

Letting Policy



The Livingstone Road Primary Federation adopts the principles and procedures of this Policy for both Infant and Junior Schools

Review Cycle: 3 Years
Last Reviewed: 18th June 2019

Responsible for Review: FLT
Next Review Date: May 2022

Policy Statement

It is the Federation's policy to maximise the use of school premises to support and benefit the whole local community, and in particular, for extended school activities.

This policy sets out the Federation policy with regard to letting of school premises, facilities available, charges and responsibilities. The use of the premises at all times other than during the school day is under the control of the Governing body of the Federation (Education Act 2002).

Restrictions on a Letting

A letting **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

- Community education activities and programmes directly sponsored or controlled by the Hamwic Education Trust/LA (e.g. adult education, youth service and in-service training.)
- Activities that Hamwic Education Trust or the LA wish to support and develop under its subsidised lettings policy e.g. neighbourhood watch, scouts and guides.
- Lettings approved by the Federation Governing body. The Federation 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.
- Lettings made under statute e.g. Elections, parish council meetings.

Lettings Charges

The Federation Governing Body is responsible for setting charges. The charges will cover all the costs involved such as heating and lighting, setting up, cleaning, administration, wear and tear and staff overtime costs for attendance. The cost of a Letting should not knowingly be subsidised from the schools delegated budget share.

Community Use Charges

- Day rate (lettings between 8:00 am and 18:00 pm)
 - First Hour £25
 - Subsequent hours: £5 per hour or part thereof
 - Whole Day £60
- Evening/Saturday rate (lettings after 18:00 pm and on Saturdays)
 - First Hour £30
 - Subsequent hours: £5 per hour or part thereof
- Sunday rate (Lettings on Sundays)
 - First Hour £37
 - Subsequent hours: £5 per hour or part thereof

Commercial Use Charges

- Day rate (lettings between 8:00 am and 18:00 pm)
 - First Hour £50
 - Subsequent hours: £10 per hour or part thereof
- Evening/Saturday rate (lettings after 18:00 pm and on Saturdays)
 - First Hour £60
 - Subsequent hours: £10 per hour or part thereof
- Sunday rate (Lettings on Sundays)
 - First Hour £74
 - Subsequent hours: £10 per hour or part thereof

The Administrative Process

Initial approach by potential hirers to be made to the School Business Manager who request that the Application for Letting Form is completed and relevant documents are provided. Once received a decision to agree the letting will be made.

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

Once a letting has been approved a letter of confirmation should be sent to the hirer, setting out the full details of the letting, enclosing a copy of the lettings terms and conditions and requesting payment by BACs or cheque. In the event of failure to pay the fee, the premises will not be made available.

Subsidy

No subsidy

Note:

This policy consists of the above text and in addition the following appendices:-

- Appendix A Conditions for the Hire of facilities at the Livingstone Road Federation
- Appendix B Application for Letting

These appendices form part of the policy. They are to be used in the administration of the policy at all times and are to be renewed and approved by the Premises Governor every 3 years.

Appendix A: Conditions for the Hire of Facilities at The Livingstone Road Federation

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. The Hirer will also be responsible for the Safeguarding of any children in their care for teaching and supervision. All lettings are for the sole purpose of the activity booked. Additional activities/parties must be applied for through the Governors.

Safeguarding

The Hirer shall agree to adhere to the Federations Safeguarding policy and ensure they apply the principles of the policy whilst they are responsible

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 at the point of booking. 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 for regular lettings.

Hamwic Education Trust/the schools 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 trust.

Protection of Premises and Movable 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, screws into fixtures or part of the school fabric will be permitted. Cello tape should not be used on walls. In the event of any damage to premises or property the school shall make it good and the Hirer shall pay the cost of such reparation.

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, including fire exits. Maximum numbers must be declared at the point of booking. The Hirer must adhere to correct adult to child ratios at all times and this must also be stipulated in the agreement.

The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct. The hirer should also have their own procedure for dealing with complaints. Access to a telephone - There is no legal requirement to provide access to a telephone within the school premises. Hirers MUST provide evidence of a working mobile phone when arriving for the letting to the caretaker or School Business Manager.

First Aid Facilities

There is no legal requirement to provide first aid facilities for Hirers. It is the Hirer's responsibility to make their own arrangements i.e. trained personnel and provision of first aid kit, particularly in the case of sports lettings. Use of the schools' resources is not available (as advised by the LA Health and Safety)

Status of the Person applying for the letting

Lettings will not be made to persons under the age of 18. All persons must undergo an Enhanced DBS check when lettings involve access to children and evidence of these checks should be provided. All adults working with pupils must be appropriately qualified for the activity.

We retain the right to prohibit extremist speakers or groups from meeting or gathering on premises or any organisation or group with an unlawful or extremist background.

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/school against all sums of money which the LA/school may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

Sub Letting

The Hirer shall not sub-let to another person.

Intoxicating Liquor

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

Smoking

A strict no smoking policy is operated by the Federation. Smoking/vaping is forbidden in all parts of the school premises and grounds.

Gambling

Gambling or any act likely to breach the regulations contained within the Gaming Act is strictly forbidden.

Animals

Animals are not permitted to enter the school or its grounds without prior written approval from the Governing Body.

Heels & Shoes

No stiletto or any type of thin heel is to be worn. If activities involve outdoor use, please ensure foot wear is cleaned before re-entering hall.

Dancing

Application to the Governing Body must be made in writing for permission.

Other Restrictions

The Hirer shall not permit the premises or grounds to be used for any illegal or immoral purposes, or permit any drunken or disorderly person or persons to remain upon any part of the school premises. The Hirer shall not permit the premises or grounds to be used for any political or theological purposes or address without the explicit written authority of the Governing Body.

Vacation of Premises

The Hirer shall ensure that premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children and ensuring they are collected by a named adult.

In the event of an emergency the location point for all persons to assemble is in the playground. The Hirer must have immediate access to their members contact details and access to a mobile phone. The Hirer should be familiar with emergency exits and ensure members are aware of evacuation procedures. A key to access the playground gates in case of emergency will be signed for at the point of hire.

Charges

Each application for hire will be considered individually by the School Business Manager and appropriate charges set. This includes a person to be responsible for locking up the premises after use. These charges will be reviewed annually. The Hirer will be asked to complete a letting form.

The Governing Body reserves the right to cancel an individual advance letting by giving 24 hours' notice to the Hirer. Where this action has proved necessary, an alternative date will, where possible, be offered. The Governing Body reserves the right to cancel a letting agreement by giving four weeks notice to the Hirer in writing.

Variation of Scales of Charges and Cancellations

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the premises governors annually) and that 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 parents of changes in dates or venues in writing at least a week in advance. The school administrator will notify the Hirer of changes/cancellations when on occasions due to the school schedule the Hall may not be available to hire.

Security

Mostly the cost of security is included in the hourly rate but if the Site Manager/Caretaker is not available then the hirer may need to pay a charge. The Governing Body will hire and pay for a person to be responsible for the security of the premises before, during and after the hire and this person will also clean the premises after its use. The Hirer will have this charge added to the hire fee. If no suitable person can be employed then the hire will not be allowed or will be cancelled.

CCTV

CCTV cameras are in operation at all times internally and externally.

Food and Drink

Food or drink should not be prepared or consumed on the property without being detailed on the Letting Form. The premises are a nut free school. All litter must be placed black sacks to be provided by the hirer and taken away at the end of the let.

School Equipment

Only by initial application. Adults must supervise equipment being issued and its safe return. The hirer is liable for damage, loss or theft of school equipment they are using. The hirer is responsible for the equipment's safe and appropriate use. No use may be made of apparatus such as stage fittings, pianos etc without specific permission. No use may be made of the large PE apparatus. Staging set up for school use will not be dismantled during the weeks it is in use.

Priority of Use

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

Attendance

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

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.

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.

Right of Access

The Governing Body and its agents reserve the right of access to the premises during the letting. From time to time activities will be monitored.

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 is not adhered to an additional cost will be charged.

Electrical Equipment

Any electrical equipment brought by the Hirer onto the school site MUST have been PAT tested within the last 12 months. This must be notified on the application.

Promotional Literature/Newsletters

Draft copy of any information to be distributed to club members or through school must be sanctioned by the Executive Headteacher a week prior to distribution. Hirers are responsible for the copying and collating of any literature. The school will distribute literature for clubs comprising our pupils.

