



Hove Park School

## Lettings Policy

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## **Section 1 – General Policy Statement**

The hiring of the school buildings by external organisations is a valuable means of raising money to enhance the school's budget. It is important, therefore, that there should be a clear policy, agreed by the Governing Body, which:

- (a) lays down the criteria for the approval or otherwise of a request for hire and
- (b) gives guidance on the appropriate level of charges to be made for the hiring of specific areas of the school buildings.

## **Section 2 – Criteria for the approval of requests for hire**

1. Applications received from the following groups will normally be approved automatically. In the event of any request for hire or agreed letting, the schools own needs for use of the premises will take priority:
  - a) Any school related organization (e.g. the PTA)
  - b) Education courses, in relation to other local colleges and others.
  - c) Local community groups which satisfy appropriate conditions relating to supervision and organization.
  - d) Language school in so far as any request does not adversely affect the teaching and learning of pupils of the school.
  - e) Requests from established Youth Groups (e.g. Girl Guides, Scouts)
  - f) Individuals who wish to hire the premises for a family event or community activity/meeting.
2. Applications from the following groups will be considered on their merits and may be referred to the Governing Body for approval:
  - g) Requests which involve the consumption of alcoholic drinks on the premises.
  - h) Religious groups.
  - i) Organisations seeking hire of school for profit making purposes.
3. Applications from the following groups will not normally be approved:
  - j) Political or quasi-political groups.

We are a safeguarding school and put the welfare of children first. All extended schools providers will provide a Disclosure and Barring Service (DBS) check and a certificate as well as proof of public liability insurance with a minimum indemnity of £5,000,000 in respect of any one incident.

### Section 3 – Financial Accounting

1. All letting agreement forms to be sequentially numbered, correctly authorized and accounted for.
2. An invoice/statement of account should be issued for all lettings.
3. A receipt should be issued to the hirer when cash 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 (e.g. Facilities Manager to Finance Officer)
5. Income when processed in FMS, should be referenced to the relevant invoice number.
6. Deviation from the standard charging structure is at the Headteachers discretion and will be documented at a meeting of the Full Governing Body.

Letting Charges: figures quoted are for guidance only)

Weekdays	
First Hour	£20
Subsequent Hours	£20 per hour
Saturdays	
First Hour	£40
Subsequent Hours	£40 per hour
Sundays (£150 minimum)	
First Hour	£40
Subsequent Hours	£40 per hour
Media Use (Subject to Headteacher approval)	
Rooms	£100 per day per room
Chaperone	£180 per day
Meetings with staff	£20 per hour per person
Administration / Telephone / Reprographics all charged according to usage.	

## Section 4 – Hirers Responsibilities

1 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, use of equipment, 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>

2 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.

3 If the Hirer wishes to cancel the Hire it must be notified in writing to the Headteacher at least one week before the Hire is due. In the event of the Hirer failing to give such notice the Hiring Fee will be non-returnable. Any preparation work carried out for the Hirer will be paid for by the Hirer.

4 The Hirer must be in attendance at all times and must provide and exercise adequate supervision throughout the Hire to prevent:

- (a) Damage to the buildings, grounds, fixtures, fitting 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.

5 Adequate insurance will be affected by the Hirer to cover the liability in respect of the Hire. In respect of public liability insurance cover the Hirer shall affect the policy with a minimum indemnity of £5,000,000 in respect of any one incident.

6 In the event of any injury, damage or loss being sustained, suffered or incurred by the Hirer or any other person, the Hirer shall accept full responsibility and shall indemnify the School from all costs. Including claims, demands and expenses arising therefrom save where any injury, damage or loss or to any claim arising therefrom was caused by the negligence of the School, or any servant or representative from the School, in which circumstances, the School will indemnify the Hirer from all costs, claims, demands and expenses arising therefrom.

7 In the event of any damage done to or loss or property suffered or incurred by the Hirer, the Hirer shall accept full responsibility therefor and shall indemnify the School from all costs, claims, demands and expenses arising therefrom save where any damage or loss or to any claim arising therefrom was caused by the negligence of the school or any servant or representative of the School in which circumstances the School will indemnify the Hire from all costs, claims, demands and expenses arising there from.

8 The school will not be responsible for the safety of any goods or articles of any kind that may be brought into or left on the Premises by the Hirer and/or any of his servants or representatives while on the Premises for the purposes of the Hire.

9 The School reserves the right to cancel the agreement if, in the opinion of the School, damage may be caused to the Premise; or if by flood, storm, fire or other cause beyond the School's control the Premises shall be 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.

10 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.

11 It is the hirer's responsibility to ensure children do not have any allergies to snacks given during the club session. If requested, the office can also check school records.

12 The premises must be left clean and tidy after use. The cost of any additional cleaning found to be necessary will be met by the Hirer.

13 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.

14 The Hirer is responsible for any waste generated by the activity of the hire and must dispose of it appropriately.

15 Hirer's equipment must be PAT tested or CANNOT be brought onto the premises.

16 Animals must not be brought onto the School grounds, playground or into any buildings, with the exception of guide dogs.

## **Section 5 - Security and Safeguarding of Children and Young People**

1 Schools follow best practice in implementing a child protection policy including Disclosure and Barring Service (DBS) checks of adults who work with children in school. Therefore, any organisation hiring school premises, if working with children and young people, will be expected to present the documentation requested on the Safeguarding Children Checklist (appendix 1)

2 If the organisation is not able to present listed information, the school will not enter into a hire agreement.

## **Section 6 - Fire Precautions**

1. The Hirer should be provided with a copy of the school's Emergency Evacuation Plan.
2. 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.
3. The Hirer must ascertain and comply with any special fire precautions or requirements contained in music, singing and dancing, theatres, or any other licenses 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. The use of pyrotechnics and special effects are not permitted without express permission of the Headteacher, and are subject to specific risk assessment. Fire authority approval may also be necessary.
4. Seating, gangways and passages shall be provided as approved by the responsible person acting on behalf of the School.
5. All gangways, corridors, fire escape routes and external passageways intended for entrance and exit shall be kept entirely free from obstruction.
6. All exit doors must be accessible during the whole time the public are on the premises.
7. 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. A nominated person should be responsible for using the fire fighting equipment, if necessary. The responsible person for the site should be consulted on any additional equipment necessary where stage performances or exhibitions are intended.

## **Section 7 - Materials**

1. Mats or other floor coverings shall be secured to prevent rucking.
2. 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)
3. 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 and must be agreed by the Headteacher.

4. 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)

### **Section 8 - Temporary Electrical Installations**

1. 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.

2. All temporary installations shall be disconnected from the permanent installation immediately after the completion of the Hire.

3. All portable electric items must have been PAT tested within the last 12 months and a visual inspection should be carried out before use.

### **Section 9 - Additional Requirements for the Hiring of External School Premises**

1. The Hirer must consult the Facilities Manager if there is any doubt about the condition of the ground. In the event of the ground being deemed unfit for use immediately before the Hire is to take place, the hire charge will be refunded.

2. The Hirer must ensure adequate supervision is exercised over everyone taking part in the Hire including spectators. Casual spectators not included in the Hire must not be admitted. Participants must have reasonable fitness to allow them to undertake the activity safely.

3. Stakes or similar must not be driven into the ground unless specific permission has been given.

4. Vehicles must not be driven over or parked on the playground unless prior permission has been obtained.

5. Unless prior permission has been obtained, bonfires are not permitted.

6. Playgrounds must be left in a clean, tidy and safe condition.

7. Any loudspeakers must be operated at moderate volume so as not to cause a nuisance.

8. In relation to car boot sales or similar, the Hirer should take all reasonable steps to ensure that items sold on the School Premises are legal and appropriate for the Premises. It is the Hirer's responsibility to ensure that the name of the School is not brought into disrepute by the sale of illegal or inappropriate items. The Hirer should refer to the Facilities Manager for guidance on such items



### **Section 10 - After the Hire**

1. On completion of the Hire the Hirer must carry out an inspection of the Premises to ensure that:

- (a) all windows and doors are closed and secured;
- (b) the premises have been left clean, tidy and safe; and
- (c) there are no signs of a fire.

### **Section 11 - Termination**

1. In the case of regular Hires, each party reserve the right to terminate this Agreement giving the other party one month's notice in writing.
2. In the event of a breach of the terms of this Agreement by the Hirer concerning public safety including any failure to implement the recommendations of the Risk Assessment of the Hire, the School may terminate this Agreement with immediate effect.
3. The School's decision to terminate under Clauses 8.1 or 8.2 shall not give rise to any claims for damages or otherwise by the Hirer.

### **Section 12 - Indemnity**

The Hirer agrees and undertakes with the School to indemnify and keep the School indemnified from and against all actions proceedings costs claims and demands by third parties in respect of any damage or liability caused by or arising from the use or occupation of the School Premises by the Hirer.

### **Section 13 - Disability Equality Statement**

Hove Park 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 leaning difficulty has equal access as described below:

## **Section 14 - Equal Opportunities and Inclusivity**

1. 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.
2. The Hirer is committed to the principle that any behavior, language or action that creates discrimination or disadvantage is unacceptable and will be challenged.
3. 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.
4. 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.
5. 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.

If there is any doubt about the application of any of the above conditions and Agreements A & B, the advice of the Executive Headteacher should be sought