

Date: May 2015
Review Date: July 2016
Governor Responsible: Finance and Premises committee

1. Introduction

The school welcomes the opportunity to work with organisations/individuals in extending the range of opportunities to help children and young people achieve their full potential by engaging with services meeting the wider needs of children, young people, families and the local community. The Headteacher acknowledges that extended services, including community services, support and compliment the main teaching and learning activity within the school and contribute towards raising standards.

2. Definition of a Letting

A letting may be defined as *“any use of the school premises (buildings and grounds) by either a community group, individuals, or a commercial organization”*.

A letting must not interfere with the main activity of the school, which is to provide a high quality teaching and learning environment for all its pupils.

Lease arrangements and Partnership Agreements will be agreed at the discretion of the Headteacher.

Use of the premises for activities such as staff meetings, parents’ meetings, Governor meetings, out of school hours learning, clubs run by staff for free, study support activities or any other extended services which support the raising of attainment and achievement, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school’s delegated budget. Events to promote school awareness and in line with the school ethos as defined in school ethos statement may be subject to a discount and should be discussed with the School.

3. Charges for a Letting

The Governing Body is responsible for setting charges for the letting of the school premises. A charge may be levied in order to cover the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) - including “on-costs”;
- Cost of administration;
- Cost of “wear and tear”;
- Cost of use of school equipment (if applicable);
- Profit element (if appropriate);
- Recovery of any costs arising from any damages to the school or equipment.

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations/partners involved.

The specific charge levied for each letting will be reviewed no less than annually by the Headteacher (or as delegated for Finance and Premises Committee determination). This review will take place during the summer term, for implementation with effect from 1st September of that year. Current charges will be provided in advance of any letting being agreed. A Charging Tariff will be established to ensure that access is affordable for particular individuals and groups.

4. VAT

The letting is exempt of VAT.

5. Management and Administration of Lettings

The Headteacher is responsible for the management of lettings, in accordance with the school's policy. The Headteacher may delegate all or part of this responsibility to other members of staff (e.g. person with responsibility for site management), whilst still retaining overall responsibility for the lettings process.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, He/she will consult with the Chair of the Governing Body or Chair of the Finance and Premises Committee which has been given delegated authority to determine the issue on behalf of the Governing Body.

6. The Administrative Process

Organisations seeking to hire the school premises should approach the Headteacher (*or other designated member of staff e.g. site manager or School Business Manager*) who will identify their requirements and clarify the facilities available. A **Request Form** (a copy of which is attached to this policy) should be completed at this stage. The Headteacher has the right to refuse an application, and interested parties should be advised that 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 formally confirmed.

Once a letting has been approved by (or on behalf of) the Headteacher, a letter of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement. The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting as appropriate in accordance with the school's current scale of charges. (*The school will seek payment in advance in order to reduce any possible bad debts based on a realistic proportion of the overall charge. E.g. full payment for a hall will be required up front for a one-off booking, or 50% for a long term booking*).

The Hirer should be a named individual (or an individual with the authority to contract on behalf of an organisation) and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All lettings fees, which are received by the school, will be paid into the school's bank account, in order to offset the costs of services, staffing etc (which are funded from the school's delegated budget). Income and expenditure associated with lettings will be regularly monitored and reported to the Headteacher.

7. Public Liability and Accidental Damage Insurance

The Hirer must prove that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is *£2 million*. The Hirer must produce the appropriate schedule of insurance cover before the letting can be confirmed. Individual one off hirers may be covered under School's third party hirers insurance policy.

8. Child Protection

Any organisation submitting a lettings request involving working with children and/or young people must submit to the school a signed copy of their current Child Protection Policy.

TERMS AND CONDITIONS

FOR THE HIRE OF THE SCHOOL PREMISES OF AVANTI COURT PRIMARY SCHOOL

All terms and conditions set out below must be adhered to. The “Hirer” shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

Status of the Hirer

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The Headteacher’s decision will be final. 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.

If a particular letting involves contact with the school’s pupils or other young people then

- 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 DBS checks relating to all staff and others working closely with children. The Headteacher will ensure that there are arrangements in place to liaise with the school on these matters.
- The Headteacher may require Disclosure and Barring services (DBS) relating to staff and other adults using school premises at a time when school pupils or other young people may be on site • The Headteacher will require evidence of appropriate qualifications for hirers using facilities for specific activities.
- Where the activity is for example an after school sports club, sports coaches must also follow the Local Guidelines for Keeping Children Safe and Safer working Practices in Education settings

Priority of Use

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

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.

Behaviour

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

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, good conduct and safety, 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.

In the event of an emergency, all occupants must leave the school by the nearest exit and assemble at the venue area as advised to them by the hirer (*as detailed in the terms and conditions of hire document*). The Hirer is responsible for familiarising themselves with emergency exits and must ensure that participants are

aware of emergency evacuation procedures and assembly points. It is good practice to carry out emergency evacuation drills at suitable intervals. The Hirer must, at all times whilst participants may be on site, have immediate access to participants' emergency contact details, and have access at all times to a mobile phone.

Own Risk

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.

Damage, Loss or Injury

The Hirer warrants to the Headteacher that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is *£2 million*. The Hirer must produce the appropriate schedule of insurance cover before the letting can be confirmed. The school, will not be responsible for any injury to persons or damage to property arising out of the activities undertaken and supervision thereof during the letting of the premises.

Furniture and Fittings

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. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

Altar/Shrine in the Main Hall

In any situation there should be no access to Altar (Shrine) to the third party hirers except unless specifically agreed with the School. It is hirer's responsibility to protect the Altar (Shrine) and pillars in the hall from any damage.

Hirer's Equipment

The Hirer should state on the hire agreement any equipment he/she intends to bring into school. They are responsible for ensuring the suitability of the equipment and for ensuring that it is in good order.

Any electrical equipment brought by the Hirer onto the school site **MUST** comply with the Health and Safety policy. Equipment must either have a certificate (Portable Appliance Test) of safety from a qualified electrical engineer or be inspected by, or on behalf, of the school. The intention to use any electrical equipment must also be notified on the application.

Any of the Hirer's own equipment should be brought into / removed from school within the time booked. Spot checks may be conducted on electrical items.

Car Parking Facilities

Subject to availability, the Hirer (organisers only) may use the school car parking facilities. The school will not accept any responsibility in terms of damage, theft or loss of any car left in the car park during the hire period.

Toilet Facilities

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

First Aid Facilities

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. The hirer must have access to a mobile phone at all times throughout the letting to cover any emergency event.

Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of the Headteacher, in line with current food hygiene regulations. It is prohibited to consume/bring meat, fish, egg, products on the school premises in line with the school ethos. All litter must be placed in the bins provided – with due regard being given to school recycling facilities.

Intoxicating Liquor/Drugs

No intoxicants/drugs shall be brought on to or consumed on the premises. Any person thought to be under the influence of alcohol or drugs will be refused admittance.

Smoking

The whole of the school premises is a non-smoking area, and smoking is not permitted within school buildings or on school grounds at any time. Hirers will be expected to fully adhere to this policy.

Suitable footwear

Suitable footwear should be used. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

Copyright or Performing Rights

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the school against all sums of money which the school may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

Sub-letting

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

Charges

Hire charges are reviewed annually and current charges are set out in the ***school letting form***.

Variation of Scales of Charges and Cancellations

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Governing Body or delegated authority on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days notice is given by either party to the hire arrangement. The Hirer may be charged for the letting if insufficient notice (i.e. less than 28 days) is given to cancel the hire agreement. It is the hirer's responsibility to notify participants (parents where participants are of school age), preferably in writing, of any changes in dates or venues at least one week in advance.

Payment for letting

The person applying to hire the premises will be invoiced for the cost of the letting in accordance with the school's current scale of charges. Payment must be received by the school prior to the date of the letting taking place. The Hirer will be subject to an administration fee for late payment, again, in accordance with the school's current scale of charges. Avanti Court Primary School only accepts electronic/cheque payments.

Security

Only named key holders may operate the security system. Keys must not be passed to any other person without direct permission of the Headteacher.

Right of Access

The Headteacher reserves the right of access to the premises during any letting. The Headteacher (or delegated person) or members appropriate Delegated Committee, may attend to monitor activities from time to time and to check adherence to this policy.

Conclusion of the Letting

The Hirer shall, at the end of the hire period, leave the accommodation in a tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional charge may be made.

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until a responsible adult collects them. The hirer is responsible for ensuring that people leaving the premises do not disturb the school's local neighbours.

Promotional Literature/Newsletters

A draft copy of any information proposed for distribution either physically or electronically which contains any reference to the school must be sanctioned by the Headteacher (or delegated officer) at least one week prior to proposed distribution by the Hirer.

School Ethos policy

Our School is a sacred place, no less than a place of worship. Event and class content, particularly where it is on-site and for entertainment purposes, should be fit for the spiritually sacred place that our school is.

Dress code for all should be modest and appropriate. This is also relevant to external events organised by the school or a representative body.

Shoes are not to be worn in the specified shrine area and general attitude of respect should be maintained at all times. Areas in immediate proximity to the shrine can be used as a teaching space; if unsure about the appropriateness of the activity to be conducted there, please ask the School Finance Manager.

The School's faith perspective acknowledges the Divine in everyone's heart. Adults must create a fair, positive, emotionally safe and spiritual atmosphere where a service attitude encompasses care and consideration for everybody regardless of religion, status, race, age, gender, and all other protected characteristics. It is imperative to see everyone with equanimity and to respect all living beings.

Avanti Court Primary School
Letting Request Form

Organisation details:

Name of Applicant	
Contact Address	
Telephone Number	
Name of Organisation	
Activity of Organisation	

Booking details:

Room/facility Requested (Sports Hall, Hall, Playground,			
Day of Week Requested	<i>First choice</i>		
	<i>Second choice</i>		
	<i>Third choice</i>		
Start Time		End Time	
<i>(please allow time for your preparation and clearing up)</i>			
Dates Required			
Equipment to be brought by hirer (including electrical equipment)			
Maximum Number of Participants		Age Range of Participants	
Number of Supervising Adults		Relevant Qualifications of Supervising Adults	

Safeguarding:

Where applicable have DBS checks been carried out?		YES / NO
When?		By Whom?
Please provide evidence in the form of original documentation (not photocopies)		
Does the Hirer have appropriate policies / procedures to ensure safeguarding and child protection? Please provide copies of all relevant information.		
Any other relevant information		

Hiring Fee.....hrs @per hour

Full amount due.....

Refundable damage deposit

Payable on or before.....

Cheques should be made payable to
Avanti Court Primary School

The Hirer (exempting individual one off hirers) confirms that adequate and appropriate insurance cover is in place for the activity to be carried out by producing the schedule of insurance cover

The Hirer confirms that arrangements are in place with reference to First Aid and they have understood the fire and emergency evacuation procedures.

Any queries must be sent to email address acps.lettings@avanti.org.uk.

The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment .

I confirm that I am over 18 years of age, and that the information provided on this form is correct. I agree to adhere to Terms and conditions stated in policy for hiring the school facilities. I confirm that I am the authorised person of applying organisation.

Signed: **Date:**

HIRE AGREEMENT

Office Use Only

Approved by:..... **Date:**.....

Notes:.....

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LETTING CHARGES

	CHARGES PER HOUR
Gym including yoga mats	£40.00
Main Hall	£60.00
Playground	£55.00
Classroom	£30.00