



## **LETTINGS POLICY**

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<b>No changes</b>	

The Governing body has adopted the attached Lettings Policy and current table of charges.

The Governing body believe that education is the prime purpose of the School, however we are keen to see the School and its facilities be of benefit to the whole community.

It is the desire of the Governing body that these facilities are made available to local groups, provided that this does not conflict with the work of the School, the interests of its pupils or the wellbeing and workload of its staff and not create a statutory nuisance. Any letting of the school facilities must not be promoting anything that could reasonably be interpreted as being derogatory to the school.

The use of images in printed or electronic media, such as programmes, tickets, websites etc must be suitable for the eyes of children of all ages. The use of images that could be reasonably regarded as being inappropriate for viewing by children are strictly prohibited. Likewise, the use of images of the school children must not be used without the written consent of their parents /guardians.

The name of Oliver's Battery Primary School or the school's buildings are not to be brought into disrepute through letting of the school's facilities.

The guidelines are bound by common sense and consultation with the School and Governing body if there are any doubts regarding the suitability of a letting event, especially if children are involved.

The Governing body recognises that the use of School premises for educational purposes should be given priority when lettings are considered.

Making of a profit from private or commercial lettings can be a desirable outcome but is not the primary objective when letting for education activities. It is of prime importance that the school and it's pupils are not financially disadvantaged from any let due to costs incurred outweighing income received.

## **Overview**

This document details the Lettings Policy and procedures of the School, available facilities and the roles of both the Governing body and users of the School facilities (hereafter referred to as “the hirer”).

The use of the School premises at all times outside of the School day is under the control of the Governing body.

The final decision of compliance lies with the Governing body.

## **Policy**

It is the intention of the Governing body that private functions at weekends will finish at 11.00pm.

School facilities may be let for community use for extracurricular sports, recreation and teaching purposes.

In deciding whether or not to let the premises the School will consider the likelihood of damage or nuisance that may be caused, or arise at any time as a result of the letting.

Parking on site will be limited to the hirer and any temporary access required by vehicles to allow the setting up of events.

## **Responsibilities**

The responsibilities of the School and the hirer on entering into a letting agreement are laid out below.

### **Responsibilities of the School**

The School will:

1. Identify an appropriate room/area ensuring that it is open and ready for use at the beginning of the session.
2. Agree a system to facilitate communication with School staff if and when needed.
3. Report to Governors to inform them of activities and ensure that partner organisations are recognised and acknowledged by an approved body (where appropriate) and Public Liability Insurance and relevant qualifications are held on file in the school office.
4. Provide access to appropriate whole School policies including health and safety, child protection, accident/incident reporting and equal opportunities.
5. Consider all applications providing the hirers adhere to and are able to comply fully with the terms and conditions set out in this Policy and any documents referred to herein.

### **Responsibilities of the Hirer/Service Provider**

Where the hirer is a service provider who is providing a service to the school, all services must be appropriately planned and delivered in advance to the Head Teacher.

1. As a general rule, resources needed must be provided by the Hirer.
2. Where school resources are to be used, (ie; first aid supplies, sanitiser, hand soap, etc) adequate notice and agreement by the Head Teacher must be given.  
Replacement costs for school resources used by the hirer will be invoiced in addition to the room hire costs at a price agreed in advance.
3. Suitable and sufficient risk assessments must be undertaken for each activity and shared with the Head Teacher and/or School Office.
4. All participants must be adequately supervised during the session, encouraged to attend promptly, remain for the duration and leave the building promptly at the end.
5. **Young people must never be left unattended**
6. Parents/carers or an alternative agreed contact must be informed immediately if any young person leaves the session. Parents will be contacted when a child does not attend an after school activity without notice.
7. Staff and participants should be made fully aware of fire drill procedures and any other safety arrangements.
8. Service providers shall maintain relevant records which can be made available to the School including a register of attendance and record of activities per session.
9. The Hirer is required to hold details of emergency contacts and medical needs for each participant (where parental responsibility is being assumed by the hirer).
10. If any of the activity involves a trip off the school premises, a service provider must follow the local authority's guidelines.
11. Premises should be left in the condition in which they are provided and charges will be made for any damages or cleaning.

### **Staffing**

Staff must be suitably qualified and experienced and have undergone a Disclosure and Barring Service (DBS) check (Enhanced Disclosure). No adult without DBS checks can be involved in any work with children.

### **Pastoral Issues in Relation to Children**

In any situation where a service provider becomes aware of an issue which concerns a child's safety or wellbeing in relation to child protection issues, the service provider shall immediately inform the Head Teacher/DSL. In the absence of the Head Teacher, the Deputy Safeguarding Leads are Catherine Bordoli, Jennifer Davies and Simon Sleeman. In an emergency contact should be made immediately with Children's Social Care on 0300 5551384 or the police on 999.

Staff must be aware that they cannot offer guaranteed or unconditional confidentiality. If a child discloses any information relating to their own safety or that of any other young person the Head Teacher/DSL must be informed immediately.

### **Insurance**

A service provider is responsible for indemnifying against injury to their staff and participants, loss and damage to any property occurring as a result of these activities.

### **Environment**

The School enjoys a good relationship with its neighbours and community. All hirers and visitors are expected and required to have due regard to the entitlement of neighbours to the enjoyment of privacy and quiet.

## **TERMS AND CONDITIONS OF HIRE AND USE**

### **Acceptance**

By completing and signing the application form, the hirer:

- Accepts and agrees to adhere to all aspects of the Letting Policy, including these Terms and Conditions.
- Accepts the responsibilities of the hirer as laid out above on behalf of their organisation or event.
- Accepts responsibility for ensuring that all attendees comply with all the Terms and Conditions contained within this Policy.

### **Care of Children**

All children will be supervised at all times by their carers except where children are attending an organised group or care scheme. Where the latter applies, the group/care scheme will adhere to all regulations set out in the Child Act 1989 including those of registration with the relevant registered body.

### **Licences**

Where necessary, any licences required for public dancing, entertainment or music must be strictly adhered to. It is the duty of the hirer to ensure they understand and are able to comply with all such regulations and requirements.

### **Damage**

The hirer shall indemnify and keep indemnified the School and the Governing body from and against all losses and damages arising as a result of the letting of the premises. The hirer will pay the full cost of repair, or replacement of any fixtures or fittings that become unserviceable or unsuitable for use through damage caused by any person attending the function, whether deliberate or otherwise.

### **Property**

All property brought onto the premises is done so at the sole risk of the owner. Neither the School nor the Governing body will accept responsibility for any loss of or damage to any property owned by any person or organisation using the premises. Security arrangements are the responsibility of the hirer.

### **Injury or Loss**

It is the responsibility of the hirer to inform the Governing body, in writing within 24 hours, of any person or persons sustaining injury or loss on the premises during the letting.

### **Alcoholic Drinks**

No alcoholic drinks may be consumed or brought onto the premises unless written permission has been applied for and received from the Governing body. Alcohol may not be sold unless a magistrate's licence has been applied for, granted and shown in advance to the Governing body or the Headteacher

It is the hirer's responsibility to ensure that the consumption of alcohol is moderated.

### **Copyright and Confidentiality**

The hirer shall respect any confidential information that they may have access to during the hire period.

The hirer shall indemnify and keep indemnified the School and the Governing body against any breach or infringement of copyright, in relation to the performance of material or delivery of any work in which copyright exists.

### **White Boards and Lap Tops**

Interactive white boards and/or lap tops in classrooms are not to be used without specific prior permission of the Headteacher.

### **Use of School Resources**

The use of school resources, such as paper, first aid supplies, hand soap, toilet rolls and hand towels will be re-charged to the hirer and included in the invoice to the hirer.

### **Right of Access**

The School and the Governing body reserve all rights of access.

### **Advertising**

Advertising for any event on School premises may only take place with the prior permission of the Headteacher or Governing body.

### **Alterations**

No alterations to the premises may be erected without the written permission of the Governing body. Any authorised alterations must comply with all health and safety regulations and must be removed at the expense of the hirer. Preparation and dismantling of any alteration must be done outside of School hours.

### **Furniture**

Any movement of furniture must be undertaken by the hirer and is done so at the hirer's own risk. No furniture or apparatus is to be used without prior permission and all furniture must be returned to its proper place at the end of the hiring period.

### **End of Let**

All lets must end at the designated time and the School premises vacated within 30 minutes of the end of the let. All music and/other noise must cease promptly at the end of the period of the let.

### **Health and Safety**

The hirer will comply with all health and safety requirements mandated by the School.

### **Behaviour**

The hirer is responsible for the behaviour of all persons organising or attending the function and in particular on leaving the site in a quiet and orderly fashion by the time stated in the letting agreement. The hirer shall be liable for any costs incurred resulting from any transactions or any person organising or attending the function.

### **Contact**

A named contact person must be made known to the Head Teacher before the start of the event.

### **Attendance at the Event**

Only personal guests or members of the private organisation hiring the School facilities may be admitted to a function. Anyone attending the function must obtain a ticket before the function, or a written invitation issued before the function takes place.

### **Maximum Numbers Attending**

Health and safety considerations restrict the School hall to a maximum number of people. This must be agreed in advance of the letting.

### **Litter**

No litter is to be left on the premises, and in particular no confetti or rice is to be thrown.

### **Smoking**

Smoking, including the use of E-Cigarettes, is not permitted within any of the School buildings and grounds.

### **Additional Costs**

It is the responsibility of the hirer to ensure the premises are left clean and tidy, in the same condition in which they were found. This includes all outside areas as well as indoor areas. The hirer will be liable for any costs incurred by the School for cleaning, caretaking or other expenses as a result of the premises not being satisfactorily cleared after the letting.

### **Access for School Staff**

The Governing body reserves the right to appoint a representative to attend any letting and monitor the use of the School facilities. The hirer shall allow any member of the School staff (or other representative appointed by the Governing body) to be admitted to any function to ensure compliance with the conditions of the let.

### **Gifts**

No School staff are permitted to accept hospitality gifts, either cash or in kind, at any time. We request that no gifts of this nature are offered.

### **Dogs**

No dogs shall be admitted on the School premises (except registered guide dogs).

### **Contravention of Terms and Conditions**

If any of the above terms and conditions are contravened, the Governing body reserves the right to cancel this and or future lettings, with no compensation or refund.

### **Cancellation**

The Head Teacher or the Governing body must be notified of any cancellation at the earliest possible opportunity. Where notification has been received at least 4 weeks prior to the date of the let, the letting fee will be refunded in full apart from a set administration charge of up to £20 which will be retained to cover administrative costs.

Where notification has been received between 2 and 4 weeks prior to the date of the let, the hirer will be entitled to a 50% discount at the discretion of the Head Teacher or the Governing body.

Where notification of cancellation is received less than 2 weeks prior to the date of the let no refund will be given, at the discretion of the Head Teacher or the Governing body.

### **Cancellation by the School**

The Governing body reserves the right to cancel any letting (whether confirmed or not) without prior notice and without compensation or refund if:

- It suspects that any of the terms and conditions of hire or use have been broken by the hirer, or any person organising any function or event.

- Any conditions of this Policy have been broken, or are likely to be broken, by any person attending any function or event, or connected with the function or event in any way.
- Any damage has been caused to the premises.
- Any breach of licensing conditions occur.

The Governing body also reserves the right to cancel any letting if:

- The premises are required by anybody or person having a statutory right to use them.
- The School is closed or becomes closed.

In the event of cancellation by the School, for the reasons defined above, any fees paid in respect of the letting will be refunded. The Governing body will endeavour to notify the hirer at the earliest possible opportunity, however, no guaranteed period of notice can be offered. Regardless of when notification is given to the hirer, the hirer will not be entitled to any compensation.

Please note the above conditions apply for cancellation of all or part of the letting. Where the hirer makes a permanent cancellation during the course of a letting agreement, the Governing body reserves the right to determine whether any refund should be offered, and the amount thereof. No compensation will be available. The administration charge will still stand.

## **Administration of Lettings**

### **General**

The Governing body is not in a position to personally vet every applicant or organisation who wishes to make use of the School premises. Accordingly it has delegated the authority to accept applications for the hire to the Head Teacher.

### **Application**

All formal hiring of the School premises, including those for which no charge is made, must be properly documented. All applications for hire must be in writing to the School office. Please note that a receipt of an application does not guarantee that a letting will be accepted. In addition, all hirers will receive a copy of the conditions of hire and a hire agreement.

### **Confirmation**

Where the application for a letting is accepted, the hirer will be sent a confirmation of booking and any returnable deposit required.

### **Payment**

The letting invoice must be paid within 30 days of the letting period. Non payment of the invoice within any agreed time limit will result in any further lettings being refused. The Governing body is required to protect the School from bad debt and will refer debtors to Hampshire County Council Legal team should the invoice remain unpaid.

### **Deposit**

The Governing body reserves the right to acquire a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being

left in an unacceptable condition incurring additional costs for cleaning, caretaking or other expenses.

Deposits must be paid immediately within 72 hours of the date the booking is agreed.

### **Complaints Procedure**

If the School wishes to make a complaint regarding a letting:

- A representative of the Governing body will verbally raise concern with the hirer.

The situation will be monitored for an agreed period of time to allow the issues to be resolved. If the situation remains unresolved, hirer will receive written notification of the concern and an agreed period of time will be given to allow the hirer to address the situation. Thereafter if the matter remains unresolved, formal notice of termination will be sent to the hirer, effective 72 hours from the date of the notification.

If the School receives a complaint, regarding a hirer, from a third party:

- The Governing body will be notified of the complaint.
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The matter will be investigated by a representative of the Governing body, normally the Head Teacher and a written response will be sent to the complainant within 10 working days. Further correspondence received about the same complaint will be placed on the agenda of the next Premises Committee meeting. A response will be sent by the Chair of the Committee.

Where action by the hirer is required in response to a complaint received by the School;

- The hirer will be notified of the complaint and will be given the opportunity to rectify the cause.
- If the complaint remains unresolved after 10 working days, the hirer will be notified in writing that they must address the complaint within the next 10 working days or accept notice of the termination of the letting agreement.
- Thereafter if the matter remains unresolved formal notice of termination will be sent to the hirer with immediate effect. The hirer has the right to appeal. All appeals must be made in writing and will be presented at the next full meeting of the Governing body. The Chair will inform the hirer of the outcome of any such appeal in writing.

If the hirer wishes to make a complaint it must be raised and discussed with the Head Teacher (who may forward the complaint to the Governing body).

If the complaint is not resolved within 5 working days the hirer should notify the Governing body through the Head Teacher in writing.

If the complaint is still not resolved within the next 5 working days it will be placed on the agenda of the next Premises Committee meeting.

If the complaint continues to be unresolved, the matter will be taken to the next full Governing body meeting following which the Chair will send a written response to the hirer.

### **Appeals**

If the hirer has a letting agreement withdrawn or terminated, they have a right to appeal to the Governing body.

The appeal should be made in writing and will be presented at the next full Governing body




meeting.

The hirer will be informed of any action or decision taken by the Governing body.  
The Governing body's decision is final.

**Review of Policy**

The Governing body will review the policy and hire charges annually. The Governing body reserves the right to review and amend the table of hire charges at any time during its annual cycle.

Oliver's Battery Primary and Nursery School Table of Charges

	<b>Per Hour</b>	<b>Per Day</b>	<b>No. of Hours / Days</b>	<b>£</b>
<b>Area</b>				
<b>Classroom/Library/The Hub (per room)</b>	<b>£ 10.00</b>	<b>£50.00</b>		
<b>Main Hall</b>	<b>£15.00</b>	<b>£75.00</b>		
<b>Playing Fields, Playground (per area)</b>	<b>£10.00</b>	<b>£50.00</b>		
<b>Forest School Areas (per area)</b>	<b>£15.00</b>	<b>£75.00</b>		
<i>Our minimum charge is for one hour. Should hire of any accommodation be required for more than 1 hour but less than one day, additional costs will be calculated on a pro-rata basis.</i>				
<b>TOTAL ACCOMMODATION COSTS (A)</b>				<b>£</b>
<b>STAFFING COSTS</b>			<b>No of Hours</b>	<b>£</b>
	<b>School Hours</b>		<b>Outside of School Hours</b>	
Caretaker	<b>£ 15.00</b>		<b>£ 25.00</b>	
Admin / QTS Holder	<b>£ 25.00</b>		<b>£ 35.00</b>	
<b>TOTAL STAFFING COSTS (B)</b>				<b>£</b>
<b>EQUIPMENT</b>		<b>No of items</b>		<b>£</b>
Eg; IWB, Laptop	<b>£ 5.00 per item</b>			
Use of school resources, such as paper, hand soap, sanitiser, first aid supplies, toilet roll and hand towels will be charged at the end of the let at £5 per full day (if required).				
<b>TOTAL EQUIPMENT COSTS (C)</b>				<b>£</b>
<b>FINAL HIRE CHARGE (A+B+C)</b>				<b>£</b>

## Application for the hire of facilities at Oliver's Battery Primary School

*The application should be sent to the school and should normally be made at least 14 days before hiring is required.*

Name and address of applicant \_\_\_\_\_

(to whom correspondence can be sent) \_\_\_\_\_

\_\_\_\_\_

Telephone number \_\_\_\_\_ Postcode \_\_\_\_\_

Name of organisation and position within organisation (if applicable)

\_\_\_\_\_

*\* A deposit of £100 is required for the hire of the kitchen payable at least 10 days prior to date of letting.*

Purpose of hire \_\_\_\_\_ Do you wish to provide bar facilities? YES / NO

Apart from organisers, is the proposed hire exclusively for:

Young persons under 18 or members of a registered youth group YES / NO Older persons group or adult with disabilities YES / NO

Date(s) required \_\_\_\_\_ Time from \_\_\_\_\_ to \_\_\_\_\_

### Declaration – Tick each box to confirm your agreement.

- I have read the Lettings Policy and accept the school's conditions of hire, and agreed to abide by these and any special conditions communicated to me.
- I agree to indemnify the County Council against any accidents or damage to County Council property or injury to persons which may be incurred as a result of the hiring unless caused by the negligence or breach of statutory duty of the County Council. I understand that the County Council have taken out a policy of Public Liability insurance, brief details of which have been supplied to me, which provides an indemnity for my legal liability for accidents, damage and injury.
- I enclose a copy or copies of appropriate qualifications held by the person(s) running the activities (where appropriate) in support of this application.
- I enclose a copy or copies of Public Liability Insurance held by the person(s) running the activities (where appropriate) in support of this application.
- All members of staff working with children have an appropriate DBS check which has been shared with the school.
- I am aware of the school's Safeguarding and Child Protection policies and will adhere to these at all times.
- I accept that an additional charge may be made in respect of damage caused to the building or school property through negligence or wilful intent.
- I understand that there will be a minimum charge unless there is a concurrent hirer.
- I agree to the payment conditions.
- I am over 18.

Signed \_\_\_\_\_ Name in full \_\_\_\_\_ Date \_\_\_\_\_

This section will be returned to you as confirmation or otherwise of the letting. It is **not** an invoice.

Name \_\_\_\_\_

Organisation \_\_\_\_\_

Address \_\_\_\_\_

Approval is given/not given to your application to hire:

\_\_\_\_\_ (facilities)

at Oliver's Battery Primary School on \_\_\_\_\_

As outlined in the Table of Charges in the Lettings Policy the charge will be:

£ \_\_\_\_\_

starting at \_\_\_\_\_ hours and finishing at \_\_\_\_\_ hours,

unless the minimum charge applies or the period of letting exceeded. An invoice for the actual charge will be issued **after** the hire.