

Donnington Wood Infant School & Nursery



Lettings Policy 2022-23

Date of Policy Creation	May 2022	Named Responsibility	Headteacher – Mrs C Boddy
Date of review completion	July 2022	Named Responsibility	Governing Body
Inception of new Policy	July 2022	Named Responsibility	Governing Body
Date of Policy Adoption by Governing Body	July 2022		

1. Introduction

The Governing Body recognises the role of the school within the community and welcomes the use of the school's premises for a variety of community purposes.

Use of the school premises by the school, or on behalf of the school, is not subject to the charging elements of this policy.

Definition of a Hiring

A hiring may be defined as:

'any use of the premises by either a community group or a commercial organisation, regardless of whether a hiring fee is charged'.

It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

Spaces for Hire

Currently the following spaces are available for hire between 8:30 am and 4:00 pm –

- The Hub (meeting room with capacity for 10 at tables or 20 seated)
- The Hub kitchen (table to seat 6 and small carpeted area for play or practical activity)

Charges for a Hiring

The Governing Body is responsible for setting the charges for the hiring of the school premises. The charge will vary according to the category of the letting as laid out in Appendix A. Charges are reviewed on an annual basis by the Governors' Finance Committee.

2. Applying to use the school

Application to use the school premises should be submitted to the School Administration Team at least two weeks before the first day of the proposed letting. The person signing the application form will be considered to be the hirer.

Bookings can only be processed when the school is open (i.e during term time). If the Headteacher has any concern about the appropriateness of a particular request for a letting, she will consult with the Chair of the Finance Committee, who has the authority to determine the issue on behalf of the Governing Body.

The Governing Body has the right to refuse an application and no letting should be regarded as 'booked' until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed in writing. The name of the school should not be associated with any booking without the written approval of the Headteacher.

3. Hire agreement

Once a hiring has been approved, a letter will be sent to the hirer, confirming the details of the letting, along with a copy of the terms and conditions and the hire agreement. The hire agreement must be signed and returned to the school before the hiring can take place. It should be signed by a named individual and the agreement should be in their name, giving their permanent private address or in the case of a company that company's registered address.

The hire agreement (with the terms and conditions of hire of the school premises attached thereto) will be signed in duplicate by the hirer and the Headteacher on behalf of the Governing Body.

The named individual applying to hire the premises will be invoiced in advance for the cost of the letting. Payment must be made prior to the use of the premises. If this is not paid the school reserves the right to cancel the booking.

Long term lettings can be paid in instalments in agreement with the Headteacher/School Finance Administrator.

All hiring fees will be paid into the school's School Fund account pending being transferred to the school's bank account to offset the costs of services, staffing etc.

Termination of Hire Agreement

The Head, or the Chair of the Governing Body, has the immediate power to terminate any hire agreement relating to the hire of the school premises, in accordance with the terms and conditions of the agreement attached, or where the hiring of the premises by a given individual or organisation places the school's reputation at risk.

4. Complaints

Any complaints arising from a hiring agreement will be dealt with using the school's complaints procedure, a copy of which is available on the school website.

Donnington Wood Infant School and Nursery

TERMS AND CONDITIONS OF HIRE OF THE SCHOOL PREMISES

These terms and conditions must be complied with. The “hirer” shall be the named individual on the hire agreement and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

The hirer shall comply with any rules and regulations which the Governing Body shall make from time to time.

1. Status of the hirer

Lettings will not be made to persons under the age of 21, or to any organisation or group with an unlawful or extremist background. (See 1.2).

The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

The school reserves the right to obtain references from employers and / or previous lettings premises to ensure the status of the hirer is as stated at the time of booking.

Any change in the status of the hirer which may adversely affect the school’s reputation may result in the termination of the agreement. This can include (but not exclusively), dishonest conduct, change in DBS circumstances, police caution or charge, complaints from surrounding buildings during the letting time.

The hirer shall not sub-let the premises, underlet or share possession with any other parties.

2 Disclosure and Barring Service (DBS) checks

It may be necessary for the hirer to undergo a criminal records check via the disclosure barring service if a particular letting involves contact with children and young people. It is the responsibility of the hirer, as advised by the School Administrator, to demonstrate that they have complied with the DBS Code of Practice and any relevant Safeguarding requirements. A copy of the DBS for the event organiser will be requested for lettings involving children under the age of 18. A copy of the school’s Child Protection and Safeguarding policy will be given to all hirers for lettings involving children under the age of 18.

When there is a requirement for DBS checks to be undertaken, the hirer must keep appropriate records for all adults in line with the DBS Code of Practice and report to the school any safeguarding concerns which may arise. The hirer will be required to provide evidence that DBS checks have been carried out for all relevant adults on request.

Should there be any change, or potential change to a hirer’s DBS status, it is their responsibility to self-disclose this information to the Headteacher. Failure to disclose this will result in the immediate termination of the contract. Following any self-disclosure the Headteacher and Chair of Governors reserves the right to suspend or terminate the letting agreement at their discretion to ensure the safety and wellbeing of all concerned.

3. Indemnity and insurance

The hirer will be responsible for ensuring the group has adequate insurance appropriate to the activities organised.

- a) The hirer will be entirely responsible for the proper use of facilities and must take all reasonable precautions to ensure that there is no damage to the fabric of the building, furniture and fittings or any school equipment.

- b) The hirer shall indemnify the Local Authority, and school, when signing the application form against any claim for bodily injury or loss / damage to property (real or personal) whether belonging to the LA (or school) or to any other person if the said loss, damage or injury is either caused by the negligence of the hirer or by the negligence of any other person using the premises hired with the permission of the hirer.
- c) The effect of (a) is that the hirer will be liable to indemnify the Local Authority (and school) for any damage which is caused when the premises are being used for a function for which they are let. However, it is only operative if the damage etc is caused by the negligence of the user or any other person using the premises

4. Charges and Cancellations

The hirer acknowledges that the charges are as set out in Appendix A including any review arrangements specified.

The Governing Body may cancel without notice any letting for which payment has not been received. This may be a single event or, for multiple lettings, the first in the series for which payment has not been received.

The letting may be cancelled by the hirer, provided that in each circumstance at least 2 days notice is given. Cancellations made less than 2 days before the event date will be charged in full. Any deposit or money paid will not be refunded.

The Governing Body may cancel a letting giving 2 days notice. In such circumstances any deposit or other payment received for the cancelled event will be refunded. In exceptional circumstances where the requirements of a school activity necessitates the cancellation of an event with less than 2 days notice the Governing Body may offer alternative accommodation and a full refund.

The Governing Body will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the Governing Body of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees or others, inclement weather, failure of electricity/gas supply, health and safety issues relating to factors beyond the control of the Governing Body). The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the hirer.

Notification of any cancellation shall be in writing and may be by email, fax or recorded delivery letter.

Where the premises are not left in their original condition the hirer will be responsible for paying any costs associated with full re-instatement.

Payments are to be made at least monthly in advance of the letting. Non-payment will result in the immediate termination of the letting.

5. Statutory requirements

The hirer must not do anything or permit any action which would, or might, constitute an illegal or immoral activity affecting the school premises or which would, or might, invalidate in whole or in part any insurance effected in respect of the premises from time to time.

6. Licences and permissions

The hirer shall be responsible for obtaining any public licences necessary in connection with the booking and should confirm with the school the licences they hold. Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premises Licence authorising entertainment, or by applying for a Temporary Event Notice. The hirer must obtain a Temporary Event Notice from the local

Licensing Authority. The requirement is for the notice to be received by the Licensing Authority and the Police a minimum of 10 working days before the planned event but not including the day of the delivery of the notice or the day of the event.

It is the responsibility of any hirer to ensure that all copyright licences have been obtained to cover planned activities.

CONDITIONS OF USE

The hirer will be responsible for the proper use of the school facilities. The hirer must take all reasonable precautions to ensure that

- the premises are left in the same condition they are found
- there is no damage to the fabric of the building, furniture and fittings or school equipment
- any damage to the premises and property is made good
- any furniture or equipment moved is returned to its original position.
- the site is clear and tidy before exit and no rubbish is left behind.

It is the hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

Site security

Entrance to the school will be via the main entrance. For security reasons the rooms will only be available for hire between 8:30am and 4:00pm. School keys will not be available to the hirer.

Hirers will be asked to sign in on arrival, on behalf of their group. The hirer is responsible for ensuring that the members of their group know what to do in the event of an emergency and they should keep a register of persons present so that there is a check list to account for all those on site.

Hirers must inform unauthorised users that they should leave the site. If they are uncooperative please inform the school or phone the police. The school will not tolerate offensive or aggressive behaviour in any form.

For security reasons, the hirer will not have access to the school telephone. Hirers are urged to ensure a mobile telephone is available for use in an emergency.

Animals, other than registered Assistance Dogs, are not permitted anywhere on the school premises. This is on the grounds of health and safety.

The hirer shall ensure that the premises are vacated promptly at the end of the hiring session. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

Furniture and Fittings

The hirer must use only the area of the building hired and must observe any instructions given by the school concerning the area available.

Furniture or fittings shall not be removed or interfered with in any way. Any furniture or equipment moved by the hirer should be returned to its original position at the end of each session, undamaged and clean. 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. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any reparation required. The school reserves the right to pass on to the hirer any costs incurred in making good damage caused during a letting.

Toilet Facilities

Access to the school's designated toilet facilities is included as part of the hire arrangements.

Smoking

Smoking and vaping are not permitted in any part of the school premises. This includes all of the school grounds.

First Aid

It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel if required. There is no legal requirement for the school to provide first aid facilities and use of the school's resources is not permitted.

Accidents, incidents or near misses

Any accidents, incidents or near misses must be reported to the school office as soon as possible. The School Administrator will provide any relevant paperwork which will need to be completed by the hirer and returned to the school office within 48 hours. A review of the risk assessment will be required. If the hirer has produced a risk assessment then the hirer is responsible for undertaking the review and informing the school of any findings that may be relevant. The school is NOT responsible for undertaking risk assessment for hirer's activity(ies).

Equipment

Specialist equipment is not generally available eg Clevertouch Screens, TV & video equipment, unless special arrangements have been made.

Any precautions required to ensure the users' safety when using equipment are the responsibility of the hirer. This includes, for example, the provision of information and training in the use of equipment. In all cases the hirer must ensure that risks associated with the activity are properly controlled throughout the hire period and that the premises are returned to the control of the school in a clean and satisfactory condition.

The intention to use any electrical equipment must be notified on the hire application form. The Governing Body disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment. All mains powered electrical equipment brought onto the premises must be safe, and evidence may be required that it has a valid test and inspection certificate (the certificate should be less than one year old for earthed equipment, or less than 4 years old for double insulated equipment). Lower voltage equipment must also be safe and in good condition.

The written permission of the School Administrator must be obtained before goods or equipment are left or stored on the premises. The school accepts no responsibility for items left on the premises.

Loss of Property

The Governing Body cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required.

Food and Drink (including alcohol)

No nuts or food containing nut products should be brought onto the school premises. No food may be prepared on the property without the direct permission of the School Administrator in line with current food hygiene regulations. Where food is served it must be pre-packaged.

Drinks may be served and a kettle and washing-up facilities are available on request.

NO alcohol may brought on to, consumed or sold on the premises at any time.

Car Parking

Car Parking is available on site in the Children's Centre car park (accessed through the lower staff parking area).

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the school. All vehicles are parked at their owner's risk. The hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. Users of the school should avoid undue noise on arrival and departure.

Betting, Gaming and Lotteries

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

Nuisance/Disturbance

Hirers and organisers of events in or at the school premises are responsible for ensuring that the noise level of their letting does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

The hirer must dispose of any rubbish or waste materials themselves. The school bins are not to be used.

Health & Safety

All conditions attached to the granting of any licences, and the school's health and safety policy shall be strictly observed. A copy of the policy is available from the school website. The hirer must be advised that they cannot rely on the school's risk assessments for any activities carried out during the letting and must complete their own risk assessments, a copy of which must be held by the school.

The hirer will report any issues of health and safety or damages with the premises or equipment to the school immediately.

Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- a) obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times;
- b) the emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes;
- c) fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose;
- d) the hirer is responsible for familiarising him/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available.
- e) the hirer is responsible for communicating the information in (d) above to anyone attending the event or activity;
- f) highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc) shall be undertaken or erected without the consent of the School Administrator;
- g) no unauthorised heating appliances shall be used on the premises;

h) adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities

Fire Safety and Evacuation

The Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be recorded by the School Administrator.

If the building is staffed: The member of staff on duty will undertake the duties of Fire Warden and will be responsible for ensuring that the premise is safely evacuated. However, it is not physically possible for one person to check the whole building and those hiring any part of the Hub will be responsible for the safe evacuation of all members of their group and for reporting to the member of staff on duty that all members are accounted for.

APPENDIX A

Charges for 2022-23

½ day = 8:30 – 12 OR 12:30 – 4:00

full day = 8:30 - 4:00

- No charge when the letting is part of the normal activity of the school eg Family Learning, Child Protection meetings

- Organisation or individual connected to school / Local Authority
 - ½ day £25
 - Full day (7 ½ hours) £40

- External organisation eg for training beyond our staff
 - ½ day £60
 - Full day (7 ½ hours) £110