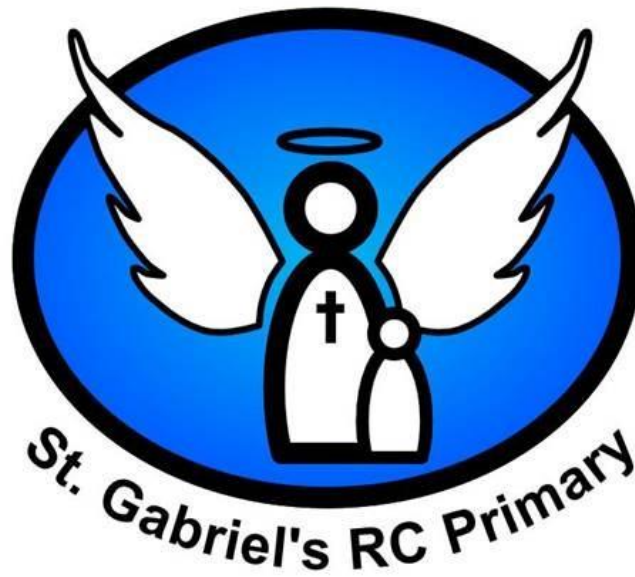




St Gabriel's RC Primary School

Lettings Policy

Adopted: October 2017

Review: May 2024

Next review: May 2026

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In God's Love: We Welcome
We Learn
We Grow
TOGETHER



Statement of Intent and General Policy

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. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

A charge may be levied to meet the additional costs incurred by the school in respect of the premises.

Objectives

The following policy objectives set by the Governors can be stated:

- *To define what 'letting' is*
- *To define the administrative processes related to letting*
- *To define the status of a Hirer*
- *To define the regulations under which letting is made*
- *To define the first aid and fire considerations when letting*
- *To define charges*
- *To define security and key holding arrangements*
- *To define requirements for vacating the premises and conditions to be left in*
- *To define the considerations with regard to promotional literature*

Definition of a Letting

A letting may be defined as "any use of the school premises, building and grounds, by either a community group (such as Brownies, music groups etc) or a commercial organisation (such as Weight Watchers)". A letting must not interfere with the primary activity of the school, which is to provide a high standard of education and extra-curricular enrichment for all of its pupils. The school would not normally hire to private individuals.

Use of 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. These would always take priority against any letting defined and may also make cause for a letting to be cancelled or amended, with notice, should one of these events occur.

Administration Process

Organisations seeking to hire the school premises should approach the Head/Business Manager, who will identify their requirements and clarify the facilities available. If the letting is viable a 'School Letting Request Form', should be completed at this stage which are available from the school office either in hard copy or via email.

*The Governing Body has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given in writing. **It is the Governors' Policy that they will only let the premises to Church based or associated groups or organisations.** No public announcement of any activity or function taking place should be made until the booking is confirmed, formally.*

The applicant must complete the Letting Request Form, noting the conditions of use and provide a full and adequate Risk Assessment for the event. See appendix 1. Once the letting has been approved by the Head a letter of confirmation will be sent out to the Hirer, setting out full details of the letting. The letting will not take place until all the requested documentation has been completed. The person applying to hire the premises will be invoiced with the cost of the letting, in accordance with the scale charges, see section below for current scale charges. Letting will not be allowed to commence until payment is made.

Afternoon events will be charged at the price of £100 for the letting, plus a £100 refundable damage deposit and any key holder costs.

Evening events will be charged at the price of £100 for the letting, plus a £100 refundable damage deposit and any key holder costs.

The Hirer should be a named individual and the agreement should be in their name, giving their permanent, private address. This avoids any risk or confusion that the letting may be held to a business tenancy which would give the Hirer security of tenure.

Under no circumstances will keys be available for the building, the Hirer agrees to pay for caretaking services to ensure that the building is opened and locked up correctly; these details are included in the charges section.

All terms of conditions set out below must be adhered to. The “Hirer” shall be the person making the application for the letting, and the person will be personally responsible for the payment of all fees or other sums due in respects of the letting.

Status of the Hirer

Lettings will not be made to any persons under the age of 18 or to any person, organisation or group with unlawful or extremist backgrounds. The hire agreement is personal to the Hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or creating any tenancy between the school and the Hirer.

Persons may have to undergo, at the discretion of the Governing Body, a criminal record check via the Disclosure and Barring Service (DBS). If a particular letting involved contact with the school’s pupils or offer services or involvement of children, DBS check, in accordance with DCSF guidance. Documentation will be checked every 3 years in the case of long term lettings. Valid DBS records should be submitted with the Letting Request Form. Existing CRB’s will be accepted as long as the person is in the same capacity. DBS checks are at the expense of the Hirer.

Any adult working with the school’s pupils (for example after school sports clubs) must be appropriately qualified. Sport coaches must follow the LA’s guidance for working within schools.

Priority of Use

The Head will resolve any conflicting requests for use of the premises, with priority at all times being given to school functions.

Attendance

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given, to comply with fire and health and safety regulations.

Public Safety

The Hirer shall be responsible for to ensure there is no overcrowding (such as would endanger public safety), and for keeping all gangways, passages and exits clear and serviceable. Under no circumstances should the Hirer lock any of the emergency exits for any reason. The Hirer will be responsible for providing adequate supervision at all time and sufficient to maintain good order and conduct. Where applicable, the Hirer must adhere to any adult pupil ratios indicated on the hire form and on the risk assessment. The Hirer must be briefed on all aspects of health and safety and know the evacuation procedures in the event of a fire. The Hirer must also detail in their risk assessment how this would be achieved.

Own Risk

The Hirer is responsible to ensure that all those attending understand that they do so at their own risk.

Damage, Loss or Injury

The Hirer warrants to the Governing Body that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to the property and contents, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £5 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

Neither the school, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of damage to the premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

School Equipment & Rooms

The Hirer should detail any rooms that may be required to fulfill the letting.

Room availability is limited to the following areas due to health and safety and the possible disruption to the continued provision of education (highlighted plan in appendix):

- Yr1 classroom
- Yr2 classroom
- KS1 toilets
- Hall
- Adult toilets
- Staff room

- Access to main corridor for fire exits
- Parking as agreed

Permission to use school equipment must be sought prior to its use and must be detailed on the Letting Request Form. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use. Any damages must be paid for in full by the hirer.

Electrical Equipment

Any electrical equipment brought onto the school site by the Hirer **MUST** comply with the LA code of practice for portable electrical appliance equipment. Equipment must have a certificate of safety from a qualified electrician. The intention to use any electrical equipment must be detailed on application form and valid test certificates should be attached.

Car Parking Facilities

Subject to availability, these may be used by the Hirer and other adults involved in the letting, however all vehicles are parked at owners own risk.

Toilet Facilities

Access to toilet facilities is included in the letting. Bathrooms at the entrance are used by adults and children cloakrooms are available in each side of the school.

First Aid

There is no legal responsibility for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements such as the provision of first aid training and equipment, particularly in the case of a sports letting. Use of school resources is not available.

Fire Regulation

The Hirer should attend the school for a fire briefing prior to the letting commencing, where the Fire procedures will be explained to the Hirer. The advice will specifically relate to the emergency evacuation procedures, fire alarm points, assembly points, roll call, and location of telephones and how to summon the Fire Brigade. Firefighting equipment should not be used by the Hirer in any circumstances. A written copy of the fire procedures will be issued to the Hirer. The Hirer should ensure they have access to all participants emergency contact details and may use the telephone in reception in the event of an emergency. The Hirer should also have records of the number of people entering the premises at any time to comply with fire and occupancy regulations. For any event involving a seated performance tickets must be sold in advance to ensure that the maximum occupancy number is adhered to. Seating should be arranged such that everyone is able to access an unobstructed emergency exit. Children over the age of 3 must occupy a seat. Children under 3 may sit with an appropriate adult, however they must be issued with a ticket and be included in the maximum room occupation number. Tickets not sold can be sold on the night, but only to the maximum seating allowed.

Food and Drink

All food and drink consumed on the premises must be done so in line with Health and Safety recommendations and not without the direct permission of the Governing Body. All bins must be emptied and litter must be placed in bin liners and left by the front door for the Caretaker to dispose of.

Intoxicating Liquor

It is the policy of the Governing Body that no intoxicants shall be brought onto or consumed on the premises. Special permission for particular items such as raffle prizes may be sought, on the application form.

Smoking

The whole of the school premises, including outdoor areas is no smoking. The Hirer should ensure that all participants comply with this rule and smoke beyond the perimeter fence.

Copyright or Performing Rights

No music (live or recorded), dance, play, film, video, DVD or other performance may be undertaken as part of the Letting without the prior written permission of the Head. The school does have the required licenses for such activities however use of this must be requested.

The Hirer should ensure during the occupancy of the premises that there is no infringement of any subsisting copyright or performing right, and shall indemnify the School and Local Authority against all sums of money which the LA may have to pay by reason of infringement of a copyright or performing right occurring during the period of hire covered by this agreement.

Sub-Letting

The Hirer is not permitted to sub-let all or any part of the premises to another person.

Review of Hire Charges

Hire charges are reviewed annually.

Variation of Scales of Charges and Cancellations

The Hirer acknowledges that the charges given may increase from time to time and that letting may be cancelled or amended, provided that 28 days written notice is given, either way. It is the Hirer's responsibility to notify any attendees of any changes to dates or venues at least a week in advance.

Security & Conclusion of Letting

The Hirer will be responsible for paying for the keyholding costs during the period of Hire. The charges paid for the Letting will include cleaning of the premises after the Hire, but all rooms should be left tidy and free of litter. Key holder costs are in addition to the hire charge. Lettings will depend on the availability of the Site Manager. All equipment should be returned to the appropriate storage and any Hirer's equipment should be removed. The school reserves the right to levy an additional cleaning charge if these conditions are not met. The school may also request payment of a returnable bond against loss, damages or ancillary cleaning. These will be detailed as part of the scale charges.

Right of Access

The Head and/or the Governing Body reserves the right of access to the premises during the letting. These people may monitor activities and compliance against the terms of the let from time to time.

Vacation of the Premises

At the end of the letting period the Hirer should ensure the premises are vacated promptly, including all equipment. The Hirer is responsible for supervising all children taking part until they are collected by a responsible adult.

Promotional Literature

A draft copy of any information to be used to advertise the event must be approved by the Head prior to use. Failure to do this will result in the cancellation of the let.

St. Gabriel's RC Primary School – Letting Request Form

- Please complete all sections of the form and return to the school at least 4 weeks prior to the event
- The form should be accompanied by all relevant documentation as specified, failure to provide this will result in the delay of the confirmation of the letting. Documentation to include fire register listing who will be on the premises, insurance certificate, risk assessment and DBS certificates
- A response will be provided within 5 working days, unless permission requires the approval of the Governing Body
- Lettings will not be approved unless a health and safety walk through has been done prior to booking
- Lettings will be cancelled if hirer goes into an area not previously agreed for let

Name of Group or Organisation:
Is the Group a Community or Church Group, please state:
Please enter the Community Registration Number:
Name of Applicant (Hirer):
Private Address of Applicant:
Contact Telephone Numbers:
Email Address:
Is the event a one off event or recurring, please specify:
What is the exact date(s) of the event, please specify:
What times do you need access to the premises, please include sufficient time for setting up and cleaning up:
Do you need access to the premises before the event to set up, if so please specify:
Please list all rooms required for the let and detail the use of these rooms:

<i>Do you require car park access, main car park or playground:</i>
<i>Please state the exact nature of the activity being undertaken:</i>
<i>What is the number of people you anticipate being at the event both participants and attendees:</i>
<i>Is it intended that there will be any music (live or recorded), dance, play, video, DVD or other performance undertaken as part of the letting, if yes please specify:</i>
<i>Is it intended that there will be any food or drink supplied as part of the letting, if yes please specify:</i>
<i>Is there any intention to hold a raffle during the let, if so will alcohol be included as prizes, if yes please specify:</i>
<i>What equipment do you intend to bring into the premises as part of the Let, please specify:</i>
<i>Is any of this equipment electrical, if so please attach a copy of the relevant certificates.</i>
<i>Do you require access to any school equipment e.g. tables, chairs etc, please specify:</i>
<i>Do any of the participants work with children, if so please state names and detail the DBS reference numbers and issue date for these individuals:</i>
<i>In order to comply with the terms of the let a risk assessment is required, have you attached a valid risk assessment for the event:</i>
<i>In order to comply with the terms of the let a valid public liability insurance certificate is required, have you attached a copy of this:</i>

I confirm that the information given is correct and I agree to accept the terms and conditions as detailed within this document.

Signature of Applicant: _____

Date:

Letting Approval:

Is all the required documentation attached: DBS / PAT / Insurance

Are all the activities and rooms available: Yes / No

Are food and drink requirements acceptable: Yes / No

Authority to have alcohol on the premises: Yes

What charges is being stated for this Hire: £

What caretaking charges are being stated for this Hire: £

Approval Signature: _____ *Approver Designation:* _____ *Date:*

Governor Approval Required: Yes / No

Governor Signature (if required): _____ *Date:*

Office to contact Hirer to ask them to sign the agreement below, copy to be given to Hirer

I agree to pay the monies stated above will ensure payment by _____ (Paid: Yes/No)

I agree to all conditions of let as specified above and will ensure I notify the Head of any changes

I will attend for a Fire and Health and Safety briefing at the school on _____ and I will be the responsible person for Health and Safety during the letting period.