
|---|--|---------------------|--|
| The Hirer: | | | |
| Address: | | | |
| Telephone: | | | |
| Area(s) of the School to be used: | | | |
| Specific Nature of Use: | | Maximum Attendance: | |
| Details of any School Equipment to be used: | | | |
| Date(s) & Times of Hire: | | | |
| Fee : | | £ | |
| Insurance charge - (if details of own insurance not provided) | | £ | |
| Costs | | £ | |
| Deposit Due in Advance: | | £ | |
| Balance due by: | | £ | |

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. The Hirer accepts all the conditions of hire as set out in the attached Terms and Conditions document.

| | | | |
|--|--|--------------|--|
| Signed (on behalf of STFS) | | Date: | |
| Signed (on behalf of the hirer) | | Date: | |

APPENDIX C

INDICATIVE LETTING CHARGES – SCHOOL PREMISES

| AREA | INDICATIVE CHARGES (<i>Hourly Rate</i>) | |
|------------------------------|---|--------------------|
| | Charity / Affiliated Sports Team ¹ / Community Group | Commercial / Other |
| Main Hall | 25 | 35 |
| Conference Room ² | 20 | 30 |
| Dance Studio | 30 | 40 |
| Food Room | 30 | 40 |
| Sports Hall | 30 | 40 |
| All-weather (Half) | 25 | 35 |
| All-weather (Whole) | 35 | 45 |
| Tennis / Netball Court | 15 | 25 |
| Music Classroom | 15 | 25 |
| Music Practice 1 | 10 | 20 |
| Music Practice 2 | 10 | 20 |
| Music Practice 3 | 10 | 20 |
| Music Practice 4 | 10 | 20 |
| MFL Classroom | 15 | 25 |
| CCF Classroom | 15 | 25 |

All classrooms are equipped with LED Digital Screens which may be used by hirers. The projector and screen in the main hall may also be used.

¹*The School reserves the right to seek evidence of affiliation to a nationally recognised sports body.*

²*The Conference Room is equipped with a fridge and may be booked on a day delegate rate to include lunch and refreshments.*

All rates are indicative and subject to negotiation.