



# LETTINGS POLICY

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## **INTRODUCTION**

Joydens Wood Infant School (JWIS) is keen that the school premises are used for the benefit of the whole local community. Whilst the education of children is the prime purpose of our school, we believe education is a life-long process, which should be open and accessible to all. This policy sets out the facilities available for letting, the charges and the responsibilities of the school and the users when the premises are hired.

Provided there is no interruption to the school's use of the premises, part of the school buildings and grounds may be let to outside bodies after the end of the school day, at weekends and during the holidays, in order to:

- Raise income for the school.
- Encourage integration with the school into the local community.
- Familiarise individuals with the school, who may become pupils or their parents.
- Satisfy some of the needs of local individuals, groups and organisations.
- Increase the use of facilities that are under used by the school.

JWIS will not hire any school facilities to any group that promotes or supports racism, sexism, ageism, homophobia or any other type of discriminatory behaviour or whose presence would otherwise be incompatible with the school's ethos and policies.

In deciding whether or not to let our premises, JWIS will also have regard to the likelihood of any damage being caused to the premises, or neighbouring premises, and any nuisance that may arise, as a result of accepting the booking.

In any event, JWIS reserves the right to require a reference before any booking is accepted. The use of our school premises at all times other than during the school day is under the control of the Governing Body of our school. (Education Act 1986, sect.42)

The final decision on compliance lies with the Governing Body.

### **Monitoring & Evaluation:**

- Lettings should be evaluated to assess the additional income raised for the school(s), less the cost of any reasonable wear and tear to the furniture and fabric of the school, made during lets and costs of additional heating and staff payments.
- The policy and all related documents should be updated and reviewed annually.



## **BOOKING PROCEDURES**

1. The Hire Application Form is available from the school office and should be submitted to the Office Supervisor at least two weeks before the first day of the proposed hire. When the proposed use is during the holiday period, applications should be submitted two weeks before the end of term.
2. The person signing the Hire Application Form (then known as “the Hirer”) is responsible for all aspects of the let; they acknowledge and agree to adhere to all aspects and conditions of our school’s lettings policy.
4. A signed application does not guarantee the booking will be granted. No bookings are confirmed more than 4 months in advance although provisional bookings may be made at any time.
5. Where the application for a let is accepted, the applicant will be sent a Hire Agreement Letter, provisionally confirming the let, and associated documents. Specific charges are set and VAT liability is determined at the time of the agreement.
6. The Hirer should then pay the booking invoice in full and ensure that they receive a receipt of payment; payment is in advance for single lettings and in instalments for a series of sports facilities lettings/similar that comply with VAT exemption regulations. Failure to pay the invoice and returnable deposit will result in the application for the let becoming void.
7. The Hirer must then sign and return both the Hire Agreement Form and Conditions of Use and complete/agree insurance, DBS check/s and risk assessment/s. Once the signed Hire Agreement form is returned, the booking is confirmed.

N.B. All lettings (even those where no charge is made) must be subject to a Hire Agreement; this will detail the terms of the letting and must be signed by both the school and the Hirer. Any amendments to this agreement will require a new form to be signed by both the Headteacher and the Hirer.

## **BOOKING TIMES**

- There will be no access to the premises before the commencement of the period. Hirers must allow sufficient time for preparation before the event when booking the time of the let.
- Hirers must have left the premises by the end of the booked period. Sufficient time must be included to allow for clearing away and for all participants to leave the premise by the end of the booked period.
- School staff member’s hours will include a minimum of 30 minutes at end of hire to close building. Additional pre-hire time may be included to ensure winter heating is on or for additional set up.

## **AVAILABILITY**

- The hall and classrooms are generally available when not required by the school for the purposes of education.
- The main kitchen is ‘out of bounds’ and not available for hire.
- School, staff and the charity ‘Friends of Joydens Wood Infant School’ activities have priority.

- Bookings can only be accepted when staff of the school are available to undertake the additional duty.
- Use of these premises is subject to various conditions, regulations and charges.

## **THE SCHOOL'S ROLES AND RESPONSIBILITIES:**

- The Office Supervisor is responsible for the construction and regular update of the lettings diary.
- The charity 'Friends of Joydens Wood' and individual teachers are responsible for informing the Office Supervisor a term in advance, of events outside teaching hours, which will use the school premises.
- Opening and closing the school is undertaken by the Site Manager or by prior agreement with an authorised member of the staff.
- The school will provide the Hirer with the name and phone number of school contacts in the case of an emergency. A member of school staff will be responsible for showing the Hirer's named individual how to raise the alarm in an emergency, this will include location of appropriate fire exits, fire extinguishers, evacuation and fire collation points.
- Post-letting checks are made by the Site Manager and reported to the Office Supervisor.
- The authorised representative will ensure that excess wear and tear on the buildings and equipment is avoided and will follow up unsatisfactory lettings to resolve issues.

## **SAFEGUARDING**

The school is dedicated to ensuring the safeguarding of its pupils at all times.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

The appropriate level of DBS check must have been carried out no more than 3 years prior to the date of the letting.

The schools own safeguarding and child protection policies can be found on the school website:

<http://joydens-wood-infant.kent.sch.uk/statutory-information-and-policies/>

## **COMPLAINTS**

Where the Hirer has a complaint, the school's standard complaints policy and process will apply. If the school has a complaint about the Hirer, in the first instance the Head Teacher will raise this with the named person. If the complaint is not resolved, it will be escalated to the Governing Body to decide on the appropriate action for the school to take.

## **CONFIDENTIALITY AND DATA PROTECTION**

This school recognises its obligations under the General Data Protection Regulation and associated legislation, and the rights of Employees with regards to the personal data held on them.

All records relating to the recruitment process will be gathered, processed, held and shared in accordance with the requirements of the General Data Protection regulation and Data Protection Act.

## **CONDITIONS OF USE (FOR EVENTS, CLUBS AND ENTERTAINMENT)**

### **A) Acceptable Use:**

- (i) The Hirer, who must be over the age of 18 years of age, will be responsible for ensuring the premises will not be used for any purpose which may be deemed contrary to English law.
- (ii) The consumption of alcohol, smoking, taking drugs or gambling are not appropriate activities to be undertaken as part of any school letting and are not permitted in any area of the school grounds, under any circumstances.

### **B) General Supervision:**

- (i) It will be the named individual's responsibility to keep a register of those attending the event/activity.
- (ii) The authorised Hirer is responsible for those attending the function; for the good behaviour of all associated users and, in particular, for leaving the site in a quiet and orderly fashion by the time stated in the Hiring Agreement.
- (iii) The school reserves the right to have a representative present at any function, to inspect the proceedings at any time and to put a stop to any entertainment or meeting not properly conducted.

### **C) Supervision of Children:**

- (i) A Barred List Check will be required for any adults on site at the same time as pupils and an Enhanced DBS check is required for those supervising children under the age of 8 or in 'regulated activity'.
- (ii) All children will be supervised at all times by their carers except where children are attending an organised group or care scheme. Where the latter applies, the group/care scheme will adhere to all regulations set out in the Children Act 1989, including those of registration with the relevant registering body.
- (iii) Children's Entertainment – From a control and safety viewpoint, when children are being entertained on school premises as part of a letting, the user is to provide adequate adult supervision to prevent overcrowding and unruly behaviour. Such adults are to be properly briefed on their duties which include arrangements for emergency exit from the area(s) in use and any other reasonable precautions for the safety of the children.

### **D) Security:**

- (i) The Hirer is responsible for the controlled entry and exit to the site, ensuring all external doors to the buildings and gates to the playground are secure after each group or person has entered or left the site.

- (ii) The user is also responsible for the security of the area of the school being used.
- (iii) The Site Manager / authorised member of staff will stay on site to make sure the school is secure and the intruder alarm is set.

#### E) Use of Facilities:

- (i) The Hirer will be responsible for the proper use of all facilities and must take all reasonable precautions to ensure that there is no damage to the fabric of the buildings, furniture and fittings and school equipment; the Hirer shall be responsible for making good any damage to premises and property.
- (ii) It is not permitted to use Blue Tack, Sellotape, drawing pins, nails or screws etc. to attach items to the walls or woodwork.
- (iii) No stiletto heels or similar objects are allowed in the gym/hall area.
- (iii) The Hirer must not access any part of the building, other than that part of the building hired and must observe any instruction given by the Site Manager / authorised staff member concerning the area available.
- (iv) Both the kitchen and car park are 'out of bounds'.
- (v) The Hirer is not entitled to use or enter the premises other than at the agreed times, unless prior arrangements have been made with the Governing Body.

#### F) Equipment:

- (i) External - No equipment can be brought on to the site without the prior approval of the Head Teacher. Electrical equipment will also require a PAT testing certificate.
- (ii) Internal - Any movement of furniture required must be undertaken by the Hirer under the direction of the Site Manager / authorised member of staff. No furniture or apparatus is to be used without prior permission.

#### G) Cleaning and Leaving the School:

- (i) The Hirer is responsible for ensuring that the premises are left clean, tidy and safe, including replacement of any furniture that may have been moved.
- (ii) Any additional expense incurred by the school in the moving and replacement of furniture and equipment or any extra cleaning that may be necessary, in returning the premises to a satisfactory condition, shall be recharged to the Hirer.
- (iii) The Hirer shall ensure that all windows and doors are securely closed and fire doors **MUST** be secured from the inside.

#### H) Health and Safety:

- (i) The Hirer will adhere to all Health and Safety requirements as required by the school.
- (ii) The Hirer is responsible for ascertaining the location of the nearest toilets.
- (iii) No food or drink is allowed in any area except designated social areas, unless prior written permission has been granted.
- (iv) The Hirer should acquaint themselves with the Fire and Safety regulations and procedures relating to the school, which are listed on the wall next to the exit. They should also ensure fire exits are not obstructed.
- (v) A First Aid kit must be provided by the Hirer (and a First Aider, where appropriate).
- (vi) All club providers must be paediatric first aid trained and provide evidence of an up to date paediatric first aid certificate to the office before they can provide a school club.

(vii) The Hirer is responsible for providing their own mobile phone and for ensuring the relevant permissions are gained for sharing any photographs / information via/with other parties, including on social media.

(viii)

(ix) Where appropriate, the Hirer will be responsible for undertaking their own risk assessments for specific activities. When a risk assessment is completed by the user or the school, the user must ensure any controls are complied with.

#### I) Insurance

(i) The school does not provide Hirers with Public Liability Insurance against personal injury, accident, loss or damage to property.

(ii) Commercial Hirers must provide evidence to the Head teacher (to be seen and copied) that they have adequate insurance cover in place before a letting can be agreed. It is recommended that Public Liability insurance to the value of £2million is in place for low risk activities (e.g. adult education classes) and £5million for high risk activities (e.g. gymnastic class).

(iii) For non-commercial Hirers the schools insurance will be applied at 3.15% of the hire charge unless own insurance is seen and a copy attached.

(iv) Organisations should also consider whether staff and helpers should be protected by personal accident insurance/employers liability etc.

J Charges - Letting fees are reviewed annually. A deposit and payment in advance will be required. Please see current Scale of Charges.

#### K) Cancellation:

(i) Cancellations must be made in writing at least 24 hours before the proposed use; otherwise, the Hirer will still be liable for the standard charges.

(ii) In exceptional circumstances, it may be necessary for the school to cancel a booking giving as much notice as possible. The school will accept no liability in respect to commitments incurred by the Hirer due to such a cancellation.

L) The Hirer will adhere to all aspects of the lettings policy at all times through the procedure of applying for and accepting a let on our premises.



## **AGREEMENT OF TERMS**

*I understand that I must have signed / provided / read and agreed the following items. I know that breach of these terms could result in immediate termination of the lettings agreement without a refund of the payment received.*

<b>Documentation</b>	<b>Completed / Notes</b>
Hire Agreement (signed and returned)	
Conditions of Use (read, understood and agreed)	
Risk Assessment (Applicable? Provided by Hirer / school?)	
Insurance (Certificate provided?)	
DBS Check / Barred List Check (completed, seen and entered onto SCR)	
Is the DBS check less than 3 years old?	
Paediatric First Aid Training Certificate (club providers only)	
Qualifications to support running of the club (club providers only)	
Health & Safety Policy (read and agreed)	
Safeguarding Policy (read and agreed)	
Fire and Evacuation Procedure (read and agreed)	
<u>Approved/Seen by</u>	
Headteacher: ..... Date:.....	
Hirer: ..... Date:.....	
<b>FOR OFFICE USE</b>	<b>(School Roles and Responsibilities)</b>
Date / Notes	
Added to diary	
Site Manager notified	
Member of staff to open/close/be present agreed	
Payment received	
ICE contacts given to Hirer	
Emergency – shown how to raise fire alarm; location of fire exits / extinguishers; evacuation/collation points	
Post-letting checks complete (for one-off hire)	