



**KING'S OAK PRIMARY SCHOOL**

**LETTINGS POLICY**

**2017/2018**

Signed by Chair of Governors: *Paul Davies* Dated: March 2017

Signed by Headteacher: *A.J. England* Dated: March 2017

Issued: March 2017 and approved by Finance Committee  
Approved: F&P 20/03/2017  
Review date: March 2018

The Governing Body of King's Oak Primary School recognises that the premises represent a significant capital investment which should be fully utilised and that these premises are a valuable community resource. The Governing Body is therefore committed to ensuring the efficient use of the school's premises and making them available for use by the local community. To this end they have adopted this lettings policy.

### **Lettings Policy**

The Governing Body is required to ensure that expenditure resulting from the use of school premises by external organisations does not fall on the delegated budget. Consequently a scale of charges for the use of the accommodation has been produced and forms Appendix B. This will be reviewed by the Governing Body annually.

The Governing Body of King's Oak Primary School will set charges for lettings guided by these principles:

- Lettings to 'Parents in Partnership' will be free of charge.
- Lettings to community youth groups and regularly weekly hiring and other registered charities may be subject to a small reduction in the published fees, but will be sufficient to cover Site Agent supervision as appropriate, heating, lighting, wear and tear and administration.
- Lettings to all other hirers will be charged at cost plus a profit margin determined by the Governing Body.
- The School will retain income derived from lettings and costs to the school of lettings will be met from this income.

Authority is delegated by the Governing Body to the Headteacher to deal with requests for lettings of a routine nature. Where any prospective letting involves extended use of the premises (over a number of days or nights) or where the prospective hirer is not known to the Headteacher, the Chair of the Governing Body should be consulted.

All prospective hirers are required to complete a Booking Form (see Appendix A) and to comply with the Terms and Conditions set out on the reverse of the form.

Hirers are responsible for damage to premises or property which occurs during or as a result of their letting and appropriate supervision arrangements should be in place for activities held in buildings or grounds.

The school maintains insurance cover for liabilities incurred by governors with regard to lettings, but insurance for liabilities incurred by hirers is the responsibility of the hirers. Evidence of suitable insurance cover will be requested from hirers. Where the hirer does not hold his or her own public liability insurance, there is a surcharge of 13.75% to the agreed charges to cover this with additional insurance premium of 6% of the surcharge cost. Profit making organisations are required to have their own liability insurance and must produce a current valid certificate with their booking and a renewal certificate on the expiry date should the letting be long term.

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Hirers are responsible for removing or otherwise disposing of litter and rubbish resulting from their use of the premises or grounds.

Smoking is prohibited within any part of the school buildings and grounds.

A minimum of two weeks' notice is required by the school for all lettings. On receipt of the signed booking form, the School Business Manager will be instructed to prepare an invoice for the hirer. Both this and the "Information and Instructions to Organisers of Events" (see Appendix C) will be sent or given to the Hirer before the event.

Where Hirers use equipment that is the property of the school, the Headteacher shall satisfy himself/herself that the hirer is capable of using such equipment and that the hirer has expert knowledge and capability with respect of health and safety considerations.

The school's Safeguarding policy must be consulted and followed when dealing with external organisations that work with children or young people.

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/Headteacher before approval is given. The school will contact the Access and Referral Hub if they suspect that the letting or gathering has been used for political purposes, not previously authorised by the Principal/Headteacher, 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.

Considering applications for lettings the Principal/Headteacher, or delegated officer, will decide on the approval of the application with consideration to:

- Interference with school activities – priority at all times should be given to school functions
- The availability of facilities
- The availability of staff to open and close the premises
- The school's safeguarding policy
- Health & safety considerations in relation to the number of users, type of activity, qualifications of instructors, etc.
- Type of activity and our duty with regard to the prevention of terrorism and radicalisation
- Adequacy of management procedures in place during the hire
- Appropriateness of the letting and whether it is deemed compatible with the ethos of the school

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## Appendix A – Booking Form

### King's Oak Primary School

This School has a no smoking policy

HIRING ORGANISATION including name and address of person responsible:

Telephone Contact .....

PURPOSE OF HIRING: APPROX NUMBER ATTENDING [    ]

DATES AND DAYS REQUIRED:

ACTUAL TIMES REQUIRED (To include preparation time and time for cleaning afterwards)

FACILITIES REQUIRED:

#### DECLARATION BY HIRER:

I acknowledge that I have received a copy of the terms and conditions governing this letting and understand them.

I agree to abide by them and to pay the sum due before the letting takes place.

I \*do/do not have Public Liability Insurance and agree to a 13.75% surcharge and 6% Premium Insurance Tax if this is not provided by me.

Name of Insurance Company..... Insurance Policy No:.....

I agree to pay for the reinstatement following any damage to property caused as a result of the letting. **Please make cheques payable to: King's Oak Primary School**

Date:    /    /20                      Signature of Hirer:.....

*\* delete as appropriate*

#### TO BE COMPLETED BY THE SCHOOL:

This Hiring has been approved for, and on behalf of, the School.

Date:    /    /20                      Signature of Headteacher:.....

Date:    /    /20                      Signature of Site Manager:.....

The charge for this Hiring will be: £ .....

PAYMENT RECEIVED:..... DATE:    /    /20

COPIES TO: Hirer, Site Manager, School File

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## **Terms and Conditions relating to the Letting of Premises / Grounds:**

1. The hirer must comply with all the Terms and Conditions listed below.
2. Hirers will be held responsible for any damage to premises or property which occurs during or as a result of their use.
3. The school premises will not be let to individuals or organisations if there is reason to believe that the name of the school will be brought into disrepute. Decisions whether to permit lettings will be made by the Governing Body. If the Headteacher believes a letting should not be permitted he/she will report the reasons to the Governing Body.
4. Smoking is prohibited within any part of the school buildings and grounds.
5. Hirers must ensure that premises and grounds are left in a clean and tidy state after their use. All litter and waste materials should be removed and, where items of furniture have been moved, they are put back in position at the end of the letting. A further charge may be levied if additional cleaning is required.
6. The times in the letting agreement must be honoured and the building vacated at the time detailed in the agreement. The school reserves the right to charge additional time if the premises are not vacated on time.
7. The hirer will be responsible for arranging personal accident insurance and public liability insurance, except in cases where it is agreed that the School will arrange public liability insurance in exchange for a surcharge of 13.75% of the fees plus 6% insurance premium. King's Oak Primary School and the Local Authority cannot accept any responsibility for loss or damage to personal effects.
8. Hirers must ensure full supervision is provided during lettings especially on playing fields and in specialist technical areas as the School and the Local Authority will not be responsible for any claims which may arise as a result of negligence on the part of the hirers or their supervisors.
9. The School reserves the right to cancel letting arrangements, without notice if necessary. This will be done only in exceptional circumstances. Use of the playing fields or football pitches may be cancelled at any time should we consider that they are unfit for use.
10. When a letting is cancelled by the School an alternative time/date will be offered and an adjustment made to the letting fee if appropriate e.g., if the alternative is in less suitable or smaller premises.
11. If alcohol is to be sold on the premises specific permission must be granted by the School and the hirer must provide the school with a copy of the licence. A Public Entertainment Licence must be arranged by the hirer if one is required.
12. No food must be sold from the premises or site as the school does not hold a licence to do this.
13. The hirer will pay all fees relating to the hiring of the premises, grounds and equipment within seven days of receiving the invoice, and in any event, no later than the date the premises are to be used.
14. A 50% cancellation charge will be levied in certain circumstances.
15. Failure to comply with the conditions above will result in the refusal of future requests to hire premises and grounds.
16. Vehicles and personal belongings are left on site at the owners risk and the school will accept no responsibility for loss or damage to such items.
17. The School has a zero tolerance policy on aggressive or impoliteness to any staff member and may be asked to leave the site should circumstances prevail.
18. You will be required to provide an enhanced Disclosure and Barring Service Certificate if you are using the facilities for a children's group.

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## **Appendix B - Lettings of School Premises – Scale of Charges**

<b>Main Hall</b>	<b>£30.00 per hour</b>	<b>With no other school facilities</b>
<b>Dining Hall</b>	<b>£25.00 per hour</b>	
<b>Classroom</b>	<b>£20.00 per hour</b>	
<b>Outdoor Pitch</b>	<b>£10.00 per hour</b>	
<b>Outdoor Pitch and cloakroom facilities</b>	<b>£25.00 per hour</b>	

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## **Appendix C - Information and Instructions to Organisers of Events held on School Property**

Organisation: .....

Event: .....

Name of Organiser: .....

*Under the Health and Safety at Work Act 1974 the School provides the following information:*

1. The area / room allocated to your activity is.....
2. Access is gained to this area from:.....
3. The nearest telephone is located:.....
4. The Site Manager's telephone number is:.....
5. The First Aid Box is located:.....
6. Potential Health and Safety Hazards:.....
7. The nearest fire extinguisher is.....
8. The nearest box to raise fire alarm is.....
9. The nearest Fire Exit is.....

### **Instructions to Organisers**

1. In the event of fire *immediately* dial 112/999 for Fire Brigade.
2. *Evacuate* all personnel to a safe place. Check your register, await Fire Brigade.
3. *Immediately* thereafter telephone the Site Manager or his designated substitute.
4. *In the event of an accident* – the hirer is responsible for First Aid procedures; telephone 999 for Ambulance.
5. *Immediately thereafter* telephone Site Manager.
6. Obtain names and addresses of at least two witnesses where possible.
7. If accident has occurred whilst utilising the School's equipment do not move or touch the equipment until a School representative has examined it.

### **Notes to Organisers**

- 1.** The area allocated to you must be reached by the most direct route from the access point indicated, and members of your party must not enter other rooms or areas, other than to utilise cloakroom or toilet facilities.
- 2.** In the event that the School has agreed to permit the use of facilities for the purpose of preparing beverages or food, only such equipment shall be used as is necessary for the preparation of these, and the activity must be under the supervision of the Organiser or some other responsible person.
- 3.** Any equipment made available must be used strictly in accordance with standard practice and under the supervision of the Organiser.
- 4.** Organisers are reminded that the responsibility for the safety of their party rests with the School and with the Organiser jointly.

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