Long Whatton C of E Primary

Lettings Policy



'Live, Learn, Grow and be Thankful''

Lettings Policy

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1. Aims

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.

- Ensure that hirers are aware of their responsibilities for health and safety and emergency procedures.

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- Hall and Kitchen
- School field

2.2 Capacity and charging rates

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

School hall and kitchen

Minimum two hours: £40 £12.00 per hour after

Full day rate, only available out of school time: 8.00am - midnight £100

Out of school time only up until 10.00pm. For late finishes please contact the office for further details.

Recurring bookings discounted please contact the school office for further details.

Field:

The school field can also be hired alongside the school hall:

Full day rate, only available out of school time: 8.00am - midnight £100

Field with the hall £150

The field is available at other times. Please contact the school office for further details.

3. Charging rates and principles

3.1 Rates

The rates for hiring are listed in the table in the section above. In our absolute discretion, 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.

3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 14 days' notice where the circumstance warrants it. 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 14 days' notice. If less notice than this is given, the hirer shall not be entitled to a refund.

3.3 Review

The revenue raised from hiring out will be reviewed by the School Governors' Staffing and Finance Committee and will be fed into the school's financial reporting, to ensure best value is being achieved. Governor's receive the right to increase the rates with a month's notice to future bookings; the review shows that the school is running at a loss.

4. Application process

Those wishing to hire the premises shall fill out the health and safety and hire request forms **two working weeks** prior to the event required, which can be found in appendices 1 and 2 to this policy, and read the terms and conditions of hire set out in section 5.

The hirer shall fill out the forms and submit them to the school office. Approval of the request will be determined by the Office Administrator .

If the request is approved, we will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. We will also send on details of the emergency evacuation

procedures and other relevant health and safety documents. The hirer may also need to provide proof of their public liability insurance on request by the Office Administrator.

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

Payment terms

A deadline for payment will be set and we reserve the right to cancel any hire if payment is not received within the deadline set.

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 school" means Long Whatton C of E Primary School, The Green, Long Whatton, LE12 5DB

3. On approval of the hire request, the school grants a non-exclusive licence to the hirer to use the available areas agreed in the hire request in accordance with the terms and conditions stated herein.

4. The hirer shall pay the full amount as stipulated by the school, and shall not be entitled to set off any amount owing by the school against any liability, whether past or future, of the school to the hirer.

5. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licence and no relationship of landlord and tenant is created between the hirer and the school by this licence.

6. The hirer shall not sub-license any part of the premises under the licence.

7. 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.

8. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.

9. The school shall retain control, possession and management of the premises at all times and the hirer has no right to exclude the school from the premises.

10. 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 and 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 14 days before the start date of the licence.

11. 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.

12. 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

13. 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.

14. Any cancellations by the hirer received with less than 14 days' notice will not be refunded.

15. Where the school finds it necessary to cancel a booking, all reasonable efforts will be made to give at least 14 days' notice, and a refund will be given. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.

16. The hirer will leave the premises in the condition they were found in, leaving the area clean and tidy and not leaving any of their own equipment behind. All refuse must be removed from the site by the hirer and must not be disposed of in the onsite bins. A deposit of £20 will be payable at the time of booking in addition to the hire fee. This deposit will be returned if all requirements in the terms and conditions have been complied with.

17. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement of the school.

18. 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.

19. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.

20. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for the provision of alcohol or the use of any third party intellectual property.

21. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.

22. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.

23. 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.

24. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.

25. 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.

26. Public Entertainment/Licencing Public (regulated) entertainment shall not take place on the premises nor shall intoxicants be brought onto the premises whether for sale or otherwise without the prior written approval of the School which may be given subject to the following conditions:

i) The consumption of alcohol without sale may be permitted subject to the Governors being satisfied that excessive quantities of alcohol will not be made available;

ii) The use of the premises for the sale of alcohol and for various types of public entertainment is subject to the requirements of the Licensing Act 2003. If the sale of alcohol and/or the provision of any regulated entertainment is proposed to take place on the premises, then it must be under the authority of a Premises Licence granted by the District or Borough Council. Such a licence may already be in force for the premises and for the purpose of the hiring but otherwise a Temporary Event Notice must be given as provided by the Act;

iii) Where the sale of alcohol is intended then the control of the premises and the sale and supply of the alcohol must take place under the authority of a Personal License Holder who will be the Designated Premises Supervisor for that purpose. The Personal Licence Holder must produce their original licence to the Governors who will retain a copy for their records;

iv) The Hirer shall be responsible for establishing to the satisfaction of the Governors whether or not the proposed hiring will require to be licensed and for obtaining, at their own expense, the necessary authority for the hiring to proceed. If the hiring is required to be licenced, then the Governors shall be entitled to require the Hirer to produce evidence that Temporary Event Notices have been given and the necessary authority obtained failing which the hiring will not take place.

6. Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times. The schools safeguarding policy can be found on the school website.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

The school will not hire out the hall during school hours.

The school reserves the right to impose further conditions on the hire for the purpose of ensuring the safeguarding of its pupils. The school will explain any further conditions that are deemed necessary to the hirer. The grant of the non-exclusive licence is conditional upon acceptance of the further conditions by the hirer.

7. Health and Safety information to Hirers

To ensure your time spent at Long Whatton School is a happy and safe one, you must comply with the following H&S requirements during the hire period.

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 into account the activities you and your participants are 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:

- Fire alarm points. (Use these to sound the alarm if necessary – this will automatically start the continuous fire alarm. You should also make a phone call to the emergency services in case the automatic system fails).
- Fire evacuation procedures, routes and assembly points.
- Contact details for the Premises Officer.
- Location of the first aid kit. If used, please inform our Premises Officer so items can be replenished.
- Toilet access.
- Drinking water access.
- Access and security systems

3. In accordance with Long Whatton School's fire evacuation plan you will be required to:
- Keep a register of people in the building and people that leave early.
- Familiarise all participants with the fire alarm, fire evacuation routes, and fire evacuation point.
- Ensure you have made specific arrangements to evacuate those with impaired mobility from the building or to the fire refuge point.

In addition, you are advised to carry out a practice evacuation of the premises to highlight any causes of 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 site you must inform the Premises Officer who may require you and/or your participants to complete an accident form.

Appendix 1: Health and Safety information-confirmation Form

Please complete the form below and return it with your hire form and amended risk assessment form.

Name of organisation:……..…

Name of person in charge:……..…

Address:…….……

……..……

Telephone number:……..

Mobile:……

Email Address:……..

No.	Issue/Items	Tick to indicate you have received information and/or instruction about these issues/items
1	Facilities risk assessments	
2	Fire alarm points	
3	Fire evacuation procedure	
5	Assembly point	
6	Contact details for the Premises Officer	
7	Location of the first aid kit	
8	Toilet access	
9	Drinking water access	
10	Access and security systems	
11	Information about the requirements of the fire evacuation plan	
12	Information about reporting damaged or faulty building infrastructure or equipment	
13	Information about reporting accidents	
14	Other	

Appendix 2: 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, which you can find in sections 2 and 5 of this policy. If you have any questions, please contact our Office Administrator .

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	
Duration of 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	

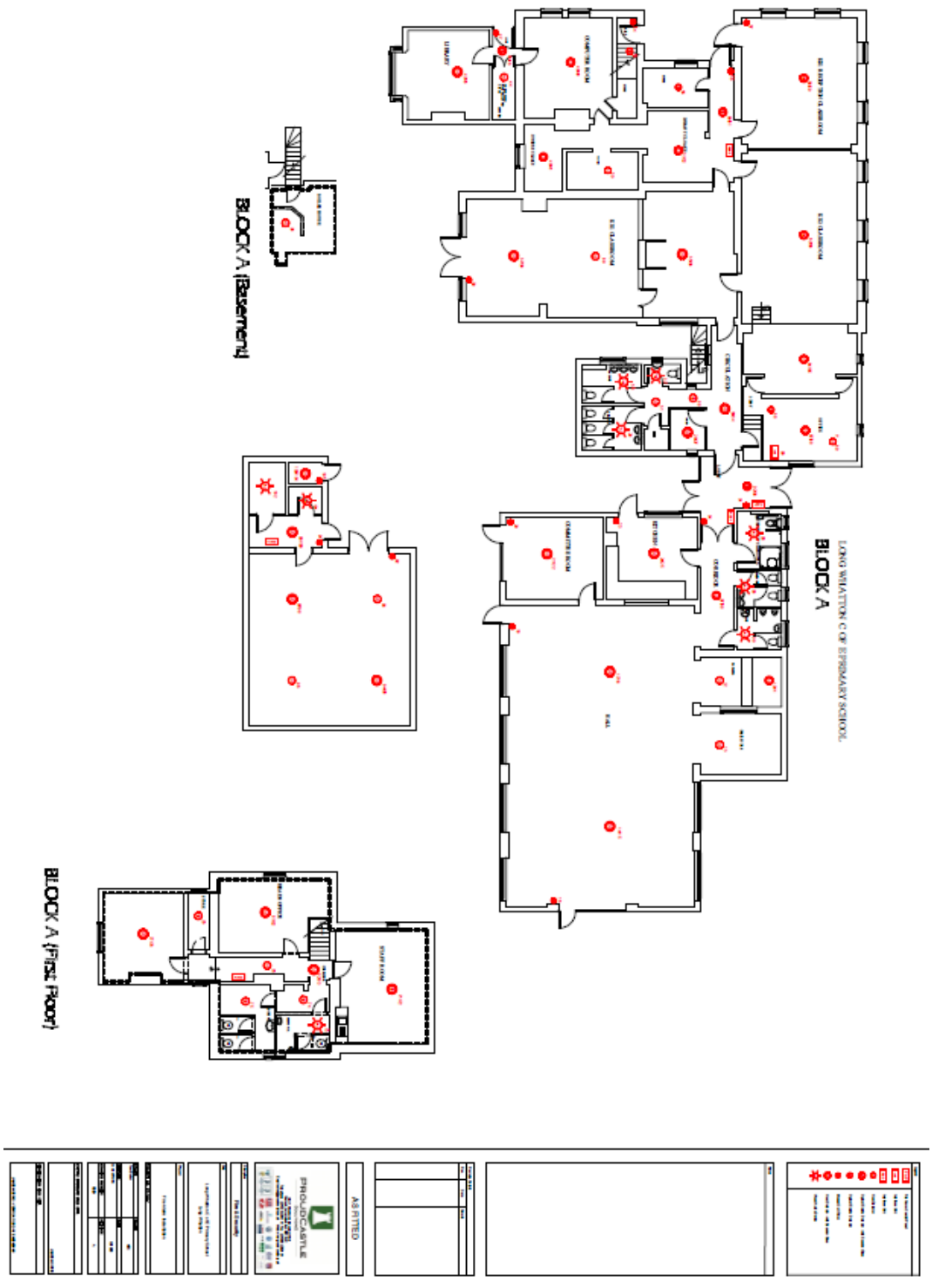
By signing below, I agree to the terms and conditions set out in the school's premises hire policy.

Name _____ Date _____

Signature _____

Please return these forms via email to the school office at office@longwhattonschool.org. 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 3: Fire Escapes



Appendix 4: Fire Evacuation Plan

- **If you discover a fire:**

- Break the glass and press a fire alarm button at the nearest/safest call point.
- An alarm will sound in all parts of the school.
- If the fire is small and there is an appropriate fire extinguisher close by you may attempt to put out the fire. Instructions are clearly labelled. Ensure you use the correct extinguisher and if in doubt leave the building following the procedure below.
- Appropriate fire exits are indicated in all rooms and areas.
- User groups should leave the hall via the appropriate fire exit.
- Each user group should have a mobile phone to call the fire services.
- A roll call should be taken and a key person should check the toilets and kitchen.
- For large events it may not be possible to have a register (productions/concerts etc.). Key people must be identified to carry out toilet and kitchen checks for children/adults left in the building to ensure it is completely evacuated.
- The assembly point is on the playground.
- At the sound of the fire alarm a designated person will lead out the public to a designated exit point onto the playground.
- If it is an unattended letting the hirer must also contact the Premises Officer.

Appendix 5: Risk Assessment for editing

Risk Assessment

Activities Covered by this Assessment	**Hall Hire**		
Site Address / Location	Long Whatton C of E Primary School	**Department / Service / Team**	LEA
Note: A person specific assessment must be carried out for young persons, disabled staff and new and expectant mothers conducting this activity			

ACCESS AND EGRESS – (Including car parks, corridors, entrances and exits and external areas)

Please find below examples of the Schools risk assessments. External hirers can use these as a guide for producing their own risk assessments when booking the schools facilities.

Hazard (Something with a potential to cause harm)	**Who might be Harmed & How?**	**Existing Controls** (Consider Hierarchy of Control)	**Initial Risk Rating (S x L)**			**Further Controls Required** (Consider Hierarchy of Control)	**Final Risk Rating (S x L)**		
			Severity	**Likeli hood**	**Risk Rating**		**Severity**	**Likelihood**	**Risk Rating**
Unauthorised/unsupervised access	**Facility being left unsecured** **Visitors to the hall**	**Facility to be locked at end of each activity and to be part of daily lock up routine.** **Windows to toilets to be secured.**	**H**	**M**	**M**	**Blue front doors closed when all visitors are in the building and released when leaving.**	**M**	**L**	**L**
Surface/slips/falls	**Dampness, spillages** **Visitors to the hall**	**Check on arrival and during the hired session**	**H**	**M**	**M**				

Collisions	**Numbers of participants, spectators, organisation** **Visitors to the hall**		**H**	**M**	**M**	**Ordered and disciplined approach. Increased structure and vigilance with numbers over 20. Drills, games and activities to be structured mindful of restricted run offs and space.**	**H**	**L**	**L**
Collisions (Cont)	**Doors and furniture** **Visitors to the hall**		**M**	**M**	**M**	**All doors to be closed and area kept clear of furniture/inappropriate equipment.**	**M**	**L**	**L**
Trips and falls (Cont)	**Clothing/shoes discarded by participants** **Visitors to the hall**		**M**	**M**	**M**	**Hirer to ensure playing area is kept free of clutter/clothing etc.**	**M**	**L**	**L**
Trips and falls (Cont)	**Slips** **Visitors to the hall**		**M**	**M**	**M**	**Rules of use regarding appropriate footwear to be enforced.**	**M**	**L**	**L**
Collisions (Cont)	**Equipment** **Visitors to the hall**		**M**	**M**	**M**	**Equipment not in use to be stored appropriately.**	**M**	**L**	**L**

Storage Area	**Area needs maintaining and keeping tidy.** **Visitors to the hall**		**M**	**M**	**M**	**Users to be inducted into correct storage. Sports Assistants and PE staff to check and ensure area is kept safe by ensuring equipment is put away correctly. Use of trolleys (gym mats)**	**M**	**L**	**L**
First aid (A separate first aid assessment should be conducted for each school site.)	In the event of an accident, injury, or emergency situation, staff, pupils and visitors may suffer as a result of inadequate first aid provision or incorrect first aid treatment. Visitors to the hall	● Adequate number of first aiders and emergency first aiders available in school. ● First aiders always available on educational visits. ● Training issued and refreshed continually to first aiders. ● First aid kits suitably stocked. ● First aid kits situated throughout the school. ● First aid kits regularly checked to ensure adequate provisions are available. School awareness of method for contacting the emergency services.	H	L	M	No further controls would reduce the risk	H	L	M
Fire	Any person on site may be subject to serious injury / death in the event of a fire. Visitors to the hall	● Local Fire Risk Assessment conducted in school. More detailed controls contained within. ● Emergenc y action plan devised,	H	L	M	No further controls would reduce the risk	H	L	M

		communicated and tested. ● All visitors made aware of nearest fire exits and assembly points. Fire Safety Awareness training provided for staff.							

Date Conducted:		Name:

Potential Severity of Harm	**High** Death, paralysis, long term serious ill health.	**Medium**	**High**	**High**

	Medium An injury requiring further medical assistance or is a RIDDOR incident.	**Low**	**Medium**	**High**
	Low Minor injuries not resulting in any first aid or absence from work.	**Low**	**Low**	**Medium**
		Low The event is unlikely to happen.	**Medium** It is fairly likely to happen.	**High** It is likely to happen.
		Likelihood of Harm Occurring		

Risk Rating Definitions	
Low	This is an acceptable level of risk. No further controls are required as the risk rating cannot be reduced any further. However, it is advised that continual monitoring occurs in order to ensure that no changes / deviation of control measures occur.
Medium	It is advised that further controls are implemented to reduce the risk rating to as low a level as possible. If the risk cannot be reduced to lower than a medium, then on site monitoring should occur to ensure that all stipulated controls are being adhered to.
High	This is an unacceptable risk rating. Urgent interim controls should be implemented to reduce the risk so far as is reasonably practicable. If the risk rating cannot be reduced to lower than a **High**, then a documented safe system of work should be implemented to control the activity. It may be necessary to seek further professional advice. Serious considerations should be given to the validity of carrying out the activity at all. Regular monitoring of the activity should occur.

Appendix 6: Confirmation of licence template letter

Dear

Thank you for submitting your hire request form to us.

We're pleased to say the area you've requested is free on the date(s) and time(s) of your request and we'd be happy to grant a non-exclusive licence to you to use the area for the purpose set out in your request form, subject to the terms and conditions in the lettings policy on our website.

Based on the length of time and area requested, the full amount for the hire will be _____. You will be invoiced before the event. We request full payment of the fee by _____.

We've provided with this confirmation details of emergency evacuation procedures in the event of a fire/similar emergency. Please make sure you're familiar with these before the date of hire.

You can contact the Office Administrator with any questions about hiring the premises.

The Premises Officer is Graham Waite he can be contacted on _____ if necessary during the period of hire.

Kind regards,

Colette Axon

Office Manager