



# Lettings Policy

Amended April 2020

Adopted by Governing Body May 2020

Signed:

Hove Junior School is committed to safeguarding and promoting the welfare of children and young people and expects all staff and volunteers to share this commitment.

## **SPECIFIC CONDITIONS GOVERNING THE LETTING OF SCHOOL PREMISES**

### **General Conditions**

- 1.1 Applications for the use of school premises must be made to the Headteacher, and responsibility for their approval should be in accordance with the school's Scheme of Delegation. Ultimately this responsibility rests with the School Governors. The person signing the application will be deemed to be the Hirer, and must accept responsibility for ensuring compliance with these conditions.
- 1.2 A written Lettings Agreement will be issued for all Letting Arrangements and must be signed by the individual or an authorised representative of the organisation responsible for the Letting. For regular Lettings Arrangements, these Agreements will be reviewed and re-issued every year.
- 1.3 The school reserves the right to cancel any letting if the accommodation is required for urgent official or academic business. In these circumstances, a refund will be made to the Hirer, but no other compensation will be offered.  
  
The School reserves the right to forthwith cancel the agreement if, in the opinion of the School, damage may be caused to the Premises; or if by flood, tempest, storm, fire or other cause beyond the School's control the Premises is rendered unfit for use; or if the School considers it necessary to close the Premises for the purpose of executing urgent repairs or alterations; or if, in the opinion of the School, it is in the public interest that the Premises should be closed for any reason.
- 1.4 The school Caretaker is normally expected to prepare for lettings, to do any necessary cleaning afterwards and, in some cases where the school requires, be in attendance throughout the course of the letting. No payment should be made direct to the Caretaker, since he/she will be paid by the school.
- 1.5 No structural alterations to school premises, fixtures or fittings will be permitted and notices must be fixed only to the boards provided.
- 1.6 Suitable footwear must be worn so as not to damage the School floors. Nothing must be put on the floors that will change the property of the floor.
- 1.7 Members of the public must not be admitted to the school premises after 10.00pm.
- 1.8 Alcoholic liquor must not be sold nor consumed on the school premises unless specific approval has been given in advance by the Headteacher. If approval is given to the sale or consumption of alcoholic liquor, the Hirer must obtain the necessary licence, which must be produced to the Headteacher before the Hire / Letting takes place.
- 1.9 Occupancy limits must not be exceeded.

- 1.10 If the Hirer is planning any activity that might involve animals, e.g. donkey rides at a Summer Fete, the impact of this should be considered as part of the Risk Assessment for the activity.

### **The Hirer's Responsibilities**

- 1.11 The Hirer must comply with the new smoke free legislation, which came into effect on 1<sup>st</sup> July 2007. Failure to comply may result in a fine for both the Hirer and the school.

#### **Smoking is not allowed anywhere on the School premises.**

- 1.12 The Hirer must produce event documentation to include a risk assessment and an emergency action plan of the Hire. This documentation must include details of health and safety issues relating to the nature of the hire including arrangements for first aid, supervision, communication, crowd control, equipment use, traffic management and emergency procedures, appropriate to the nature of the hire. The Hirer undertakes to follow any recommendations arising out of such Risk Assessment prior to the Hire. Further guidance on risk assessments is available from the HSE website. <http://www.hse.gov.uk/>
- 1.13 Hirers will be informed, at the time the application is approved, of the charge for the use of the facilities required.

Payment will be made in advance of the Letting. If there is any damage resulting from the Letting, or the need for caretakers/cleaners to work longer than expected after the letting, the Hirer will pay any subsequent account sent to him.

- 1.14 Any intention on the part of the Hirer to cancel a letting must be notified to the Headteacher at least one week before the letting is due to take place. In the event of the Hirer failing to give at least one week's notice, no reimbursement of hiring fee will be made and if preparatory works have already been undertaken the Hirer will have to cover the actual costs of these.

- 1.15 The Hirer must be in attendance at all times and must provide and exercise adequate supervision throughout the Hire to prevent:
- (a) Damage to buildings, grounds, fixtures, fittings and equipment; and/or
  - (b) Excessive noise and/or nuisance to local inhabitants.
  - (c) Ensure that provisions for safety including recommendations identified through risk assessment are carried out.

The Hirer will meet the cost of making good any damage caused.

- 1.16 Hirers are responsible for arranging their own insurance for any legal liability associated with the hiring of the property. This includes third party claims for injury or loss, and damage to school property caused as a direct result of the hiring. In respect of public liability insurance cover the Hirer shall affect a policy with an absolute minimum indemnity limit of £5,000,000 in respect of any one incident. **The Insurance Team now recommend that where the hirer is using the facilities for anything such as dance classes or sports,**

**and therefore there is the potential for injury to third parties, that cover is for £10,000,000.** The Hirer will provide the School with copies of the necessary insurance certificates, on request.

- 1.17 Any Hirer working with children must provide the school with a copy of their child protection policy. The Hirer is responsible for Disclosure and Barring Service (DBS) checks for any of their staff / volunteers working with children and/or vulnerable adults.
- 1.18 The Hirer is responsible for providing a person/persons who is capable of administering First Aid. The Hirer is also responsible for ensuring that himself, his appointed representative and the person/s responsible for administering First Aid are aware of the location of First Aid facilities and an outside telephone. First Aid facilities (e.g. First Aid box) must be provided by the hirer.
- 1.19 Public performances, entertainment, performance of music, singing or dancing to which members of the public are admitted are not permitted unless prior permission has been obtained from the Headteacher who will determine that the School premises are adequately licensed for those purposes.
- 1.20 School premises must be left clean, tidy and in a safe condition after use. The cost of any additional cleaning found to be necessary will be met by the Hirer. The school reserves the right to undertake regular checks of the Hire of the Premises by the Hirer and any recommendations made by the school following such checks will be undertaken without delay by the Hirer. Failure to comply may result in termination of the hire arrangements.

### **Fire Precautions**

- 1.21 The Hirer should be provided with a copy of the schools Emergency Evacuation Plan.
- 1.22 The Hirer must be in attendance at the scene of the activity during the whole time that the premises are open to the public and during this time an adequate number of competent attendants shall be on duty. The Hirer or his appointed representative shall not be engaged in any duty that will prevent his overall supervision of the Hire.
- 1.23 The Hirer must ascertain and comply with any special fire precautions or requirements contained in music, singing and dancing, theatres, or any other licences appropriate to the intended use of the premises. A fire risk assessment must be completed to cover all activities that will take place for the duration of the hire to satisfy the requirements of current fire safety legislation. This must be made available to the responsible person of the building. Use of pyrotechnics and special affects are not permitted without express permission of the Headteacher, and are subject to specific risk assessment . Fire authority approval may also be necessary.
- 1.24 Seating, gangways and passages shall be provided as approved by the responsible person acting on behalf of the School.

- 1.25 All gangways, corridors, fire escape routes and external passageways intended for entrance and exit shall be kept entirely free from obstruction.
- 1.26 All exit doors must be accessible during the whole time the public are on the premises.
- 1.27 The Hirer must familiarise themselves with the position of a telephone for summoning assistance, fire alarm system, escape routes, operation of any door opening devices, the location of the assembly point and fire fighting equipment. Fire fighting equipment should only be used in life threatening situations and should only be used by trained people. The responsible person for the site should be consulted on any additional equipment necessary where stage performances or exhibitions are intended.

## **Materials**

- 1.28 Mats or other floor coverings shall be secured to prevent rucking, and any drapes over the exit doors shall be hung to prevent them trailing on the floor or obstructing the exits.
- 1.29 Flammable materials are not to be used for the decoration of the premises unless such materials have been rendered flame retardant and are maintained as such. No naked flames can be used (e.g. candles, tealights etc.)
- 1.30 No hazardous substance/s shall be brought onto school premises unless the Control of Substances Hazardous to Health Regulations have been complied with in terms of material safety data sheets, COSHH risk assessment, and necessary controls and training are in place.
- 1.31 No hazardous substances can be stored at the school by the Hirer. Only sufficient quantities required for the activity should be brought to the site and all hazardous materials should be removed at the end of the activity (including any waste.)

## **Temporary Electrical Installations**

- 1.32 Any temporary electrical installation must only be carried out by a qualified electrician and must comply with the applicable recommendations and requirements of the following:
  - (a) The Institution of Electrical Engineers Regulations for the electrical equipment of buildings – current edition and amendments;
  - (b) The British Standard Specification and Codes of Practice – current edition and amendments; or
  - (c) The Electrical Supply Regulations – current edition and amendments.
- 1.33 All temporary installations shall be disconnected from the permanent installation immediately after the completion of the Hire.
- 1.34 All portable electric items must have been PAT tested within the last 12 months and a visual inspection should be carried out before use.

### **Additional requirements for the Hiring of External School Premises (eg. School Playing Fields and Playgrounds)**

- 1.35 If there is any doubt as to the fitness of the ground the Hirer must consult the Headteacher who will make the final decision as to whether the ground may be used, before the letting takes place. In the event of the ground being deemed unfit for use immediately before a letting is due to take place, any letting charge already paid will be refunded, and any account due will be cancelled.
- 1.36 Hirers must be responsible for ensuring that everyone taking part in the lettings activities on the school playing fields and playgrounds, and all spectators, are properly and adequately supervised. Casual spectators not connected with the letting must not be admitted. Participants must have reasonable fitness to allow them to undertake the activity safely.
- 1.37 Stakes or similar must not be driven into the ground, unless permission has been specifically given.
- 1.38 Vehicles must not be driven over or parked upon the playing field at any time, in order to avoid extensive damage to the grounds leaving them unavailable for educational purposes. Vehicles must not be parked upon playgrounds unless permission has been specifically given.
- 1.39 Bonfires are not permitted without permission of the Headteacher. Use of pyrotechnics/ fireworks are not permitted without express permission of the Headteacher, and are subject to a specific risk assessment. Pyrotechnic/ firework displays should be undertaken by competent specialists and fireworks should be sourced from reputable suppliers. Fire authority approval may also be necessary.
- 1.40 No marking out of pitches may be done except by the authorised ground staff unless permission has been specifically given.
- 1.41 Playgrounds and playing fields must be left in a clean, tidy and safe condition after use.
- 1.42 Any loudspeakers must be moderated so as not to cause a nuisance.
- 1.43 Spiked boots/shoes must not be worn on any synthetic playing surface.
- 1.44 The Headteacher must be consulted in advance if there is any doubt about the interpretation of the above conditions.

## SPECIFIC CONDITIONS GOVERNING THE FINANCIAL ACCOUNTING

1. All letting agreement forms should be sequentially numbered, correctly authorised and accounted for.
2. An invoice should be issued for all lettings.
3. A receipt should be issued to the Hirer when payments are received. Receipt to include date, amount and invoice number to which it relates.
4. There should be documented evidence for all transfers of income from one officer to another.
5. Income, when processed in FMS, should be referenced to the relevant invoice number.
6. A credit note will be raised when a letting charge is cancelled upon instruction from the school.

### Letting charges:

Figures quoted below are for guidance\*

Classrooms	<b>£20</b> per hour
Hall	<b>£25</b> per hour – Portland Road and Holland Road <b>£20</b> per hour – Divided area Holland Road
Playground	<b>£15</b> per hour (evenings)
Playground	<b>£100</b> per full day (weekends or holidays) <b>£50</b> per half day (weekends or holidays)

\*The Governing Body reserves the right to amend the letting charge on a discretionary basis, at the Headteacher's authority.

Weekly charge for part school/site - £125 per week term time and £300 per week non-term time.

An opening fee of £15 and closing fee of £15 will be levied, in addition to above charges, to cover overtime paid to Caretaker when any part of the let occurs outside the working day of the Caretaker.

An additional charge will be incurred if the Let required the Caretaker to remain on the premises.

For overtime worked on any night between 6.30pm and 7am there will be a supplement of 20% of the employer's rate payable in addition to the overtime rate.

## General conditions regarding school lettings

### Safeguarding

Club leaders will:

- Complete and sign the school's Safeguarding Requirements Form (see Appendix).
- Attend relevant safeguarding/child protection training on an annual basis.
- Take registers at the beginning of each session and follow up any absences as appropriate.
- Have contact details for all parents/carers and liaise with them as required
- Report any concerns regarding the wellbeing of their children to a senior member of staff at the school as soon as possible following the club session
- Ensure they have up-to-date first aid training, a first aid kit and administer any basic first aid as required
- Supervise the children at all times
- Be aware of where children are at all times and only allow one child at a time to go to the toilet
- Ensure that children do not have any allergies to snacks given during the club session
- Make sure that children do not eat or drink in the school hall at any time
- Ensure that children leave the premises safely and with an appropriate adult
- Ensure that appropriate footwear and clothing is worn

### Disability Equality Statement

Hove Junior school is committed to promoting Disability Equality and equality of opportunity for pupils with learning difficulties. The hirer must ensure that anyone with a disability or learning difficulty has equal access as described below.

### Equal Opportunities and Inclusivity

- The Hirer is committed to providing the equality of opportunity for all adults, children and families. We believe that no child, individual or family should be excluded from any group on any grounds. All clubs must offer a free place to a pupil premium child. The school will reimburse the Hirer the full cost of this place.
- The Hirer is committed to the principle that any behaviour, language or action that creates discrimination or disadvantage is unacceptable and will be challenged.
- The Hirer will make every effort to ensure that the setting, equipment and resources promote equality of opportunity for all and reflect the different cultures, levels of ability, family status, gender, religion, etc, of the group of members who hire the facilities.
- The Hirer believes it is important to operate a provision which is fully inclusive and encourages anti-discriminatory practice for both children and adults. The building has full

wheelchair access and the setting and facilities are adaptable to enable the best level of care for all the group member's needs.

- The Hirer will ensure that any activities undertaken would not be detrimental to cohesion of the community, nor promote intolerance on the basis of ethnicity, faith, gender, sexual orientation, disability or age.

## Appendix

### HOVE JUNIOR SCHOOL

#### Safeguarding Requirements Form for After School Club Providers and Other Contractors

In order to ensure the safeguarding of our children we require a number of checks to be completed before you start your after school club or contract. These safeguarding checks are in line with statutory guidance (Keeping Children Safe in Education, September 2019). These checks must be completed for any of your employees who will work in our school and we need to know when you completed them. Please use the template provided to supply this information. You must notify us of any staff changes, providing confirmation of safeguarding checks at the same time. We will not allow anyone to work unsupervised in our school without this information.

The checks required are:

1. An identity check with 3 proofs of identity, more information is available at: <https://www.gov.uk/government/publications/dbs-identity-checking-guidelines>
2. Enhanced DBS check. (Certificate number and date of issue to be recorded)
3. Children's Barred List check (via DBS) (only if role involves 'regulated activity', i.e. regular opportunity for contact with children)
4. Prohibition from teaching (only if role includes teaching work)
5. Proof of the right to work in the UK.
6. A childcare disqualification declaration has been completed and signed (only if role includes childcare for under 8s or managing childcare provision).
7. Health check.
8. Overseas checks have been carried out if they have lived or worked abroad in the last five years, more information is available at: <https://www.gov.uk/government/publications/criminal-records-checks-for-overseas-applicants>
9. Proof that appropriate qualifications are in place.
10. Two professional references have been collected.

You must also sign to confirm that:

1. Either: You have received a copy of Hove Junior School's safeguarding and child protection policy which you have adopted and all your employees have read.  
Or: A copy of your own policy has been given to Hove Junior School office and has been accepted as appropriate. (delete as appropriate)
2. You have received a copy of Hove Junior School's staff behaviour policy/code of conduct which you and all your employees have adopted and read.
3. You and all your employees have read and understood Part 1 and Annex A in Keeping Children Safe in Education 2019.
4. Safeguarding and child protection training has been completed by your employees. This training will be updated every year.
5. Your staff will carry photo ID and understand that this will be checked by school staff.

Please sign, date and return this form to confirm that you have completed all the above mentioned checks.

**Name of Provider/Contractor:**

(type or print)

**Name of Owner/Manager:**

(type or print)

**Signature of Owner/Manager & Date:**



