

# Toddington St George C of E School



## Lettings Policy

**Ratified by Governors – December 2020**

Review Date – October 2022

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## Introduction

The Governing Body of Toddington St George C of E School (TSG) believe that education is the prime purpose of the school. However, we are keen that the school and its facilities be of benefit to the whole community, if and when it is appropriate.

It is the wish of the Governing Body that the facilities of the school are made available to appropriate groups provided that this does not impact negatively or conflict with the work of the school, the interests of the pupils and staff.

The Governing Body recognises and supports the following principles:

- The school premises represent a significant capital investment and should be fully utilised
- The school premises are a valuable community resource for educational and charitable purposes
- Making a profit from private or commercial lettings is desirable, but is not the primary objective when letting for educational and charitable activities.
- The Governing Body will not let the school premises to organisations that could bring the good name of TSG into poor repute, either through their links or through their activities.
- Hirers/Service Providers will be expected and required to have due regard to the entitlement of neighbours to privacy and quiet.

## Policy

It is the intention of the Governing Body that:

- School facilities may be let for community use for extra-curricular sports, charitable, recreation and teaching purposes.
- In deciding whether to let the premises, the School will consider the likelihood of damage or nuisance that may be caused, or arise at any time as a result of the letting.
- Responsibility for accepting applications for hire is delegated by the Governing Body to the Headteacher, who will consult with the School Business Manager.
- All applications for hire must be properly documented and the Terms and Conditions (below) must be signed.
- Letting fees will be set at a level to ensure that the income covers the costs (lighting, heating, staffing, cleaning etc). Fees will be set at an appropriate level relating to the nature of the activity taking place.
- Weekend, holiday and after school lettings will only be accepted if the Site Agent is prepared to undertake the additional duties required. Costs of employing a security company to lock/unlock may be added to the rent if school personnel are not available.

The school's Safeguarding policy must be consulted and followed when dealing with external organisations that work with children or young people. Please note: Current Keeping Children Safe in Education (KCSIE) guidance and the government's Prevent strategy are incorporated within the school's Safeguarding Policy.

- All hirers must state the purpose of the hire. The purpose of each application for hire will be checked and any concerns over the nature of the letting or gathering will be reported to the Principal/Headteacher before approval is given. The school will contact the Access and Referral Hub if they suspect that the letting or gathering has been used for political purposes, not previously authorised by the Principal/Headteacher, the dissemination of inappropriate material or other purposes which could be reportable under the new statutory Prevent duties or which contravene current legislation in any way.
- Considering applications for lettings the Headteacher, or delegated officer, will decide on the approval of the application with consideration to:

- Interference with school activities - priority at all times should be given to school functions
- The availability of facilities
- The availability of staff to open and close the premises
- The school's safeguarding policy
- Health & safety considerations in relation to the number of users, type of activity, qualifications of instructors, etc.
- Type of activity and our duty with regard to the prevention of terrorism and radicalisation
- Adequacy of management procedures in place during the hire
- Appropriateness of the letting and whether it is deemed compatible with the ethos of the school

## Responsibilities

The responsibilities of the school and the Hirer on entering into a letting agreement are laid out below. Arrangements must be made for the effective exchange of information between both the school and hirer or provider of the activity or service. The extent and content will depend on the activity or service being provided and the relationship between the school and the provider. The Terms and Conditions for Hire and Use (Appendix 1) must be signed by Hirer and School before any let can proceed.

The School will:

- Identify an appropriate room /area, ensuring that it is open and ready for use at the beginning of the session and ensure that any facilities provided are appropriate and fit for purpose for the user. The same standards should be applied as during normal school hours for those areas being used outside the norm. All aspects of the Workplace (Health, Safety and Welfare) Regulations apply whenever a workplace is being used and all aspects of the Regulations need to be applied.
- Agree a system to facilitate communication with school staff if and when needed
- Report to the Governing Body to inform them of lettings
- Provide access for Hirers to appropriate whole school policies
- Consider all applications, providing that Hirers adhere to and are able to comply fully with the terms and conditions set out in this policy and any documents referred to herein.
- Due regard must be given to the Working Time Regulations where multiple employment is undertaken.
- Should any activities involve lone or remote working, appropriate control measures and supervision must be in place in line with school policies.
- Ensure that there are adequate provisions made to deal with all foreseeable emergencies. The school will provide access to a telephone although it is preferred that hirers have their own functioning mobile phone.
- Accident, incident and near miss reporting procedures should be notified to the Hirer together with adequate incident investigation and follow up action.
- Any equipment, materials and substances provided by the school must be suitable for the activity and the people who will be using it. There needs to be an inspection and defects reporting regime to ensure that equipment is properly maintained and replaced.
- Ensure that toilets and other facilities are available and adequate for the numbers, gender, and any special needs of the proposed users.

The Hirer will ensure that:

- All activities are appropriately planned, scrutinised and discussed with the Business Manager a minimum of 4 weeks before the booking.
- Adequate notice is provided to the Business Manager of any school resources required. The responsibility for damage to any school property remains with the Hirer.
- All participants are adequately supervised during the session, encouraged to attend promptly, remain for the duration and leave the building/site promptly at the end.
- Young people must never be left unattended. Parents/carers or an alternative agreed contact must be informed immediately if any young person leaves a session.
- Staff and participants are fully aware of fire procedures and other safety arrangements.
- Relevant records are maintained which can be made available to the school including a register of attendance and a record of activities per session. This should be given to the Office Manager prior to the letting. For a regular booking, these records should be maintained by the Hirer.
- Details of emergency contacts and medical needs for each participant (where parental responsibility is being assumed by the Hirer) are available during the letting
- Premises and resources are left in the condition in which they are provided. If any damages result from a letting, the Hirer will be invoiced accordingly for replacement/repair.
- Staff are suitably qualified and experienced and have undergone DBS checks if appropriate. It is the Hirer's responsibility to ensure DBS checks are in place.
- Procedures are in place to deal with issues which concern a child's safety and wellbeing, or if a Child Protection issue arises. If the activity is taking place during school hours, the Headteacher must be informed immediately. The necessary Child Protection and Safeguarding standards must be applied to all those supervising and assisting in the provision of the delivery of the activity.
- Staff are aware that they cannot offer guaranteed or unconditional confidentiality. If a child discloses any information relating to their own safety or that of any other young person, the Headteacher must be informed immediately.
- Adequate first aid provision is essential, the level of which is dependent on the activity and dependant on the activity and subject of a risk assessment.
- Hirers must ensure that equipment, materials, and consumables brought onto site, including electrical equipment, do not present unacceptable risks to users.
- Hazardous substances and materials must be suitably risk assessed in accordance with the statutory requirements (COSHH and Management regulations) and the necessary control measures put in place.

## Insurance

The School's public liability insurance policy will cover any claim for personal injury to a third party or damage to third party property that arises because of its negligence. It is a requirement that all hirers of School premises have public liability insurance cover of their own to cover claims arising through the hirer's negligence and they have an appropriate minimum limit of indemnity of be £5m.

The Hirer is responsible for indemnifying against injury to their staff and participants, loss and damage to any property occurring as a result of these activities. The Hirer must provide evidence of their Public Liability Insurance to the Business Manager prior to the letting.

## COVID Statement

Due to the Covid 19 pandemic the governors have agreed that the current risk assessment does not allow for lettings to re start until further notice.

Date agreed: .....

Signed Headteacher: .....

Signed Chair of Governors: .....

Date for review: October 2022

# Appendix 1 – Lettings Agreement

## Terms and Conditions of Hire and Use

By completing and signing these terms and conditions, the Hirer:

- Accepts and agrees to adhere to all aspects of the lettings policy, including these terms and conditions
- Accepts the responsibilities of the Hirer as laid out above on behalf of their organisation or event
- Accepts responsibility for ensuring that all attendees comply with all the terms and conditions contained within this policy
- Ensures that all personnel working with children have the appropriate checks e.g. DBS checks. Copies of these checks will be sent to the School Business Manager.
- All children will be supervised at all times
- Where necessary, any licenses required for public dancing, entertainment, or music must be strictly adhered to. It is the duty of the Hirer to ensure they understand and are able to comply with all such regulations and requirements
- The Hirer shall indemnify and keep indemnified the school and the Governing Body from and against all losses and damages arising as a result of the letting of the premises. The Hirer will pay the full cost of repair or replacement of any fixtures or fittings that become unserviceable or unsuitable for use through damage caused by any person attending the function, whether deliberate or otherwise
- All property brought on to the premises is done so at the sole risk of the owner. Neither the school nor the Governing Body will accept responsibility for any loss of or damage to any property owned by any person or organisation using the premises. Security arrangements are the responsibility of the Hirer.
- It is the responsibility of the Hirer to inform the Governing Body, in writing within 24 hours, of any person or persons sustaining injury or loss on the premises during the letting.
- The Hirer shall indemnify and keep indemnified the school and the Governing Body against any breach or infringement of copyright in relation to the performance of material or delivery of any work in which a copyright exists.
- Before the commencement of the let, the school will ensure that the Hirer is familiar with the location of emergency exits and fire alarms. It is the responsibility of the hirer to ensure that fire doors are kept clear and that the group is evacuated quickly in case of fire.
- No alterations to the premises maybe erected without the written permission of the Governing Body. Any authorised alterations must comply with all Health and Safety Regulations and must be removed at the expense of the Hirer. The preparation and dismantling of any alteration must be done outside of school hours.
- Any movement of furniture must be undertaken by the Hirer under the direction of the Site Agent. No furniture or apparatus is to be used without prior permission. The large PE equipment may only be used if a member of teaching staff is present. School Equipment may not be used unless previously specified in the lettings agreement. The wooden outdoor activity trail (“Trim Trail”) is excluded from this agreement.
- All lets must end at the designated time and school premises vacated within 30 minutes of the end of the let. All music and/or other noise M U S T cease promptly at the end of the period of the let.
- The Hirer will comply with all Health and Safety requirements mandated by the School.
- The Hirer must take out adequate Public Liability Insurance cover and provide evidence of this to the Business Manager.
- The Hirer is responsible for the behaviour of all persons organising or attending the function and in particular for leaving the site in a quiet and orderly fashion by the time stated in the letting agreement. They should communicate clear instructions relating to dropping off/picking up attendees that do not interfere with other areas of the school.

- The Hirer shall be liable for any costs incurred by the School, or any third party, resulting from any actions of any person organising or attending the event.
- A named contact person representing the Hirer must be made known to the Business Manager prior to the start of the event. All contact details must be completed on the Booking Form.
- Only personal guests or members of the private organisation hiring the school facilities may be admitted to a function or event.
- Smoking is not permitted within any of the school buildings or grounds.
- Cars are left in the car park at the owner's risk. No responsibility can be accepted by the school for loss or damage to vehicles. The Hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles. All vehicles must leave the school premises at the end of the letting.
- Only adults preparing food are permitted access to the kitchen, if kitchen facilities are included in the letting. Kitchen regulations must be adhered to at all times.
- Only those areas specified in the lettings agreement will be used during the period of hire. The Hirer must ensure that persons organising or attending the function remain in the area of the school that has been hired. For example, no one should be in the canopy area if the school field has been hired.
- A member of school staff (Site Agent, Headteacher or other key holder) will be responsible for locking the premises after use, but the hirer must ensure that the buildings are not left unlocked.
- It is the responsibility of the Hirer to ensure premises are left clean and tidy and in the same condition in which they were found. The Hirer will be liable for any costs incurred by the school for cleaning and caretaking if the premises are not left in the condition in which they were found.
- If any of the above terms and conditions are contravened, the Governing Body reserves the right to cancel this and future bookings, with no compensation or refund.

## Cancellation

### Cancellation by the Hirer

Where notification has been received via email/letter to the Business Manager at least 4 weeks prior to the date of the let, the letting fee will be refunded in full.

Where notification has been received with less than 4 weeks notice, no refund will be given.

### Cancellation by the School

The Governing Body reserves the right to cancel any booking without prior notice and without compensation or refund if:

1. It suspects that any of the terms and conditions of hire have been broken by the Hirer.
2. Any conditions of the policy have or are likely to be broken.
3. If any damage has been caused to the premises
4. Any breach of licensing conditions occur.

The Governing Body also reserves the right to cancel any letting if:

1. The school premises are required by any organisation or person who has a statutory right to use them
2. The School is closed or becomes closed.

In the event of cancellation by the School, the Governing Body will endeavour to inform the Hirer at the earliest possible opportunity although no guaranteed period of notice can be given. No compensation will be paid to the Hirer, although if appropriate any fees paid in respect of the letting will be refunded.

## Billing and Payments

Fees reflect maintenance, energy and caretaking costs. A minimum letting period of 1 hour must be booked.

Area	Per hour (minimum 1 hour letting)
Main Hall	£12.50 *
ICT Suite	£17.50 **
Classroom	£ 6.00
Library	£ 6.00
Grounds (Fields/Playgrounds)	£10.00

\* Adult activities are charged at £15 an hour

\*\* Additional fees may be incurred for high usage of printers.

Invoices for lettings should be paid in full 28 days prior to the date of letting or within 14 days of the invoice being issued. Invoices will be sent electronically so an up to date email address is essential for billing purposes. Failure to pay the invoice will result in the letting becoming void. The Governing Body may decide to grant credit to local bona fide charitable organisations where they are satisfied that they are credit worthy.

The Governing Body reserves the right to require a deposit over and above the hire charge as a surety against damage to the premises.

VAT will be applied to all transactions where this is appropriate.

Cheques are acceptable for payment but bank transfer is preferred.

An official receipt can be requested.

A discount of 10% per hour may be offered where more than 10 hours a week are booked for at least half at term.

Annual use of the site or buildings will attract a special rate calculated on a per booking basis.

## Complaints

Complaints from Hirers will be investigated by a representative of the Governing Body (normally the Headteacher/Business Manager) and a written response to the complainant within 10 working days.

Further correspondence regarding the complaint will be referred to the Buildings Committee. A special meeting of the committee may be held if the complaint needs urgent consideration. If the complaint is not resolved, it will be referred to the next full Governing Body meeting, following which the Chair will send a response to the Hirer.

Complaints from the school regarding the Hirer will be notified to the Hirer. The Hirer will be given the opportunity to rectify the cause. If there is no response from the Hirer within 10 working days, the Hirer will be notified in writing that the complaint must be addressed over the following 10 days or accept notice of termination of the letting agreement.

The Hirer has the right to appeal in writing to the Buildings Committee.

I agree these Terms and Conditions on behalf of the Hirer:

Signed ..... Name .....

Job Title ..... Organisation .....

Date .....

I agree these Terms and Conditions on behalf of Toddington St George C of E School:

Signed ..... Name .....

Job Title ..... Date .....

## Appendix 2 – Booking Form

This form is to be completed by the person responsible, on behalf of the hirers. It is understood that this person will be responsible for the payment of all charges relating to this booking and will ensure that all aspects of our lettings policy are adhered to at all times.

AREA/FACILITIES REQUIRED	TIME		DATES	TOTAL HOURS
	FROM	TO		

Named Contact
Name of Organisation
Address of Organisation
Email Contact Details
Phone Contact Details
Nature/purpose of letting
Will any copyright material be used ?
Estimated number of people to be present
Estimated number of children under 8 years to be present
Will all persons be members of the Organisation?
Will charges be made, if so how much and what for?
To what purpose will any proceeds be donated?
How many chairs will be required? Adult : Children :
How many tables will be required? Adult : Children :
Any other equipment required?

<b>FOR OFFICE USE ONLY :</b>									
DBS Information									
Insurance Information									
Cancellation costs									
Additional administration (amendments)									
	<b>Booking</b>			<b>Invoice</b>			<b>Payment</b>		
<b>Ref</b>	<b>Date</b>	<b>Ack</b>	<b>Amt</b>	<b>No.</b>	<b>Date</b>	<b>Amt</b>	<b>Ref</b>	<b>Date</b>	<b>Amt</b>

## Appendix 3 – Booking Acknowledgement

**(Invoice should be attached)**

With reference to your application to let Toddington St George C of E School premises dated \_\_\_\_\_ we are pleased to inform you that permission has been given to use the accommodation/facilities at our school, details as stated below. This permission is dependent on;

1. all terms and conditions stated in our School Letting Policy being met
2. the receipt of payment of any deposit required within \_\_\_\_ days of the date of this invoice, and;
3. the cost of your let (as stated below), being paid within \_\_\_\_ days of the date of this invoice.

AREA REQUIRED	TIME		DATES	TOTAL HOURS	COST PER HOUR	TOTAL COST
	FROM	TO				
DISCOUNT WHERE APPLICABLE						
RETURNABLE DEPOSIT WHERE APPLICABLE						
<b>TOTAL COST</b>						

Yours sincerely

Joanne Tillin

Business Manager

Our preferred method of payment is Bank Transfer to:

- Account Number 41298152
- Sort Code 60-07-08

All cheques should be made payable to Toddington St George C of E School and sent to the School.

