

# Church Hill C of E Junior School

Let Your Light Shine



Together Everyone Achieves More ...

## Lettings Policy 2023

Signed by:  .....

Date: 21/11/23 .....

Approved by Governor

Date: 21/11/23 .....

Signed on behalf of the Governing body:  .....

Next Review Date: November 2024

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## Introduction

### Introduction

- The Governing Body regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible.
- Within the context of Every Child Matters, the Governing Body will endeavour to maximize the use of the premises to support the local families, services and community, with first priorities for providing the best possible education for its pupils. Any lettings of the premises to outside organisations will be considered with this in mind. It is important however that requests for lettings are fully considered and that the lettings are properly documented to ensure all parties are aware of their mutual responsibilities.

### Definition of a school letting

- A letting may be defined as “any use of the school premises (buildings and grounds) by either individuals or community group (such as a local music group or football team), or a commercial organization (such as the local branch of ‘Weight Watchers’)”. A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils. Use of the premises for activities such as staff meetings, parents’ meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school’s delegated budget.

## 1. Aims and scope

We aim to:

- Make sure the school’s premises and facilities can be used, where appropriate, to support community or commercial organisations
- Allow the hiring of the premises without using the school’s delegated budget to subsidise this
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school
- Not let any hiring out of the premises interfere with the school’s primary purpose of providing education to its pupils
- Hire out facilities in a way that is safe, following government guidelines and the school’s risk assessment(s)

## 2. Areas available for hire

### 2.1 Available areas

The school will permit the hire of the following areas:

- School hall
- Classrooms
- Playing fields
- Outdoor learning area
- Wooded area

### 2.2 Capacity and charging rates

The maximum capacity and rates for hiring each area are as follows:

AREA	COST
School hall	Monday – Friday up to 6pm £25 an hour Weekend hire is by formal agreement only.
Classrooms	Monday to Friday up to 6pm £25 an hour per classroom Weekend hire is by formal agreement only.
Playing fields	Monday – Friday up to 6pm £30 an hour Weekend hire is by formal agreement only.
Outdoor learning area	Monday – Friday up to 6pm £30 an hour Weekend hire is by formal agreement only.
Wooded area	Monday – Friday up to 6pm £30 an hour Weekend hire is by formal agreement only.

## 3. Charging rates and principles

### 3.1 Rates

The rates for hiring out different areas are listed in the table in the section above. We may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the school.

We may decide to impose an additional cleaning fee, call out charge or charge for storage on top of the hiring rates.

If payment is not due by the due date (with 14 days of invoice date) the school reserves the right to cancel the booking.

### **3.2 Cancellations**

We reserve the right to cancel any agreed hiring with a minimum of 1 weeks' notice.

A full refund will be issued if we do cancel a hire. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

The hirer of the premises can cancel any hire with a minimum of 1 weeks' notice. If less notice than this is given, the licensee shall not be entitled to a refund.

### **3.3 Review**

The revenue raised from hiring out will be reviewed by the School Business Manager (SBM) and will be fed into the school's financial reporting, to ensure best value is being achieved.

Hire rates will be reviewed annually during the summer term with any changes taking place from the following 1<sup>st</sup> September.

## **4. Application process**

Those wishing to hire the premises should fill out the hire request form, which you can find in appendix 1 of this policy, and read the terms and conditions of hire set out in section 5.

The hirer should fill out and sign the hire request form and submit it to the school office. Approval of the request will be determined by Nicole Lewitt, SBM.

If the request is approved, we will contact the hirer to make arrangements for the date and time in question and raise an invoice. We will send details of the emergency evacuation procedures and other relevant health and safety documents. The hirer is required to send back all relevant documentation along with a copy of their public liability insurance.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the school or reputational damage may occur.

## **5. Terms and conditions of hire**

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. The hirer shall pay the full amount as stipulated by the school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this licence.
4. The hirer shall not sub-licence any of the premises under the licence.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
6. The hirer shall not use the school's resources or equipment unless a formal request has been made prior to the hire. There should be no interference with school equipment or displays.

7. The hirer shall ensure no animals or birds except guide dogs are brought onto the premises other than with the written agreement of the Governors.
8. There should be no electrical or gas equipment left on and no interference with the heating system is allowed. All lights and taps should be turned off and building is secured following use.
9. All vehicles parked on the school premises are parked at the owner's risk and no liability is accepted for damage to such vehicles or their contents.
10. It is the responsibility of the hirer to ensure that their staff/volunteers have been fully trained in the use of any equipment to be used during the letting and that at least one has an up to date first aid certificate.
11. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
12. Hirers are required to comply with the terms of the Public Entertainment Licence conditions applicable to the premises or hiring/function where there is to be any dancing, music or entertainment.
13. Hirers shall be required to indemnify the school against the consequences of any unauthorised performance of a copyright work during the period of the use of the school, and to complete any necessary returns required by the Performing Rights Society and any other similar bodies.
14. Intoxicants must not be brought on to the premises without the prior written approval of the Governors.
15. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises. The hirer must also ensure all electrical equipment is PAT tested annually.
16. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time.
17. The hirer must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide a copy of the relevant insurance certificate no less than 10 days before the start date of the hire.
18. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.
19. The hirer shall indemnify and keep indemnified the school from and against:
  - a. Any damage to the premises or school equipment;
  - b. Any claim by any third party against the school; and
  - c. All losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
20. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.
21. Any cancellations by the school made with at least 1 weeks' notice will be refunded. Any cancellations by the hirer received with less than 1 weeks' notice will not be refunded.
22. The school has the right to change the room/s the hirer will use as long as 1 weeks' notice is given.
23. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
24. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
25. The hirer will be charged a cleaning fee if there are over 20 persons attending the site.

26. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
27. If the hirer breaches any of the terms and conditions, the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
28. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
29. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property.
30. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
31. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
32. The hirer acknowledges that they do not have exclusive rights to occupy the school premises and that there may be other lettings taking place.
33. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
34. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
35. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

## 6. Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space. Please see Appendix 2 for the responsibilities and documents that are required.

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after-school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had an Enhanced DBS check.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact Mrs Diane Brown, Head Teacher and Designated Safeguarding Lead as soon as reasonably practicable.

The hirer understands that if our school receives an allegation relating to an incident where an individual or organisation is using our school premises for running an activity for children, we will follow our usual safeguarding procedures and inform our local authority designated officer (LADO).

## 7. Monitoring arrangements

We will review and update this policy when the guidance on which it is based changes, or when this version of the policy otherwise stops being applicable.

Any updates to this policy will be shared with the full governing board.

## Appendix 1: Hire request form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire. If you have any questions, please contact Nicole Lewitt (SBM).

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address:  Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation	
Part of the premises requesting to be hired	
Date and time of first hire	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	
Number of expected participants in the activity	
Additional equipment you will require from the school (please note we may not always be able to provide this, but will inform you where this is/is not possible)	
Additional equipment you will be providing yourself	

By signing below, I agree to the terms and conditions set out in the school's premises hire policy. On confirmation of booking, I agree to provide the school with a copy of my public liability Insurance certificate, any necessary risk assessments, a completed health and safety and safeguarding form with any necessary documents before hire commences.

Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Please return this form via email to **nlewitt@churchhill-jun.leics.sch.uk**. We will be in touch to inform you if your application is successful, and if so, details of the full cost and documents that will need to be shared.

## Appendix 2: Safeguarding – Hirers’ responsibilities

Please read below alongside Church Hill C of E Junior School’s Safeguarding Policy 2023 and the KCSIE (Keeping children safe in education) 2023 paragraph 166 & 167.

The Hirer’s responsibilities	What is required
<b>The Hirer or hirer’s organization must have appropriate safeguarding policies and procedures in place.</b>	Please provide a copy of your safeguarding policy.
<b>To make the school aware of any safeguarding issues that arise during their hire with any children whether they attend Church Hill C of E Junior school or not.</b>	To liaise asap after the event with either DSL, Diane Brown or DDSL Nicole Lewitt regarding any safeguarding issues that arise with any children.
<b>The Hirer must have safeguarding procedures in place as a condition of hire.</b>	Please provide confirmation that the hirer or hirer organization have safeguarding procedures in place.
<b>All persons working with children/vulnerable adults should have an Enhanced DBS which is regularly updated.</b>	Please provide a list of names of all adults who are part of the organisation hiring, who are likely to come into contact with children/vulnerable adults and provide copies of their Enhanced DBS certificate.
<b>All Hirers should follow the school’s safeguarding policy.</b>	Sign the declaration below to confirm you have understood and will adhere to the schools safeguarding policy.
<b>The Hirer should have a named DSL that has received training and is updated when necessary.</b>	The hirer should provide certification of the DSL to confirm they have received the training.
<b>The Hirer should confirm that all persons should have received safeguarding training.</b>	The hirer should provide confirmation or declaration that all of the persons involved with the hire have received safeguarding training.

If the hirer cannot provide the above requirements, the school will terminate the hire with immediate effect.

I adhere to the responsibilities overleaf and will provide the requested documentation before hire.

Signature of the Hirer.....

Name of the Hirer .....

Position within the organisation .....

Date .....

### Appendix 3:

The following terms and conditions shall apply to all agreements for the hiring of facilities at Church Hill C of E Junior School:

1. We will supply you with a generic risk assessment for the facilities you have hired, however it is your responsibility to amend these risk assessments, to take account of the activities you and your participants will be undertaking. You should submit a copy of your amended risk assessments with your hire form.
2. We will expect you to tour the premises prior to our final agreement to hire the facilities. During this visit we will familiarise you with the following:
  - a) Fire alarm points. (Use these to sound the alarm if necessary – this will automatically alert the emergency services and start a continuous fire alarm – you should also make a phone call to the emergency services in case the automatic system fails).
  - b) Fire evacuation procedures, routes, refuge point and assembly point.
  - c) Location of a telephone. If the main school building is closed, or in any case in the event of a power cut, you will need to contact the emergency services from your own mobile phone).
  - d) Location of the defibrillator.
  - e) Toilet access.
  - f) Drinking water access.
  - g) Entrance and Exit access and security systems.
3. In accordance with the premises Fire Evacuation Plan, you will be required to:
  - a) Keep a register of people in the building and people who leave early.
  - b) Familiarise all participants with the position of a phone, fire alarm points, fire evacuation routes, fire refuge point and fire assembly point.
  - c) Ensure you have made specific arrangements to evacuate wheelchair bound participants from the building or to the fire refuge point.
  - d) You are also advised to carry out a practice evacuation of the premises to highlight any causes for concern.
4. Whilst we will endeavor to maintain the building and equipment to very high standards, if you have cause for concern about the state of the building or equipment, please ensure you report it immediately to our Premises Officer so that the issue(s) can be rectified as soon as possible. Should you or any of your participants be involved in an accident on the site, you must inform the Premises Officer who may require you and/or your participants to complete an accident form.

Thank you very much for showing an interest in hiring our facilities. To ensure your time spent on our premises is a happy and safe one, we would like to draw your attention to the following health and safety issues that become your responsibility during the hire period:

This risk assessment applies in respect of use of the school building and grounds during lettings.

### General Risk Assessment - Building

Hazard	Risk	Control Measures (Community Users)
Ladders and PE apparatus.	Medium	<ul style="list-style-type: none"> <li>Users must not climb on this equipment.</li> </ul>
Damage to hall projector or stage lights from thrown objects.	Low	<ul style="list-style-type: none"> <li>Draw attention to the hazard before commencing any “throwing” activities, and take care to minimise the height of any objects that are thrown in the hall.</li> </ul>
Stacked furniture	Low	<ul style="list-style-type: none"> <li>If it is necessary to move any furniture then care should be taken to avoid back injury or trapped fingers.</li> <li>If chairs are used, ensure that they are not re-stacked above a safe height.</li> </ul>
Pull cords from white projection screens	Low	<ul style="list-style-type: none"> <li>Users to ensure that these are positions to minimise any strangle risk – this is particularly relevant if children are present.</li> </ul>
Build-up of water on toilet / kitchen floors	Low – medium	<ul style="list-style-type: none"> <li>The floor covering in these areas is anti-slip, but care should be taken to minimise splashing of water on the floors.</li> </ul>
Children in the kitchen area	Low	<ul style="list-style-type: none"> <li>Children must not enter any kitchen area unless supervised by a responsible adult.</li> </ul>
Scalding from kettle / urn	Medium	<ul style="list-style-type: none"> <li>Kettles / urn should only be used by adults, and care should be taken to ensure they are not distracted / knocked during use.</li> </ul>
Burns from hob / oven (Kitchen)	Medium	<ul style="list-style-type: none"> <li>Care to be taken when using the hob / oven. Children should only use these facilities under direct supervision from an adult.</li> <li>The oven and hob must be switched off after use.</li> </ul>

## General Risk Assessment - Grounds

Hazard	Risk	Control Measures (Community Users)
Debris on playground / field	Low	<ul style="list-style-type: none"> <li>Organisers should carry out a visual inspection of the area before any activities commence</li> </ul>
Play equipment	Medium	<ul style="list-style-type: none"> <li>Unless specifically agreed outdoor play equipment belonging to the school should not be used during lettings. Specific risk assessments will be made available to organisers who request authorisation to use the school's outdoor equipment.</li> </ul>

## Fire Risk Assessment

Hazard	Risk	Control Measures (Community Users)
Overcrowding, affecting speed of evacuation	Low	<ul style="list-style-type: none"> <li>The hall has a maximum safe capacity of 300 children/people, and this must not be exceeded under any circumstances.</li> </ul>
Blocked fire exits	Low	<ul style="list-style-type: none"> <li>All evacuation routes must be kept clear at all times, including external walkways.</li> <li>Users must ensure there is clear access at all times as this is a secondary evacuation route.</li> </ul>
Accumulation of waste	Low medium	<ul style="list-style-type: none"> <li>Ensure that waste is placed in suitable containers and is removed at the end of the letting (and during if necessary).</li> </ul>
Flammable / combustible materials brought on site	High	<ul style="list-style-type: none"> <li>Flammable / combustible materials should not be brought on to the site without permission.</li> <li>Use of barbecues, candles and gas cylinders during lettings is not permitted.</li> </ul>
Heaters	Medium	<ul style="list-style-type: none"> <li>Items are not to be placed in contact with or immediately in front of heaters.</li> <li>Hirers are expected to switch them off again before leaving the premises.</li> </ul>
Portable heaters	High	<ul style="list-style-type: none"> <li>Portable heaters should not be brought onto the site.</li> <li>If provided by the school (e.g. in the event of heating failure) portable heaters must not be moved or covered, and if switched on by the user must be switched off at the end of the letting.</li> </ul>
Electrical equipment	Medium	<ul style="list-style-type: none"> <li>Any electrical equipment brought into the school should carry evidence of PAT testing having been carried out within HSE recommended timescales.</li> </ul>

Arson	Low	<ul style="list-style-type: none"> <li>• Combustible materials / waste must not be left outside the building.</li> <li>• If suspicious activity is noticed please challenge or report it, ensuring that you do not put yourself at risk.</li> </ul>
Damage to fire-fighting equipment	Low	<ul style="list-style-type: none"> <li>• Hirers are required to notify the school if damage is caused to fire fighting equipment (including if it is discharged) during the letting.</li> </ul>
No smoking policy		<ul style="list-style-type: none"> <li>• The school operates a no smoking policy across the entire site.</li> </ul>
Evacuation procedures		<ul style="list-style-type: none"> <li>• It is the responsibility of group leaders to ensure that all members of the group are familiar with the fire plan.</li> <li>• Fire escapes must be kept clear at all times.</li> <li>• Fire drills will be arranged to take place periodically during times of community use. Organisers will be notified of any such drill so they know not to call out the emergency services.</li> </ul>

**Appendix 4:  
Hire of School Premises  
Health & Safety Confirmation Form**

**Please complete the form below and return it with your hire forms and amended risk assessments.**

Name or organisation.....

Person in Charge: .....

Address: .....

Telephone Number: ..... Mobile: .....

Email Address: .....

Please tick to indicate you have received information and/or instruction about these issues / items.

1. Facilities risk assessment(s)	
2. Fire alarm points *	
3. Fire evacuation procedures *	
4. Evacuation routes *	
5. Assembly point *	
6. Location of a telephone (only available if main school building is open) *	
7. Contact telephone number (emergency use during letting) *	
9. Toilet access *	
10. Drinking water access *	
11. Entrance and exit access and security systems *	
12. Information about the requirements of the Fire Evacuation Plan *	
13. Information about reporting damaged or faulty building infrastructure and/or equipment	
14. Information about reporting accidents	

\* these matters will be covered on-site not later than the start of your first hire period

I have been made fully aware of my health and safety responsibilities for the hire of facilities Church Hill C of E Junior School.

Signature of Person in Charge:..... Date: .....