

# Knavesmire Primary School



## Lettings Policy & Community Use Agreement

<b>Signature of Chair of Governors</b>	.....
<b>Signature of Headteacher</b>	.....
<b>Date of Adoption</b>	. May 2017 .....
<b>Date of Next Review</b>	. May 2018. ....

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## 1.0 INTRODUCTION

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The Governing Body regards the school buildings and grounds (which are owned by City of York Council) as a community asset and will make every reasonable effort to enable them to be used as much as possible. Not only does this publicise the school and create a sense of community ownership, it can also provide a useful source of additional income.

However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils, the promotion of equality of opportunity and the community cohesion of the local area. Any lettings of the premises to outside organisations will be considered with this in mind

## 2.0 DEFINITIONS

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A letting may be defined as:

“Any use of the school buildings and ground by parties other than the school and its partners. This may be a community group (such as a local music group or football team), or a commercial organisation (such as a theatre group)”.

the School	Knavesmire Primary School
the Hirer	the person(s) or corporate body named in the Letting particulars
the Letting particulars	details of the letting as provided on the booking form
the Premises	the room(s) lot as detailed on the Letting Particulars
the Facilities	access points, corridors, toilets
Period of Letting	the date(s) and time(s) detailed on the Letting Particulars

The following activities fall within the corporate life of the school. These activities are not considered to be lettings and costs arising from these users are therefore a legitimate charge against the school's delegated budget.

- Governing body meetings
- Extra-curricular activities for pupils organised by the school
- School performances
- Parents' meetings
- Services provided by partner organisations such as a City of York Council

## 3.0 PRIORITY FOR LETTINGS

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The Governing Body is mindful of the needs in the local area and has carried out an assessment of local needs. This information has been used to assess the priorities for lettings.

The following lettings are especially encouraged:

- Lettings to ethnic minority groups such as mother tongue or supplementary schools
- Educational activities open to school pupils and their families
- Recreational activities open to school pupils and their families
- Activities organised by local community groups for the benefit of the local community

- Lettings to parents attached to the school
- Lettings to people living in the school's local community
- Lettings to voluntary organisations
- Lettings to parent support groups
- Lettings to self help groups
- Faith groups
- Lettings to women's groups
- Lettings to people with a disability
- Lettings to low income groups
- Letting to children's groups
- Lettings to youth groups

The following activities are not considered to be appropriate for lettings as they are either well provided for in the local area; are not deemed to be compatible with the ethos of the school or are not able to be accommodated within the schools facilities.

- Commercial activities with little potential to generate income or support for the school
- Events selling alcohol
- Activities promoting gambling

#### **4.0 TYPES OF LETTING**

The Governing Body has agreed to define lettings under the following categories:

- School Lettings for activities for pupils or their parents and carers that provide educational benefit to pupils, which the school wishes to subsidise
- Community Lettings for other community activities which should be made on the basis of full cost recovery
- Commercial Lettings will be charged on a cost plus an income margin for the school

#### **5.0 CHARGES**

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The Governing Body is responsible for setting charges for the letting of the school premises. These are set out in Appendix 1.

The scale of charges will be reviewed annually by the Governing Body for implementation with effect from 1<sup>st</sup> April of that year. Details of current charges will be provided in advance of any letting being agreed.

For the purpose of charging, the Headteacher, Finance & Admin Officer and Extended Schools Co-ordinator are empowered to determine to which group any particular individual or organisation belongs. They are also able to offer any discounts or agree a subsidy for any lettings, as they deem appropriate. The basis of charging will be determined by the purpose for which a letting is arranged.

The minimum hire period will be one hour. The school reserves the right to require 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 necessitating their incurring additional cost for cleaning, caretaking or other expenses.

The school will seek to recover any cost incurred by the school that are unavoidable and result directly from the cancellation of a letting. The timescale and charges for cancellations are set out in the Terms and Conditions of Use.

## **6.0 LETTING TIMES, AVAILBLE FACILITIES AND EQUIPMENT**

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The following times, facilities and equipment available are agreed as follows:

Monday to Friday – 3:30pm to 9pm

Saturday/Sunday – 9am to 9pm

School Holidays – 9am to 9pm (with the exception of Bank Holidays)

Variations to these facilities and times will be subject to the approval of the Headteacher

## **7.0 CONDITIONS OF USE**

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The conditions of using the school premises is set out in the Rules of Hire and Application to Hire attached at Appendix 2.

## **8.0 SECURITY**

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The Headteacher has delegated authority to determine the security risk for each letting and will be responsible for allocating a continuous security presence or other control measure.

## **9.0 MANAGEMENT OF LETTINGS**

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The Governing Body has delegated day-to-day responsibility for lettings to the Headteacher in accordance with the Governing Body's policy. Where appropriate, the Headteacher may delegate all or part of this responsibility, such as security, child protection to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, he will consult with the Governing Body. An annual report on lettings will be made to The Governing Body and will include information on users, finances, incidents and accidents, enquiries, and any lettings refused.

## Appendix 1 – Lettings Charges

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A set of charges exists for the hire of the school. The Finance, Staffing and Premises Committee will review these annually for implementation with effect from 1<sup>st</sup> April of that year.

In setting the charges the governors will ensure that the school, in respect of energy or caretaking fees, incurs no loss. The schedule of charges below is for lettings taking place Monday to Friday. Weekend lettings will be negotiated separately.

The nature of the organisation using the school will be taken into account when applying the scale of charges. Rules relating to any applicable VAT charge will be applied relative to the type of letting i.e. sporting let. Where the organisation benefits the local community, the governors may consider an adjustment in the charges.

Lettings to the Friends of Knavesmire Primary School will be free of charge.

Area of School	Charges
School Hall*	£5 per hour up to 6:30pm £15 for first hour after 6:30pm then £5 for every subsequent hour
School Hall* (including seating & audio equipment)	£5 per hour up to 6:30pm £15 for first hour after 6:30pm then £5 for every subsequent hour
Dining Room*	£5 per hour up to 6:30pm £15 for first hour after 6:30pm then £5 for every subsequent hour
Classroom*	£5 per hour up to 6:30pm £10 for first hour after 6:30pm then £5 for every subsequent hour
MUGA*	£5 per hour up to 6:30pm
Car Park	£negotiable

Facilities marked \* the charge includes use of toilets

Rates for any combination of the above facilities can be negotiated separately with the school at the time of booking.

### **Knavesmire Primary School – Rules of Hire (Letting)**

#### GENERAL

1. Anyone using the facilities without prior booking arrangements with the School is trespassing.
2. The Hirer (s) shall:
  - 2.1 comply with all reasonable instructions and requests of the School;
  - 2.2 ensure that the part of the premises and any equipment used is left in a clean, tidy and orderly condition at the end of use;
  - 2.3 refrain from any conduct which is unseemly or which might cause annoyance, offence or danger to other users of the premises. The School will not tolerate abuse to its staff or other customers. In the event of any in your party causing offence, that person will be asked to leave the premises and your booking may be cancelled without refund;
  - 2.4 ensure all children under 16 are fully supervised at all times by responsible adults;
  - 2.5 park all vehicles, including bicycles and mopeds, in the designated parking areas and are left at the owners' risk. Under no circumstances should any vehicle, including bicycles or mopeds, be taken onto the School grounds beyond the designated parking areas;
  - 2.6 ensure all refreshments are consumed in areas designated by the School;
  - 2.7 provide First Aid equipment appropriate to their activity and ensure a suitably trained First Aider is on duty during the let.
3. The Hirer (s) shall NOT:
  - 3.1 Sub-let the facility.
  - 3.2 Permit smoking in any part of the School. The entire School is a non-smoking site including the grounds
  - 3.3 Move equipment or furniture without prior permission.
  - 3.4 Leave the premises unattended. A named person on the Booking Form will therefore be expected to be on the school premises at all times throughout the duration of the letting.
  - 3.5 Use the facility for any other purpose than that specified on the booking form
  - 3.6 Bring onto the premises or consume any dangerous, obnoxious, illegal or alcoholic substances.
  - 3.7 Bring any animals, except dogs supporting those with disabilities, into the School or its grounds.
  - 3.8 Sell or supply to other users any goods of any description whatsoever without the School's prior permission.
  - 3.9 Put up any posters, flags, emblems or other interior decorations without the School's prior permission.

#### SAFEGUARDING

4. All hirers must ensure that those adults in charge of children and/or vulnerable adults have undergone an enhanced CRB check and have appropriate qualifications and experience relevant to their roles. CRB disclosure numbers and dates must be made available to the School on request.
5. The responsibility for permitting photography at an event is entirely at the hirer's discretion. As a result of current concerns about child protection issues, the Institute of Sport and Recreational Management have issued guidelines on 'Photographing of Children in sports centres/swimming pools'. A copy of this is available on request and it is our recommendation that these guidelines are followed. The City of York Council and the School take no responsibility for the misuse of any photographs taken at your event.

#### ADMISSION

6. The School may refuse the admission of any person without giving a reason for so doing and may similarly require any person to leave the facility.

#### FEES & CHARGES

7. Details of fees and charges may be obtained from the School Office.
8. The School reserves the right to alter fees or charges and availability of the facility.
9. Any casual bookings must be paid for in full before using the facilities.

### ***Knavesmire Primary School – Rules of Hire (Letting) continued***

- 10. Invoices for regular bookings must be paid according to the Terms stated on the invoice, except in circumstances approved by the School in advance of using the facilities.*

#### ***BOOKINGS & CANCELLATIONS***

- 11. The School reserves the right to cancel bookings, when possible, with appropriate notice.*
- 12. In exceptional circumstances the School reserves the right to cancel a booking without prior notice; for example if a sports pitch is unfit for use or the Hall is required for external examinations. The Hirer may not claim compensation.*
- 13. A period of 7 full days notice in writing is required from the hirer to cancel any regular booking. For casual bookings, at least 24 hours notice is required. If less notice is given, the School reserves the right to retain/charge up to 50% of the hire fee.*

#### ***LICENCES***

- 14. The hirer will observe all regulations applicable to any on-licence music, dancing and entertainment in operation at the School.*
- 15. If copyright work is to be performed, the hirer must obtain a licence from the owner of the copyright and submit a copy with the booking form. The hirer shall indemnify the City of York Council against any infringement of copyright occurring during the letting.*

#### ***HEALTH & SAFETY***

- 16. The hirer should ensure that all members of their party are fully aware of the School's fire regulations and evacuation procedure. Information is available from the School Office. The Hirer is required to nominate one of the contacts given on the Application Form to be the Fire Marshall who will, in the event of an emergency, take full responsibility for their party.*
- 17. Use of the facilities and any equipment provided is entirely at the hirer's own risk and hirers must ensure full supervision is provided throughout the letting. Hirers are advised to check facilities and equipment before use and report any defects to a member of the School staff.*
- 18. All electrical equipment brought onto the site by hirers must be PAT tested and within testing expiry date.*
- 19. Clothing suitable for the activity being undertaken must be worn at all times. Casual clothing, such as jeans, will not be permitted for sporting activities.*
- 20. Users are required to change into appropriate non marking footwear before their activity commences. No studded or bladed footwear is permitted indoors and on artificial pitches.*
- 21. City of York Council or the School will not be held liable for any accident or injury arising due to the actions of customers using the facilities and the hirer shall indemnify the City of York Council or the School against all actions, claims, demands, losses and liability in respect of any breaches of its obligations under this hire agreement.*
- 22. All accidents should be reported immediately to a member of the School staff, if available, and a written report of the incident must be submitted within 24 hours to the School office. In the event of an injury requiring First Aid treatment, the First Aider on duty has the authority to stop the activity while the casualty is dealt with. In these circumstances no refunds or extra time will be given.*

#### ***INSURANCE***

- 23. City of York Council insurance rules state that individual clubs or groups using the facilities should have their own liability insurance to at least £5m. Third party insurance cover is readily available through most insurance brokers, or may be available through affiliation to a recognised governing body. A copy of the insurance certificate must be given to the School office in advance of using the facilities. Private individuals wishing to hire school premises may be able to purchase insurance cover through the City of York Council. Please contact the School office for further information.*

#### ***PERSONAL PROPERTY***

- 24. The City of York Council or the School does not accept responsibility or liability for any damage to or loss of any articles of personal property placed or left in any part of the School.*

#### ***DAMAGE & BREAKAGES***

- 25. Hirers are responsible for reimbursing the School for the cost of repairing any damage to premises and/or equipment caused during or as a result of their letting.*

*The above general rules should be read in conjunction with the school's regulations and/or conditions of hire relating to specific facilities and/or equipment. If applicable, these are available from the School office.*



## APPLICATION FOR HIRE OF SCHOOL FACILITIES

### Knavesmire Primary School

Trafalgar Street

York

YO23 1AY

Tel: 01904 554445 Email: [knavesmire.school@york.gov.uk](mailto:knavesmire.school@york.gov.uk)

*Please complete all details clearly in block capitals using black or blue ink.*

#### Hirer's details

Name of person or organisation:	Please specify the age group for your activity and state whether male / female / mixed:
Type of activity:	

	Details for invoice	Details of 1 <sup>st</sup> contact	Details of 2 <sup>nd</sup> contact
Surname <i>(if different to above)</i>			
Forename <i>(if different to above)</i>			
Address			
Post Code			
Home Phone			
Mobile Phone			
Email address			
Please indicate which contact will act as the Fire Marshall your party.			

#### Facility to be Hired – please tick

School Hall		School Hall (including seating & audio equipment)		Dining Room	
Classroom		Classroom		Classroom	
Classroom		Car Park		Multi Use Games Area	

#### Times & Dates – Please complete both options in case your first choice is not available

	Start Time	Finish Time	Day/s of the Week	Start Date	End Date
1 <sup>st</sup> choice					
2 <sup>nd</sup> choice					
Please indicate any dates the club will not operate e.g. holiday dates				No of sessions booked	

I understand this is a request form and the booking is not confirmed until I have received confirmation from the School. I understand that, under City of York Council insurance rules, all hirers using the facilities are required to have their own liability insurance to at least £5m (see Rule 23 for further information). I accept and understand all the Rules of Hire of the School supplied with this form.

Name	Signature	Date