

LANDYWOOD PRIMARY SCHOOL



LETTINGS POLICY

FEB 2018

LETTINGS TERMS AND CONDITIONS

In line with all documentation relating to 'Safeguarding' this policy must be read in conjunction with the LA document 'Safeguarding checklist for lettings'

Organisations must provide details of Public Liability insurance and, if children are involved in the hire, their Child Protection Policy and relevant DBS clearances.

General Conditions

Educational and other statutory requirements take precedence and no application, which will interfere with the educational functions of the premises or maintenance of the premises, will be approved.

Block bookings, period bookings or bookings more than three months in advance will only be accepted provisionally. The Governors reserve the right to refuse any application or to terminate a period booking at two weeks' notice.

Premises are let as they normally stand and no alterations or additions shall be made to the lighting, heating fixtures or fittings or other arrangements of the accommodation except with the authority of the Headteacher. Any special requirements are to be requested on the application form.

All passages, stairways and exits to which the pupils have access shall at all times be kept free from obstruction.

Posters or placards will not be permitted on the premises except upon boards provided for the purpose. No bolts, screws, nails or tacks shall be driven into any part of the premises, neither shall adhesive be used on the walls.

No article of any inflammable or explosive character, or any article producing an offensive smell, or any oil, electric, gas or other engine shall be brought into the accommodation.

SMOKING IS NOT PERMITTED

The Hirer shall be responsible for the maintenance of good order and behaviour during the hiring.

No intoxicating liquor shall be sold, supplied or consumed without the previous consent of the governors and that of the Licensing Authority if appropriate.

Attention is directed to Sec.12 (1) of the Children and Young Persons Act 1933 which advises that, when the number of children attending an entertainment exceeds one hundred, it shall be the duty of the person providing the entertainment to provide an effective corps of properly instructed stewards to see that the number of children attending

does not exceed the proper accommodation of the building and to take all other reasonable precautions for the safety of the children.

The charges made for the use of the premises are inclusive of all payments, including that of the Premises Co-ordinator. The Premises Co-ordinator will receive the agreed standard lettings payment with the exception of lettings that require constant on-site supervision (which is at the discretion of the Headteacher), in which case the Premises Co-ordinator will receive x 1.25 his standard pay rate for weekday lettings and x 1.5 his standard pay rate for weekend lettings per hour worked. Alternatively, in the absence of the Premises Co-ordinator, a key holding service will be appointed to supervise the letting.

Hirers are still liable for the cost if a booking is cancelled after 0930 on the day of the hiring or, for a weekend booking, after 1630 on the Friday preceding the weekend of the letting.

Playing fields and school grounds may be used by permission of the Governors. A separate application form should be submitted.

Hall floors may be used for children's physical education. No substance is to be applied to the floors to prepare them for dancing. Wearing of stiletto heels is not permitted.

No dogs, other than guide dogs for the blind, shall ordinarily be allowed on the school site.

After the letting the Premises Co-ordinator or other person in charge should check there are no apparent fire risks. All electrical appliances and lights should be switched off and all doors and windows closed when leaving the building.

Fire and Safety Precautions

Persons in charge of activities should ensure they are briefed in advance about the position of escape routes, fire alarms, firefighting equipment and emergency drills to ensure the safe evacuation of buildings.

Before the use of the premises the Headteacher is responsible for ensuring that

1. Escape routes are unlocked and unobstructed internally and externally. All doors are easily and immediately operable from the inside.
2. Safety lighting is working satisfactorily.
3. Firefighting equipment is available for immediate use.
4. The maximum permitted number of persons to be admitted is not exceeded.
5. The hirer is familiar with the layout of the building and the fire escape routes.

In the event of a fire the first duty of all concerned is to prevent injury and loss of life.

In the absence of the Headteacher or nominated deputy the person in charge is responsible for calling the fire brigade when the alarm sounds.

If there is a fire or the fire alarms sounds everyone should leave the building ensuring that all doors which are passed through are closed behind them. On arrival outside the building a check should be made to ensure that all persons are present. The officer in charge of the Fire Brigade should be met on arrival and immediately informed whether or not all persons have been safely evacuated.

With the exception of an organised search for missing persons, no one must be allowed to

re- enter the building until the senior fire brigade officer present gives permission.

There may be an opportunity in the event of a fire or an attack on it to be made with the nearest extinguisher or hose reel but firefighting must always be secondary to safety of life.

Damage to Property

The hirer shall repay to the Governors on demand any additional staff costs resulting from the use of grounds or premises by the hirer and the costs of replacing any part of the accommodation or any property in or upon the accommodation which shall be damaged, destroyed, stolen or removed during the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring.

No footwear liable to damage floors may be worn in the school buildings.

Indemnity

Hirers shall indemnify the Governors against all claims, demands, actions or proceedings in respect of goods or clothing or of the death or injury of any person which shall occur during the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring. Provided always that this indemnity shall not apply in the event of any negligence on the part of the Authority, its agents or servants, or any defects of the premises or of an Act of God or the Queen's enemies.

Premises shall not be used for any unlawful purpose and in every letting there shall be deemed to be implied on the part of the hirer an undertaking with the Authority to strictly observe and perform all statutory provisions and regulations and all conditions and regulations imposed by the Justices or the Borough Council applicable to any letting and to indemnify and save harmless to the Authority, its officers and servants from all penalties, damages and costs which may incur in consequence of any breach or default in complying with any such provisions, regulation or conditions.

The hirer shall indemnify the Governors against all claims demands actions or proceeding arising out of the infringement of copyright etc, during the period of hire of the premises.

The transmission of oral or visual reproduction of anything, which is taking place in the school or any commentary thereon by any means, is prohibited, except with the previous written consent of the Governors.

If the hirer makes a charge for admission and musical works are to be performed vocally, instrumentally or mechanically, then the hirer shall obtain an additional form and shall complete and return to the appropriate licensing body (e.g. performing Rights Society).

Rights

The Headteacher and other authorised members or officers of the Authority, shall in the pursuance of their official duties have free ingress and egress to and from the hired premises, and instructions must be given by the hirer for their admission.

The governors reserve the right to refuse any application for the use of premises and to refuse permission to, or remove from the premises any persons.

Failure to observe Conditions

If the hirer shall fail to observe or perform in any respect or secure the due observation or performance by others of the provisions of these terms and conditions and any notes attached hereto, the Governors may without notice forthwith terminate the hirer's rights under the agreement and effect the immediate evacuation of the school. Such termination shall not release the hirer from any of his obligations under the agreement or effect any right or remedy which the Governors may have under the agreement or otherwise.

The Governors shall be entitled to retain for the use and benefit of the school any monies paid by way of deposit and to sue for any balance outstanding. Termination of any activity may be requested in these circumstances by any of the Governors.

Responsibility for Property

The Governors shall not be responsible for goods, materials, clothing etc, brought into or left in the building.

Cars are parked on school premises at the owner's risk.

Cancellation of Hiring

The Governors reserve the right to cancel any booking in the event of the accommodation being required in connection with a Parliamentary, Borough / County or Municipal Election; for such extraordinary or special civic or educational purposes as the Authority may from time to time think fit. In the event of any such cancellations, the Governors shall refund the charges already paid for the hiring of the premises and the hirer may be offered an alternative date or dates, but in the event, the Governors shall not be liable by virtue of such cancellation for the payment of any compensation whatsoever.

The contract of advance booking in respect of any letting, particularly when prior payment had been made, should not be broken except in extreme circumstances.

Interpretation

The Governor Body's decision as to the interpretation of these conditions shall be final and conclusive.

Appendix I	Application for hire of school accommodation
Appendix II	Safeguarding checklist for the hire of school accommodation
Appendix III	Lettings agreement

Jan 2018



APPLICATION FOR HIRE OF SCHOOL ACCOMMODATION

Please forward the completed application form with relevant documentation to Mrs P Bakewell, Office Manager, Landywood Primary School, Holly Lane, Great Wyrley WS6 6AQ. Telephone: 01922 270077

Name of Hirer	
Address of Hirer	
Daytime Telephone Number	
Evening Telephone Number	
Mobile Telephone Number	
Room/area to be hired	
Start date	
Start time	
End date	
End time	
Day of week	
Number of lettings	
Nature of activity	
Equipment/facilities requested	
Equipment to be brought in by Hirer	
Age range of those attending	
Numbers attending	

EVIDENCE CHECKLIST

Please check that you have enclosed as appropriate:

	YES/NO
Certificate of up to date coaching qualification (within 2 years)	
Evidence of qualifications, e.g. for life-savers	
Public liability insurance document (for all life savers and where Local Authority policy cannot provide cover)	
PAT certificates for electrical equipment being brought onto school premises)	
Letter to confirm Safer Recruitment practices and CRB clearance of staff	
Proof that all royalties or fees for performing rights have been paid	
Copyright/phonographic performance licence	
Deposit as agreed (cheques payable to Landywood Primary).	

INSURANCE ARRANGEMENTS

I confirm that I understand the public liability insurance position as follows:

Tick as appropriate

Public liability insurance is being provided by Staffordshire County Council's Third Party Hirer's Insurance Policy.

Public liability insurance is not being provided by Staffordshire County Council's Policy and I can confirm that I have arranged Public Liability Insurance in the name of the individual/organisation hiring the school premises for a limit of indemnity of at least £5,000,000.

I hereby make application for the hire of the accommodation and facilities stated above and agree to abide by the Conditions of Hire specified in the attached document.

Signature of Applicant:

Full Name (in block letters)

Date

NOTE:

The giving of false information on this Application for Hire form may lead to the cancellation of the booking without notice.

Applications should reach the school at least two weeks prior to the required hire date.

*On receipt of your completed application form school will contact you to arrange a meeting to complete a Booking Agreement. **Your booking is not confirmed until this meeting has taken place and the documents have been completed and signed.***

The agreed starting and finishing time must be adhered to otherwise increased charges will result.



SAFEGUARDING CHECKLIST FOR HIRE OF SCHOOL ACCOMMODATION

NAME OF ORGANISATION:

All lettings are required to have a Child Protection Policy. In order for school and its governors to be certain that the appropriate safeguarding procedures are in place for any activities that take place on site that are not run by school staff, it is necessary that the person(s) using the premises provide evidence of every item in the check list below. This evidence will be checked by the Premises Manager before any such activity can proceed. Long term lettings will need to provide updated evidence each year at the start of the new academic year upon request from the Premises Manager. Advice on the documentation can be found in the resources section of the NSPCC website www.safenetwork.org.uk

Checklist of main safeguards to have in place:

Does your group have?	Yes	No	Action needed and when?
A child protection policy and a procedure for what to do if there are concerns about a child's welfare.			
A certificate proving that at least one member of staff has received Safeguarding training			
A rigorous recruitment and selection process for paid staff and volunteers who work with children			
A written code of behaviour which outlines good practice when working with children			
A training plan and regular opportunities for all those in contact with children to learn about child protection and about health and safety			
A whistle-blowing policy. This is an open and well-publicised way for adults and young people to voice any concerns about abusive or unethical behaviour.			
Information for young people and for parents or carers about the child protection policy and where to go for help			
A protective culture that puts children's interests first – children must feel confident that if they have concerns someone will listen and take them seriously.			
Guidance on taking children away on trips and on internet use: new technology safety, guidance on use of photographs, video, digital equipment and websites, including chat rooms			
Policies on bullying and on health and safety. You will need processes for dealing with complaints and for taking disciplinary action where necessary.			
A certificate proving that at least one adult present has an OFSTED recognised 'Paediatric First Aid' qualification if the letting involves persons under the age of 11 being on site.			

I confirm that I have seen and kept a copy of all the items necessary in the checklist above.

Name (Premises Manager):

..... Date:



AN AGREEMENT made (date) between Landywood Primary School and
 (name of hirer/organisation)

IN CONSIDERATION of the school permitting the hirer to use the accommodation listed on the dates and times shown in the schedule below, the hirer shall observe the following conditions:-

- any required deposit being paid upon signing the Hire Agreement;
- payment of the hire charge invoice being paid in full within 30 days of the date of the invoice;
- the person in charge of your activity being shown the emergency evacuation procedures before the start of the letting;
- the Conditions of Hire prevailing at the time of the letting;
- a receipt and authorisation to use the premises will be issued when the agreement has been signed by both parties.

THE SCHEDULE

Area hired/ additional facilities and equipment	Dates and Times of Hire

Date of emergency evacuation run-through	
Member of staff conducting run-through	

Signed by _____ Date: _____
 On behalf of the Governing Body

Signed by the _____ Date: _____
 hirer

NOTE: Please ensure the Conditions of Hire and the terms specified above are fully understood. Failure to comply will invalidate the Hire Agreement.