## Crestwood Park Primary School



# **Lettings Policy**

Policy for the attention of				
Audience	Key Audience	Optional Audience	Additional/Notes	
Senior Leadership Team	X			
Teachers		Х		
Teaching Assistants		Х		
Administrative Staff	Х			
Curriculum support		Х		
Lunchtime Supervisors		Х		
Site Manager	Х			
Cleaners		Х		
Governors	Х			
Parents		Х		
Website	X			
Local Authority		Х		

Responsibility of	Resources Committee
Review frequency	Annually
This version agreed	April 2024
Next review date	April 2025

## Lettings Policy

#### Use of School Premises for Non-School Activities- Keeping Children Safe

Where the governing body hires or rents out school facilities/premises to organisations or individuals (for example to community groups, sports associations, and service providers to run community or extra-curricular activities) they will ensure that appropriate arrangements are in place to keep children safe.

When services or activities are provided by the governing body, under the direct supervision or management of school staff, our own arrangements for child protection will apply. However, where services or activities are provided separately by another body this is not necessarily the case. In this instance, the governing body will seek assurance that the body concerned has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed); and ensure that there are arrangements in place to liaise with the school on these matters where appropriate.

The governing body will also ensure safeguarding requirements are included in any transfer of control agreement (i.e. lease or hire agreement), as a condition of use and occupation of the premises; and that failure to comply with this would lead to termination of the agreement.

Charges for hiring the School premises are as follows:

## 1. Lettings Charging Structure

## Suggested Lettings rate:

Location	Weekdays – per hour	Saturdays – per hour	Daily/ Weekly
Hall	£30		
	(Subsidised for children's	£35.00	Please enquire
	groups such as brownies/		with school
	scouts etc.)		
Classroom	£10.00	£15.00	
Field	£15.00	£20.00	

A concession charge off the standard rate may be applied to lettings which are of a voluntary or community nature and are non-profit making organisations. For charges for daily/weekly lettings please enquire with the school.

HSA and Lapwood Lambs events will not incur any lettings fees. The cost of such use, based on the hire charges, is small in relation to the finance raised which is provided for the use of the school.

#### 2. General Terms

- Minimum hire is 2 hours (children's groups such as scouts/ brownies exceptions may be made)
- Charges will be reviewed annually to take effect from 1<sup>st</sup> September
- Lettings in hall and classrooms are inclusive of toilet facilities
- Hirers of hall please note that use of a classroom will incur the relevant extra charge
- Bookings are taken for term-time only (unless agreed by the Head Teacher)
- Term-time bookings may not start until after 4:30pm in the hall to allow for school based activities. Any exceptions to this must be with prior agreement of the Head Teacher.
- All lettings must vacate the school premises at the agreed time to avoid additional hourly rate payment.
- The school must be vacated by 10pm at the latest.

#### 3. Responsibility

- The Person named in the Application Form (see appendix 1) hereto shall be the Hirer and will be personally responsible for ensuring that these conditions are complied with in all respects.
- The premises to be hired are those detailed in the Application Form.
- The Hirer must ensure that he/she or some other person authorised in writing by him/her is present throughout the period of hire and must ensure that the premises are used only for the purpose stated in the

Application form hereto.

- The Hirer or other authorised person must remain at the premises until they are secured by the Site Manager or Head Teacher.
- The Hirer must ensure that any licences required for the purpose of hire are obtained from the relevant authority and that the premises are not used for any activities that require a licence unless the appropriate licence has been obtained. These licences must be seen by the School prior to any hire taking place.
- The school and its agents shall be allowed access to any part of the premises at any time.
- The Hirer agrees to compensate the school against any damage caused during the period of hire or as a result of any theft or any breach of this agreement to the building or to any apparatus or appliances belonging to the school.
- The Hirer must ensure that the firefighting and detection apparatus on the premises are not interfered with. If a fire is detected the fire alarm can be activated by breaking a fire alarm call point and the emergency services should be called. Out of normal school hours, this should be done on the Hirer's own mobile phone. During school hours this will be done from the school office, if accessible, by dialling 9 then 999.
- The Hirer must ensure that at no time during the period of hire is any emergency exit from the premises locked or obstructed.
- The Hirer must ensure that all persons using the premises for the purpose of the hire are aware of the site's fire appliances and emergency exits.
- The Hirer must take all reasonable precautions for the prevention of accidents or injury to any persons on the premises during the period of hire.
- The Hirer should provide their own first aid kits.

## 4. Termination

In the event of any breach of any of these conditions or in the event of any misstatement or material omission in the Application Form whenever discovered, the hiring may be cancelled forthwith at the absolute discretion of the school, without liability to the Hirer or any other person and any deposit or hire charge already paid will be lost by the Hirer.

## 5. Conditions of Letting

## General

- a) Where extra cleaning or moving of furniture is necessary with a letting, a separate account will be rendered.
- b) The meeting or function shall close not later than 10pm unless special permission has been obtained beforehand.
- c) In the event of the cancellation of a booking by the Hirer no monies already paid shall be refunded.
- d) The Head Teacher is responsible for deciding whether or not the Site Manager is required to be on site for the full period of the letting.

- e) Detailed arrangements for the use of the premises shall be made by the organiser with the School Business Manager.
- f) When school premises are let on a regular basis, any abuse or privilege on the part of the lessee(s) will lead to immediate cancellation of the letting, and retention of any monies paid.
- g) Continuous tenancies will be terminable by written notice of one calendar month on either side.
- h) Sub-letting is forbidden.
- i) The letting form must show the actual period of the letting to include time for preparation and for clearing up afterwards, it is essential that the times of entry and departure are strictly observed.
- j) The school will not be responsible or liable for any damage to or loss of property, articles or objects placed or left on the premises by the Hirer or any person and the Hirer hereby indemnifies the School in that respect.
- k) Key contact details must be provided to school prior to the letting start date.

Alcohol is not permitted on the premises and grounds.

Smoking and e-cigarettes are not allowed anywhere on the premises

#### and grounds.

Gambling is not permitted on the premises and grounds.

#### Safeguarding

Lettings will not be made to persons under the age of 18 or to any organisation or group or individual with an unlawful or extremist background to anybody to whom the school does not wish to hire premises.

Hirers must have policies and procedures in place to ensure children's safety and must provide evidence of these to the school if applicable, and as required e.g. safeguarding policy; DBS checks.

#### Insurance

'All Hirer's of school premises are required, as part of the letting conditions, to have their own public liability insurance to cover any legal liabilities arising from their hire of the school premises and arising from any activities they may undertake during the period of the hire.'

#### Risk Management & Insurance Section, Dudley MBC

A copy of the policy should be supplied to the School before the letting if requested.

## **Public Entertainment**

- a) The organiser shall be responsible for the prevention of overcrowding, such as to endanger public safety and for keeping clear all gangways, passages and exits.
- b) Where the school buildings are required for concerts, optical projection, music, film or drama, the organiser must guarantee that:

- i) Permission has been obtained, where necessary from copyright holders for the public performance of plays, music, songs, gramophone records etc.
- ii) The requirements of the Licensing Authorities where necessary have been met.
- iii) Where necessary, licences for performance by children have been obtained in accordance with the provisions of the Children and Young Persons Act 1993.
- iv) No play shall be performed or film shown which is any way offensive to public feeling, or detrimental to the public interest.
- v) In the case of film shows only non-inflammable films are used, and that adequate fire extinguishers are provided by the organisers.

**Portable electrical equipment –** a safety certificate confirming that any equipment brought on site has been tested must be completed.

## Before leaving

- a) School premises must be left in a clean and tidy condition ready for reopening at the usual time of the next school session.
- b) Floors shall not be treated in such a way as to render them dangerous for school purposes.

#### Parking

The parking of motorcycles, cars or other vehicles on school premises for the duration of the letting is available. Permissible due care and attention must be maintained when parking vehicles. Vehicles are left at the owner's risk.

#### Site Manager

The Site Manager and/or Head Teacher will be responsible for opening rooms for the lettings, and for locking up the School after the letting is over.

The Site Manager will ensure the Hirer is familiar with evacuation procedures and where fire extinguishers are kept.

No payment for the Site Manager's services may be made direct to the Site Manager by the person(s) using the premises.

#### Review

The Governors will review the lettings policy on an annual basis.

## Appendix – Form to complete: Hiring Form



## Crestwood Park Primary School APPLICATION FOR HIRE OF SCHOOL PREMISES

Hirer's Name:	
Organisation:	
Address:	
Contact No:	
Purpose of Hiring:	
Date(s) required:	
Time Required:	
Accommodation required: (please tick)	Hall Classroom Fields
Further Details (please delete):	There will/will not be a charge for admission

I confirm that I have read and agree to adhere to all terms and conditions of the Crestwood Park School Lettings Policy.

I confirm that I have provided School with the necessary Safeguarding and Insurance documentation.

Office Use: Documents seen - YES / NO

Signed.....Print:....

Position in Organisation...... Date......

The personal information collected in this form will be processed in line with the Data Protection Act 2018 and the Crestwood Park Primary Privacy Notice. To find out more about how we process your personal data, please see Our Privacy Notice for Hiring School Premises by the following link on the school website: https://crestwoodpark.sch.life/Page/Detail/policies-and-procedures