



Lettings Policy

March 2017

Purpose

The purpose of this policy is to ensure that the most effective use is made of the school premises. We believe that our school should be a centre for lifelong learning and a resource for parents and the wider community. We recognise that the facilities could generate resources for the school. This policy sets out the criteria for making decisions on requests for use by external organisations.

Who was consulted?

The LA and Governors were consulted when formulating the policy. Relevant DCSF guidance has also been considered.

Relationship to other policies

This policy should be read in conjunction with the accessibility plan, equal opportunities policy, the health and safety policy and the curriculum policy.

Roles and responsibilities of Headteacher, other staff and Governing Body

The Headteacher will:

- establish a central booking system through the school office
- apply the criteria agreed by the Governing Body and consult the Resources Committee on requests for bookings which do not meet them or where there is a potential conflict of interest.
- negotiate fees within the limits determined by the Governing Body

The Secretary is responsible for maintaining records for each organisation / individual hiring Holtsmere End Infant and Nursery School premises, including completion of an application form and licence agreement and ensuring dates are in the school diary.

The Governing Body, with advice from the Headteacher, will:

- balance the desire to generate income against the desire to support worthy groups within the community
- agree the criteria to be used when deciding which groups are to be allowed to use the premises and consider requests for bookings against those criteria
- take a positive approach to enhancing learning opportunities for the whole school community through promoting community use of the school
- ensure that use by external organisations does not degrade the standards of the facilities to the extent that they are no longer suitable for use by pupils consider issues of political balance
- consider the implications of all requests received for the health, safety and security of pupils and staff
- consider the implications for workload of all staff of any decisions it makes
- determine their own charges for all lets

Criteria for allowing hirers

- Lettings will not interfere with the delivery of education to pupils
- There is no negative impact on the school's budget
- The school premises will not be let to individuals or organisations if there is reason to believe that their views may not be in line with The Prevent Duty 2015
- Lettings could reasonably result in accusations of bias or favouritism
- The school premises will not be let for functions where a Public Entertainment Licence is required

Terms and conditions to lets

- Application forms and licence agreements are completed for all hires (including those where fees have been waived)
- All persons hiring the school premises will be expected to conform to the relevant Health & Safety regulations
- All hirers must carry sufficient Third Party Liability insurance to cover claims to the value of £5 million for every hire. The school will retain copies of the relevant insurance certificates for every hire
- All lettings are made in accordance with the Governors' No Smoking Policy

- Public performance of stage plays etc. can take place only in premises that have a Stage Play Licence issued under the Theatre Act 1967. Hirers requiring accommodation for this purpose must ascertain beforehand if there is such a licence and what its conditions are
- Intoxicating liquor cannot be sold on the premises unless the hirer or person providing the bar facilities has obtained a licence from the Justices. Such a licence must be shown before the commencement of the letting. The bar must be situated where persons under the age of 18 years cannot obtain access
- In the event of the school needing to cancel an agreed letting, the school or Governors will not be liable for any claim for compensation (financial or otherwise) other than the return of any deposit money received
- Lettings are to be made on the understanding that there is no caretaking attendance and that the preparation of the facility, opening of the facility, security of the school at the finish of the letting, restoring and/or cleaning of the accommodation for normal school use and closing of the premises is the responsibility of the caretaker. If the caretaker is unavailable to perform these duties then a letting cannot take place

Charging Rates

The Governing Body will determine charges for all lets taking into consideration basic running costs, e.g. heating, caretaking and cleaning, etc.

These rates are reviewed by the Resources Committee on an annual basis, usually as part of the budget setting process, and the new rates approved through the Governing Body as recorded in their minutes. The new rates will be implemented from the start of each financial year.

The school is expected to apply the Governing Body approved rates for all hirers to the school. However, to promote community use, the Headteacher may agree discounted rates with key local and community bodies where no caretaker charges are required and free usage if no costs are incurred by the school. Companies and individuals providing educational activities at lunch time or after school may have a letting charge waived. However this must be formally recorded through completion of an application form and letting agreement, and details recorded within the hirer records.

Lettings to the School Association will be free of charge.

Hire charges must be fully paid in advance of each session of hire

Hire Charge Rates for 2017

Main Hall

£15 per hour

Classroom

First Hour £25

Additional Hours £20

Playing Field

Per Hour £30

Letting fees for block bookings will be negotiated.

Arrangements for monitoring and evaluation

The Resources Committee of the Governing Body will receive reports from the Headteacher on a termly basis of the schedule of use of the school outside and during the school day, the number of groups involved and the net profit from such activities.

Issues that required intervention by the Headteacher will be noted, together with the action taken and the outcome. The Resources Committee will consider whether the additional use of the school premises is achieving the purposes set out at the start of this policy.

Date established by Governing Body

Date for review

APPENDIX A

LICENCE AGREEMENT

The Governing Body of Holtsmere End Infant and Nursery School (the Licensor) permits the use of space known as [Insert area of school] (the Premises) within Holtsmere End Infant and Nursery School (“the building”)

To: (the Licensee)

Of: [Insert Address of Hirer]

On the terms and conditions printed herein.

The Licence Period

Period from the: [Insert date from]

To the: [Insert date to]

Subject to the conditions herein.

The Licence Fee

Licence Fee £ _____ (To be paid prior to hire)

Permitted Use

Permitted Use means _____

Signed on behalf of the Licensor: _____

The Licensee hereby confirms that he/she has read and understand these terms and conditions and agrees to be bound by such terms and conditions from the commencement of this Licence Agreement.

Print Name: _____

Signed (Licensee): _____ Date: _____

LICENCE AGREEMENT TERMS AND CONDITIONS

1. LICENCE FEE

The Licence Fee is payable prior to the hire.

2. USE AND ACCESS

The Licensor permits the Licensee to access and use the Premises on the times specified for the Permitted Use only. The Licensee shall not use the Premises for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Licensor or any other occupiers within the Building or any owner or occupier of neighbouring property.

The Licensor retains the right to access the Premises at all times during the Licence Period.

The Premises and the License Areas remain in the Licensor's legal possession notwithstanding the Licensee's occupation thereof during the License Period and that such occupation shall not be deemed to constitute or create any lease tenancy or agreement for the same.

3. CANCELLATION

The Licensee will pay the full cost of the hire for bookings cancelled less than 24 hours before commencement.

4. CONDITION AND DAMAGE

The Licensee will keep the Premises in a clean and tidy condition when in occupation. The Premises must be left in the same condition as before the hire commenced and each party will agree to the condition prior and after the hire.

Any damage that occurs during the Licence Period in or to the Premises will be the responsibility of the Licensee and the Licensee shall pay to the Governing Body of Holtsmere End Infant and Nursery School / Licensor the cost of making good any such damage.

5. PUBLIC LIABILITY INSURANCE

The Licensee will hold public liability insurance in respect of their occupation of the Premises and will provide a copy of their public liability insurance of £5 million for every hire. A copy of which will be kept by the Licensor.

The Governing Body may at its discretion waive this requirement where the Licensee is an individual or small informal group of individuals (not using the school buildings for commercial or business purposes) who do not hold public liability insurance and who, because of this informal nature, may find it difficult to obtain.

6. INDEMNITY

The Licensee shall keep the Licensor indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value of Premises and loss of amenity of the Premises) arising out of the use of the Premises by the Licensee or from any breach of any of the terms and conditions of this Licence by the Licensee, or any act or omission of the Licensee, or any other person on the Premises with the actual or implied authority of any of them.

7. ASSIGNMENT AND ALTERATIONS

This Licence Agreement is personal to the Licensee and the Licensee shall not assign or underlet or part with or share possession or occupation of the Premises. The Licensee shall not make any alteration or addition to the Premises and shall not affix any items to the Premises.

8. COMPLIANCE WITH HEALTH AND SAFETY, STATUTE AND REGULATIONS

The Licensee must comply with all laws relating to the Premises and the occupation and use of the Premises by the Licensee, including but not limited to Health and Safety legislation.

A register must be taken at each session and provided to the Licensor. Risk Assessments and DBS (previously CRB) certificates required by the Licensee must be supplied to the Licensor if so required.

Any portable equipment that is to be used must have a current PAT test certificate. The Licensee must ensure they are aware of the fire exits and the evacuation procedure on hearing an alarm.

9. LOSS

The Licensor does not accept liability for loss or damage to property brought onto the Premises by or on behalf of the Licensee or any of its servants, agents or invitees, however caused.

10. TERMINATION

Should the Licensee be in breach of the terms and conditions of this Licence at any time then this Licence can be terminated immediately upon notice by the Licensor to the Licensee and no Licence Fee or part thereof will be refundable.

The Licensor can terminate this agreement upon one week's notice to the Licensee whereupon this Licence shall cease and determine.

Any termination of this Licence shall be without prejudice to the rights of any party against the other in respect of any antecedent breach of the terms and conditions.

12. FORCE MAJEURE

The Licensor shall not be liable for any loss or damage which the Licensee suffers as a direct or indirect result of the performance of this Licence being prevented hindered or delayed by reason of any act of God riot strike or lockout trade dispute or labour disturbance accident breakdown of plant or machinery fire flood difficulty in obtaining workmen's materials or transport electrical power failures or other circumstances whatsoever outside its control and which affect the provision by the Licensor of access to or use of the space.

13. ADVERTISING

The Licensor must approve all advertising and posters concerning the use of the Premises.

APPENDIX B

Holtsmere Infant and Nursery School

LETTING APPLICATION FORM

1. Your Details: Name:.....

Address:

Date of Birth:.....

Tel:.....

2. Is the application for: (please circle) A) a company/ business B) a charity C) other organisation (please specify): D) you, the individual completing the application form

3. Organisation Details: (Please complete if you answered A, B or C above) Name of organisation: Registered Number: Address: Tel: What is your association with the organisation? (please circle) A) an employee (please state occupation)..... B) the secretary C) the treasurer D) the owner E) a partner F) other (please give full details).....

4. Purpose: What is the purpose of the hire (i.e. what activities will be undertaken)?

5. Insurance Requirements Essential: Is there Public Liability insurance (to a minimum of £5 million) which adequately covers the proposed activities? (Yes/ No) If required: Is there Employee Liability insurance (to a minimum of £10 million) which adequately covers all employees? (Yes/ No) Please provide a copy of the insurance policy schedules as evidence (Please note the insurance policy schedules should be in the name of the contracting party i.e. the name of the organisation. The schedules should only be in the name of an individual if you answered D to question 2).

6. Accommodation: What accommodation is required for the hire?

7. Dates and Times: What are the dates and times required?

8. Facilities: What facilities will be required? (e.g. toilets, entrances/ exits, kitchens, car parks etc)

9. Attendees: Approximately how many people will be attending? What is the age range of those attending?

10. Qualifications: Please list the qualifications required to deliver the activity/ service: Do the provider(s) have first aid certificates? (Yes/ No) Please provide copies of qualifications for all providers as evidence. All qualifications must be in date.

11. Health and Safety

Are there generic risk assessments which cover the activities which will be undertaken?

Please provide a copy as evidence

Please note that if this application is successful the risk assessments should be reviewed to assess the environment / location where the activities will be held.

12. Vulnerable Groups

Please provide evidence of the following documents if delivering activities/ services to vulnerable groups:

- Safer recruitment checks – required for all providers
- Current Enhanced CRB – number, date and clearing house
- Right to work in the UK
- Identity
- Safeguarding Training – required for all providers
- Introduction to Working Together to Safeguard Children/ Awareness Raising in Child Protection (as appropriate) – must have 6 months left to run on training
- Certificate of attendance at Safer Recruitment Training (as appropriate)
- Safeguarding Procedures including:
 - Contingency arrangements for emergencies
 - Child protection policies ratified by SSCB
 - Correct ratio of child to adults
 - Procedures for waiting with children until parents pick them up
- First aid Training certificates

FOR SCHOOL USE ONLY :

Date Application Received:

Date Application Reviewed:

Application Approved? (Yes/ No)

Reason why application was not successful:

APPENDIX C

Categorisation of staff, volunteers and contractors at Holtsmere End Infant and Nursery School

It is necessary to determine the specific category into which staff, volunteers and contractors fall and therefore which other school policies apply.

There are four main categories:

1. Staff (both full and part time who are employees of the school)
2. Volunteers (both full and part time who voluntarily assist staff and the school without payment)
3. Works Contractors (outside agents not employed by the school, but paid to carry out works in or to the school, having their own third party liability insurances)
4. Outside Contractors (outside agents who use the school premises to run clubs and other activities for the benefit of children at the school, but are not volunteers, as payment is made by parents / carers Numbers 1 to 3 are self-explanatory.

With regards to number 4, a decision must be made on a case by case basis by the Head Teacher, as to whether to treat this outside contractor as a volunteer, falling within the remit of the school's volunteer policies and covered by the school's insurances, or as a works contractor, requiring their own insurances and where appropriate, paying rent to the school for use of the premises. Each decision should be recorded and the works contractor informed. The implications of the decision should be clearly explained to the works contractor and any necessary insurances and documentation checked and recorded.