

STREATLEY PRIMARY SCHOOL

Lettings Policy

Document Control Information

Version	Date	Description of Changes
1	May 22	Adopted as it was from 2019.
2	Mar 23	Added damages clause under loss & damages and added key holder responsibilities under Rights of Access. Added appendix 1. Added comply with laws.
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Reviewed	May 2023
Responsibility	Headteacher
Committee	Finance and Staffing
Review Cycle	Annually
Next Review Date	May 2024
Signed	<i>L Roberts</i>

Aims of the policy

To maximise the use of the school's facilities for the benefit of the community and the school. Groups and individuals may hire designated areas of the school and grounds in accordance with the terms and conditions for hire as determined by the board of governors, and along West Berkshire Council (WBC) guidelines.

In this context the governors delegate lettings decisions to the Head Teacher and/or School Business Manager, with the necessary accounting and administrative procedures handled by the School Business Manager, in accordance with the financial regulations and contract standing orders of WBC.

The governors support the principle of the fullest possible use of the school buildings and grounds on the following conditions:

- it does not detract from the school's primary function of educating its pupils.
- use by the school must take priority but every effort will be made to minimise disruption to hirers.
- it does not have a negative impact on the school's budget unless it supports the school's aims.
- it is appropriate for school premises.
- there is no risk to school security.
- use must satisfy both WBC and Streatley CE Primary School Health and Safety policies. or
- that the intended use fully satisfies the school's obligations and statutory requirements under current Disability Discrimination and Equal Opportunities legislation.

Hirers Liability Form

A form is available from the School Business Manager and should be returned completed to the school office at least seven days prior to the hire (see appendix 1). Confirmation or otherwise of the proposed hire will be given as soon as possible following receipt of the hirer's liability form. Hirers are expected to comply fully with the detailed terms and conditions included in the hirer's liability form.

Responsible Person

- We require a responsible person to complete the Hirers Liability form and must be on the premises at all times during the period of the hire / letting.
- If the area being hired is out of school hours, then the hirer will need to have access to a mobile phone.
- In the event of an emergency, the hirer should ensure the school has access to a contact number for the responsible person.

Areas for hire

1. The school hall
2. The library
3. The playgrounds
4. The school field

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Timings of hire

- School facilities will be available during term time, Monday to Friday, generally from end of school day until 9pm.
- School facilities will be available during term time, Monday to Friday, 9:30am – 4pm for curriculum based activities such as music lessons. *ID checks, relevant qualifications and DBS certificates will need to be seen and recorded on the SCR for these hirers.*
- Weekend, late finish and out of term time lettings may be available subject to approval by the head teacher and the availability of a member of the school staff or the Governing Board prepared to take responsibility for the premises.

Risk Management and Insurance

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

The School Business Manager will ensure a hirer's liability form is completed. (Letting contracts can only be entered into with a named officer of the group, association, or club). The hirer (club, association, group etc.) is expected to provide its own public liability insurance, with cover of £5million.

The school does have third party public liability insurance in place and is provided by RPA.

Terms and Conditions

Charges

Charges will be set on an individual basis depending on each let and reviewed on an annual basis by the Finance & Staffing committee as delegated to them by the governing board. The following will be taken into account:

- groups using the school on a regular letting;
- single functions;
- weekend use (subject to the availability of a school representative to open and close the building and check there is no damage or cleaning required after the event); and
- relationship with the school (Streatley Pre School, FOSS etc.)

The school may at its discretion demand payment in full in advance, be it before or during the duration as stated in the Hirers Liability form.

Basic charges:

Term time, Monday – Friday 4pm – 9pm = **£12** per hour

Term time, Monday – Friday 9:30am – 4pm = **£25** per term for curriculum based enrichment.

Any other hire outside of the above timings to be discussed with the school.

Continued long term letting of out building = **£250** per annum

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Deposit

Discretion is used when deciding on a deposit. Factors such as who is hiring; how often they require the facilities; what the let / use of facilities is for; Is the hirer known to the school and how far in advance of the let is the booking being made are all taken into account.

In some circumstances, a deposit of 25% of the relevant charge will be required from hirers, in addition to the lettings charge. This is refundable after the event providing all terms of the let have been complied with, i.e. no damages, breakages or extra cleaning etc.

In the event of damage or theft to school property or equipment, or in the event that additional cleaning is required, an appropriate deduction will be made from the deposit. Should costs incurred exceed the deposit; a supplementary invoice will be raised.

Payment Terms

Hire charges must be paid in advance for one off events unless by prior agreement with the School Business Manager and confirmed in writing:

- for regular lettings during the school day, payment will be invoiced termly.
- for continued long term lettings and sole use; such as Pre-School, will be invoiced annually.

Payment

Cheques are to be made payable to WBDC Streatley School
BACS: 60-15-07 16295552 NatWest WBDC Streatley CE Primary School

Cancellations

Cancellations will require three clear days' notice; otherwise the hirer will be liable for the full hire charge.

Attendance

The Hirer shall be responsible for ensuring that the number of persons using the premises does not exceed that for which the application was made and approval given.

Public Safety

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the Hirer must adhere to the correct adult/child ratios at all times. The hirer shall be informed of the maximum number of attendees for each venue at the time of hire application.

Child Protection

Any organisation submitting a lettings request involving working with children and/or young people must submit to the school evidence that appropriate policies and procedures are in place with regard to safeguarding children and child protection and provide evidence to the school of criminal record checks relating to

all staff and others working closely with children. The Governing Body will ensure that there are arrangements in place to liaise with the school on these matters.

Furniture, Fitting and Equipment

- 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.
- The school will not provide materials, equipment, or musical instruments.
- An agreed quantity of tables and chairs can be provided free of charge and should be requested at time of booking.
- Use of the schools resources, including telephones and photocopiers, is not included in a letting arrangement unless expressly agreed at the time of the letting. It should not be assumed that the school office may be available during the time of the letting.

Hirer's Equipment

The hirer should state on the hire agreement any equipment they intend to bring into school. They are responsible for ensuring the suitability of the equipment and for ensuring that it is in good working order. Any electrical equipment brought by the Hirer onto the school site MUST have a certificate (Portable Appliance Test) of safety from a qualified electrical engineer. The intention to use any electrical equipment must also be notified on the form. Any of the hirer's own equipment should be brought into / removed from school within the time of the letting.

Cleaning

- The school will ensure that the area to be hired is in a clean and tidy condition before the hire commences. The hirer will be expected to leave the area in the same condition.
- Setting up and clearing up times are to be included in the hiring time.
- Hirers are responsible for the removal of any rubbish/waste incurred during the hire.
- If the area used by the hirer requires cleaning and incurs charges for the school, then the hirer will be liable to pay these additional costs.

First Aid

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, which may include the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. It is recommended that the hirer has access to a mobile phone at all times throughout the letting to cover any emergency event.

Fire or emergency procedures

- If the fire alarm sounds, exit the building via the nearest exit, not necessarily the door you came in through.
- The fire assembly point is on the school field at the front of the school.
- If you need to raise the fire alarm, use any red call point located near exits around the building.

- In the event of an emergency, such as flooding, fire or serious injury caused by the school premises, please inform / call the number given to you on the day of hire.
- Should you discover a hazard in regard to the school premises and or any equipment, please inform the School Business Manager on sfinance@sps.wberks.sch.uk.

Toilet facilities

Access to toilets will be included as part of the hire arrangements.

Entertainment licence

Some events and functions may require a Public Entertainment Licence. WBC department of Public Protection is responsible for providing these, and can offer guidance on capacity, health and safety restrictions etc.

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

Food and drink

We are a nut free school, please do not bring seeds or nuts on to the premises. Food or drink may be prepared or consumed on the property with the direct permission of the school, in line with current food hygiene regulations. Requests should be added to the form in advance.

Kitchen Facilities

Generally, the school kitchen will not be included in the hire. If you require use of the school kitchen, please ask at the time of booking and this will be at the discretion of the headteacher and subject to food safety and hygiene qualifications.

Smoking

No smoking is permitted anywhere on site.

Dogs

No dogs are permitted anywhere on site.

Noise

The school will require to be satisfied that hirers will make every effort to minimise any possible inconvenience to local residents (loud music, car movement etc.). School premises must be vacated by midnight latest, and to facilitate this any music or other noise should cease well before that time.

In any event all hirers and their guests will be expected to respect the rights of residents living in the immediate vicinity of the school, by entering and leaving the premises in a quiet and orderly manner.

Priority of Use

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

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Loss or damages

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;
- 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

Subject to availability, the Hirer and other adults/visitors involved/attending the letting may use the school car parking facilities. Neither the school or the Local Authority will accept any responsibility in terms of damage, theft or loss of any car left on site during the hire period.

Sub-letting

The Hirer shall not sub-let the premises to another person.

Right of Access

The school reserves the right of access to the premises during any letting. The Headteacher, responsible school employee or members of the Governing Body, may attend to monitor activities from time to time.

If the hirer has been trained to access the school independently, it is their responsibility to:

- a. Unlock and lock up the premises before and after the event
- b. Turn the alarm on and off before and after the event
- c. Check areas used are secure before exiting the building

The agreement to allow a hirer to independently access the school is made at the school's discretion. Only hirers trained by the Head Teacher / School Business Manager are allowed to access the building independently and no other person is allowed to be shown or given codes by the hirer (named person/s in Bookings Form).

Any hirer given access fobs and keys will sign a document stating their responsibilities with regards to the safe keeping of stated items (see appendix 2). Should the hirer lose fobs or keys they must report to the school office immediately.

The hirer may be responsible for any cost incurred to the school for replacements or admin time, including a member of staff having to come in to unlock/lockup.

Appendix 1.



Hirer's Liability Form

Streatley CE Primary School

Contract for the Hire of School Accommodation and Equipment by Individuals, Firms and Companies.

Contracts are not entered into with a club. If a hiring is required on behalf of a club, the Contracting Parties shall be the School and an officer of the Club and the Hirer shall be liable to the School for all debts that shall arise under this Agreement.

In consideration of _____ School agreeing to let me.

Name: _____

Address: _____

Post Code: _____ Telephone No: _____

Occupation: _____

the following accommodation (state your requirements - rooms / hall / accommodation / etc):

for the purpose of (state purpose of letting):

on (insert date(s)):

from (insert times): _____ to _____ in accordance with the School's letting policy, conditions of hire and scale of charges.

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I hereby agree:

1. To hire and use the said accommodation/equipment in accordance with the School's letting policy and conditions and charges which I confirm that I have seen and read.
2. That the School may at its discretion demand full payment of its charges or part thereof in advance be it before or during the duration of this Agreement whereupon I shall pay the School's charges on demand.
3. That I have read and understood and shall observe and fulfil all the following Conditions:
 - a) I agree that all requirements relevant to the letting will be complied with including obtaining any necessary licence (e.g. for the sale of intoxicating liquor) and that all personnel employed by the Hirer or involved with the activity concerned will be advised of these conditions.
 - b) Three clear days' notice is required in the event of the need to cancel a booking. If due notice is not given I will be required to pay the full hire charge.
 - c) VAT may be applicable in certain circumstances and for certain lettings. I have enquired at the time of booking whether VAT is payable.
 - d) I will ensure that a responsible person will be present on the premises at all times during the period for the letting.
 - e) I accept full responsibility for the damages to or theft of the School's and West Berkshire District Council's property occurring during the period for which the premises are hired.
 - f) Any cleaning undertaken which, in the opinion of the officers of the School, occurs as a result of the hiring and outside the scope of the agreed hire charge, will be charged to me at the appropriate rate.
 - g) The School and West Berkshire District Council accepts no responsibility whatsoever and howsoever caused, for the loss of personal property brought into or left in the premises during the letting.
 - h) If I discover a hazard in regard to access to School premises or the equipment to be used, I shall take action to make the School's representative aware of the hazard.
 - i) I agree that no equipment will be used without the prior approval of the Headteacher of the School or the School's representative, as the case may be, and that the installation of my equipment will be carried out by competent personnel.
 - j) I accept that I should familiarise myself with the position of telephones, escape routes, fire alarms and fire fighting equipment.

Notices regarding the procedures in relation to action in the event of fire will also be studied and the information passed on by me to the users and any other person concerned.

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k) I shall indemnify the School and West Berkshire District Council against all claims, costs, demands, expenses, actions or liabilities howsoever caused, arising from the use of the premises including, where appropriate, from the use of the swimming pool by myself apart from claims and actions arising through the negligence of West Berkshire District Council, it's servants or agent, the School or it's governing body.

Signature of Hirer (Where Hirer is an individual):

OR

Authorised Signatory (Where Hirer is a firm or company):

Position:

Date:

Witnessed by:

 Name of Witness:

Address of Witness:

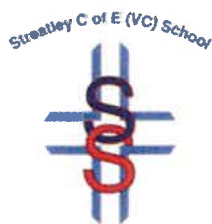
Postcode:

Occupation:

The account in respect of payment for the hire of the said accommodation/equipment should be forwarded to:

If the Hirer is a firm, this agreement must be signed by a partner of the firm. If the applicant is a limited company this Agreement must be signed by a director or the secretary of the company. This form to be returned to the School concerned at least 7 days before the proposed date of letting.

Appendix 2



The Coombe, Streatley, Reading, RG8 9QL

Headteacher : Miss Lesley Roberts

T. 01491 872399

F. 01491 874372

E. office@sps.w-berks.sch.uk

W. www.streatleyprimary.co.uk

[Date]

Fob / Keys

I have received the following:

- External main door Key
- Internal door Key
- Fob
- Alarm code [Code]

I understand that if I should lose these keys/fob issued to me on the above date, I must report the loss immediately to the school office.

I also understand that I am fully responsible for returning these keys and fob in my care to the school office, when the contract expires or on request by the Headteacher.

Signed:

Issued by:

[Name]

[Position]

Streatley CE Primary School

Received:

[Name]

[Position]

[Company/Contractor]

