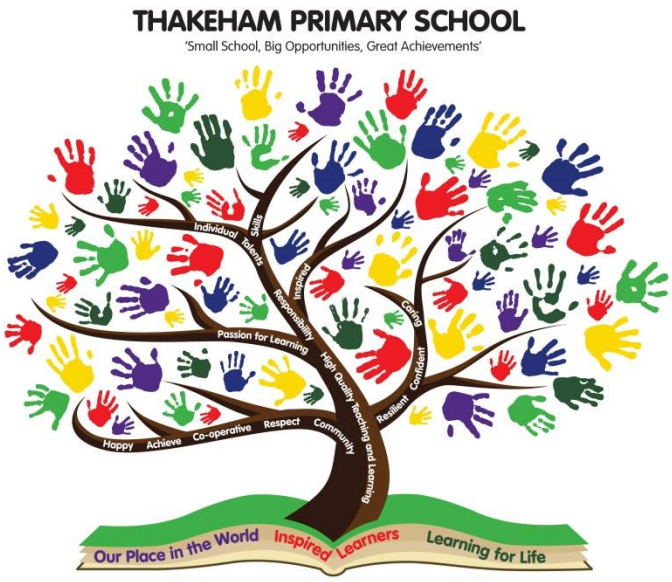


Lettings Policy

Thakeham Primary School

Date approved by Full Governing Body: 19.07.18

Review Date: July 2019

Signed

Headteacher: S. Norton

Chair of Governors:

School Vision

High quality learning and teaching are at the heart of our school. We nurture and celebrate each child's individual talents and skills to enable them to be happy, confident and resilient individuals with a passion for learning, inspired to achieve their very best. Through encouraging a strong sense of respect and responsibility, both within our local community and the wider world, we support our children to be co-operative, caring citizens for the future.

Aims

To provide facilities for the community and pupils before and after school hours and during selected holiday periods. Whilst lettings that benefit the children of the school will be encouraged at minimal income, the cost of letting the premises to outside organisations or individuals must cover all the costs involved and produce a reasonable margin for the school. Income derived from lettings will be retained by the school, and costs of lettings will be met from this income.

Delegated authority to approve lettings

1. The Headteacher is authorised to agree all lettings of the school premises
2. The School Business Manager undertakes the duties of arranging and monitoring the Lettings Policy

Refusal of permission

No hiring is permitted, which in the opinion of the Governors, is likely to:

- create any disturbance
- cause any inconvenience to residents, other Hirers, or staff at the school

Policy Statement

The school has priority use of its premises at all times.

Exceptions to letting fees are as follows:

- lettings to accommodate activities arranged and minuted by the PTA of Thakeham Primary School
- where the school is used as a polling station the relevant authority will be charged the scale fees set by them
- lettings for clubs funded by PE and Sports Premium Money for the benefit of Thakeham Primary School pupils

Conditions of Hire

(a) lettings must not interfere with the day to day running of the school
(b) those responsible for hiring of the school premises agree to take responsibility for the behaviour of all the people involved in their activity including those dropping off and collecting participants
(c) letting will only be approved if the activity is considered suitable for the school to host

(d) lettings must be approved by the Headteacher
(e) lettings must only take place within the specific area of the school hire
(f) lettings will have a latest finish time of 23.00 hours and specific restrictions may apply
(g) all lettings will be reviewed on an annual basis in June
(h) ensure that those responsible for hiring of the school premises, to run or deliver an activity that involves working with children under the auspices of the school, i.e. a before/after school/holiday club, must demonstrate to the school that ALL their staff hold a valid DBS certificate, are willing to attend Safeguarding training and or complete online training, reading of statutory documents as required and adhere to our Child Protection Policy, Health & Safety Policy, Site Security and Emergency Evacuation plans/policy and other related policies of which copies will be provided. Where eligibility criteria are met the hirer will be required to complete a Disqualification Under the Childcare Act form
(i) All hirers must hold an up to date relevant First Aid Certificate (and Paediatric First Aid certificate if the activity involves children under the age of 5) where the hirer plans to run a before/after school/holiday club
(j) Additional conditions are set out in Form SL1 (appendix 1)

Application for Hire

Form SL1 (appendix 1) includes an Application Form for Hire.

Responsibilities

The Governing Body shall jointly set letting charges in June each year. The governors shall take advice from the Headteacher and the School Business Manager in this regard.

All lettings (including the types of activities undertaken) shall be at the absolute discretion of the Headteacher.

The Headteacher shall require sight of any alcohol licence before relevant activities are undertaken by the hirer.

Except where determined by the Local Authority in respect of Polling Stations and Adult Education, the Headteacher will determine whether a letting is private, commercial or community.

The Governing Body shall approve lettings that require a rental licence or any renewal of such a licence. The Governing Body shall seek and have regard for the recommendations of the Headteacher in respect of such approval.

Hirers adhere to all the relevant policies provided.

Charges

The school has adopted the charges set out below for school lettings

Usage	Charge
For before and after school activities provided for the benefit of Thakeham Primary School Pupils	£10 per hour

For evening activities provided for the benefit of the community	£20 per hour
For weekend activities provided for the benefit of the community	£25 per hour
For holiday periods – Half Day 8am–1pm or 1pm-6pm	£50 per half day
For holiday period – Full day 8am – 6pm	£100 per day

Cancellation

Cancellation notices and fees are within the Conditions of Hire in Form SL1 (Appendix 1).

Appendix 1

CONDITIONS OF HIRE & APPLICATION FOR HIRE OF SCHOOL/COLLEGE PREMISES FORM SL1

Name of School: Thakeham Primary School

Name of Hirer: ……. ('the Hirer')

1. The School will provide the hirer with up-to-date H&S information needed for the period of hire. Guidance, for the school, is available on what information needs to be provided to the hirer. The guidance is located within the H&S A-Z (Hiring out your premises) on WSSfS.

2. The Hirer shall satisfy himself that the facilities to be hired are suitable for his purposes.

3. The use of the premises must not interfere with the proper working of the School/College or impair its efficiency.

4. The contract for the hire of the premises between the Hirer and the Governors of the School/College shall take effect only upon written acceptance of the application on behalf of the Governors being posted or handed to the Hirer.

5. The Hirer shall be advised of the hiring fees (and any insurance premium) either on completion of the application form (**Form SL1**) attached or on the written acceptance of the hiring and shall pay the hire fee within 7 days of the written acceptance.

6. In the event that the Hirer cancels the hiring, the following fees shall be repayable to the Hirer, less any expenses incurred, at the Governors' discretion:

not less than 42 days notice of cancellation	–	75% of fees
not less than 28 days notice of cancellation	–	50% of fees
less than 28 days notice of cancellation	–	no refund

7. The Hirer shall indemnify the Governors of Thakeham Primary School and the West Sussex County Council against all claims for damages, compensation and/or costs in respect of:

(i) bodily injury or illness to Third Parties, and/or

(ii) damage to Third Party property caused by or arising out of or being incidental to the Hirer's use of the premises (including car park and grounds).

8. The Hirer shall be responsible for loss or damage to the School/College premises and contents therein the property of the West Sussex County Council.

9. The Hirer shall obtain adequate insurance in respect of the liabilities and the loss or damage referred to respectively in Conditions 6 and 7 above. (See Appendix following Conditions of Hire for explanatory notes on insurance).

10. In order to obtain adequate insurance either from your own insurance source or if you wish to use the insurance provided through the school and West Sussex County Council (see appendix), you should ensure that you have an appropriate risk assessment of the activity you are going to undertake. The risk assessment should be attached to this application form.

11. The risk assessment does not have to be a detailed document, but it will need to provide information on what activity will take place on the school premises and in which rooms. There should be a simple plan of:
    - how are people going to get into the premises,
    - how will they be notified of an emergency and what they should do if an alarm is activated
    - information on what they can and can't do, where they can go and can't go etc.
    - appropriate control measures to deal with emergencies such as a nominated first aider, someone who remains able to take control if the there is an emergency and call the emergency services if needed

12. The Governors do NOT hold licences for (a) public dancing, music or any other public entertainment or (b) public performance of plays.

(The Hirer shall be responsible for obtaining any licence required from the District/Borough Council and shall produce the licence for inspection prior to the hiring date). The Hirer shall be responsible for complying with the terms of any such licence.

13. The Hirer shall be responsible for complying with the legislation relating to copyright in relation to the hiring and with the legislation relating to copyright in relation to the hiring and the requirements of the Performing Rights Society Limited and Phonographic Performance Limited concerning the performance

respectively of musical work and sound recordings on the premises. The Hirer indemnifies the County Council against any breach of this condition.

14. If the Hirer intends to apply for a Justices' Occasional Licence for the sale of intoxicating liquor then the written approval of the Governors shall first be obtained. The Hirer shall be responsible for ensuring compliance with the provisions of the Licensing Acts.

15. The Hirer shall be responsible for ensuring that any gaming or lottery, which takes place on the School/College premises, complies with the relevant legislation.

16. Use of the premises is limited to the accommodation hired and necessary facilities such as toilets. Car parking is permitted in designated areas on the School/College premises subject to availability.

17. Where permission is given for the use of kitchen areas, this will normally be limited to the use of ranges, hot cupboards and wash up sinks. The Hirer shall be responsible for the provision of crockery, glasses, cutlery and cleaning materials. Kitchens must be left in a clean and tidy condition for the preparation of the school meal on the following day. On no account may foodstuffs stored in kitchens be used by Hirers.

18. The Hirer is responsible for the preservation of good order during the hiring. The Hirer shall at all times provide an adequate number of stewards who shall be present throughout the hiring.

19. The Governors reserve the right to require the Caretaker/Premises Officer to be in attendance for the preservation of good order and safety and to recover from the Hirer any additional expenses incurred as a result of this condition.

20. The wearing of nailed or stiletto-heeled or other unsuitable footwear in indoor areas is prohibited.

21. No nails or screws shall be driven into the walls, floors, ceilings, furniture or fittings, and no placards shall be affixed to any part of the premises.

22. The laying of composition or other preparation on School/College floors is prohibited, without the prior written approval of the Governors.

23. Smoking on the site is prohibited.

24. School furniture (other than chairs in the hired accommodation) and equipment shall not be moved except by prior arrangement.

25. Any alteration or addition to the school lighting or electrical heating systems is strictly forbidden, except with the written consent of the Governors. Consent may be subject to conditions, which the Hirer will be required to observe.

26. If any special equipment is required, it must be clearly stated on the application form. An extra charge will be made for this service, and the School/College must be satisfied that a competent person will supervise the use of the equipment.

27. The Hirer will be responsible for providing any first aid facilities that he deems necessary in accordance with the Health and Safety (First Aid) Regulations 1981.

28. No function shall extend beyond the hiring period and the Hirer shall completely vacate the premises and grounds by that time, unless special arrangements have been agreed on behalf of the Governors.

29. After use, the Hirer must leave the premises in a clean and tidy condition, the Hirer's property removed, and all appliances switched off and lighting extinguished. The Governors reserve the right to recover from the Hirer any additional expenses incurred as a result of non-compliance with this condition.

30. The Governors reserve the right to cancel any hiring without notice if: -

    (i) the accommodation will, due to circumstances outside their control, be unavailable for the hire period, or

    (ii) the Hirer has failed to disclose material information concerning the proposed hiring, or

    (iii) there are reasonable grounds to conclude that the Conditions of Hire may be breached to a material extent.

In the event of (i) all hiring fees will be refunded to the Hirer, but the Governors shall have no further liability to the Hirer. In the event of (ii) and (iii) any refund of hiring fees shall be at the discretion of the Governors.

HIRER'S INSURANCE – INDEMNITY CLAUSE

A. INJURY TO PERSONS OR PROPERTY

1. The Hirer shall indemnify West Sussex County Council against all claims for damages, compensation and/or costs in respect of: -

    (i) bodily injury or illness to Third Parties, including the County Councils servants and agents or Governors and/or

    (ii) damage or loss to Third Party property caused by, or arising out of, or being incidental to the hirer's use of the premises.

2. The Hirer shall effect adequate insurance to cover this liability with a preferred minimum limit of indemnity of £10 million, although £5 million is acceptable subject to approval from the Litigation, Insurance and Risk Management Section at West Sussex County Council.

The Hirer shall effect adequate insurance to cover this liability: -

B. DAMAGE TO PREMISES AND EQUIPMENT

1. The Hirer shall be responsible for the loss of, or damage to the premises and contents therein, which is the property of West Sussex County Council, except when loss or damage to the premises or contents are as a result of the negligence of West Sussex County Council.

2. The Hirer shall effect adequate insurance in respect of such loss or damage.

Hirers who have no Public Liability Insurance, must as a condition of the proposed hiring, take out the Hirer's Insurance arranged by West Sussex County Council, (provided they

do not fall within the definition of the exclusions listed below) and the premium must be added to the hiring fee payable.

HIRERS INSURANCE

In accordance with the terms of hiring it is customary to require persons/organisations to accept responsibility for damage to the premises and its equipment and for Third Party claims involving injury to persons and/or damage to property.

Due to difficulties experienced by non-commercial hirers in arranging Public Liability Insurance with a Limit of Indemnity of £10 million, the County Council has arranged the following policy: -

WEST SUSSEX COUNTY COUNCIL – ON BEHALF OF NON-COMMERCIAL INDIVIDUALS AND ORGANISATIONS HIRING COUNTY COUNCIL SCHOOLS, COMMUNITY COLLEGES, EDUCATION CENTRES AND OTHER WEST SUSSEX COUNTY COUNCIL PROPERTIES

OPERATIVE CLAUSE

The indemnity will cover individual hirers for their legal liability for injury/illness to third parties and/or loss/damage to their property, and loss or damage to the premises and contents hired, including such liability that may be imposed on the hirer under the terms of the hiring agreement.

LIMITATIONS

For loss/damage caused other than by Fire or Explosion, cover is limited to £10,000 per hiring and is subject to an excess of £100.

Damage resulting from Fire or Explosion is limited to £10 million.

EXCLUSIONS

Political Meetings and Professional Entertainment Promotions.
Commercial or trade hiring.

PREMIUMS

The premium is charged at 9% of the basic hire charge, plus Insurance Premium Tax (IPT).

If a group is affiliated to the school or establishment they can obtain a special rate, details of which can be supplied by contacting the Litigation, Insurance and Risk Management Section at West Sussex County Council.

Name of School/College: Thakeham Primary School

Reference Number of Hiring ……

This form should be completed and returned to the School/College as soon as possible. If the application is accepted, a copy of the form will be returned to the Hirer.

1. **Name of Organisation:**. ……(The Hirer).

2. Name, address and telephone number of person responsible for organising the letting to whom all correspondence should be sent:

   ……

   ……

3. The Hirer applies to use the School/College premises on: ……(date)

   from …….. am/pm
   to …….. am/pm

   for the following purpose(s):

   (specify precise nature of proposed function and whether to be private or public)

4. Parts of Premises required:

   Please Note:
   The hiring will be confined to the use of the premises as set out above. If the Hirer wishes to use any other part of the premises, separate application must be made as early as possible.

5. Do you require the accommodation to be heated? **YES/NO**

   If heating is required, please state times: from …….. am/pm
   to …….. am/pm

6. Will there be a public entertainment or public performance of a play? **YES/NO**

7. Is it proposed to apply for a Justices' Occasional Licence for the function? **YES/NO**

8. Will use of the kitchen areas be required for preparing refreshments? **YES/NO**

   If YES, please supply details on an accompanying sheet.

9. Will the use of any special equipment be required? **YES/NO**

   If YES, please specify:

10. Any other special requirements? **YES/NO**
    e.g. seating arrangements, Caretaker/Premises Officer to be in attendance?

    If YES, please specify:

11. **Conditions of Hire and Indemnity.**

If the Hiring is agreed the Hirer undertakes and agrees:

(a) to pay the hiring fees and insurance premium totalling: **£** ……..

(If the charges are specified here, a cheque for the full amount must accompany this application. If the charges are not specified here, they will be notified if and when the hiring is approved and payment is due within 7 days of notification of approval).

(b) to comply with the Conditions of Hire including the indemnities set out in Conditions 6 and 7, and the insurance requirements in Condition 8.

HIRER

Please check that you have a copy of the Conditions of Hire

Dated: …… **Day** …… **Month** ……. **Year**

Signed: …….. **(I certify that I am over 18 years of age)**
(for and on behalf of the Organisation)

Please tick the box if the hirer's cover provided by West Sussex County Council's insurers is required ☐

If not, please supply a copy of your own insurance policy/broker's letter confirming comparable cover.