



**Nexus Education Schools Trust**

# **Lettings Policy**

**For**

**Joydens Wood Infant School**



**Date: September 2023**

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## Background

School premises may be let out to provide a source of income. The aim of this document is to provide guidance and information on such lettings to ensure safety in operation and development of appropriate contracts.

Throughout this document we have referred to the school as “letting” the premises and used the term “hirer” for the person hiring the premises from the school.

## Lettings of School Premises

Provided that there is no interruption to, or curtailment of school use of the premises, part of the school buildings and grounds may be let to outside hirers before or after the end of the school day, at weekends and during the holidays in order to:

- Raise income for the school or Trust.
- Better integrate the school into the local community.
- Satisfy some of the needs of local individuals, groups and organisations.
- Increase the use of facilities which are, of necessity, under used by the school.

Within schools, parents place a level of trust in outside school activities, assuming a good level of safety as it is on the school premises. However, some activities outside school hours may not involve the school at all. The school tries to ensure that those hiring the premises are competent and safe to do so.

## Safeguarding

Safeguarding and child protection is everyone’s responsibility. It is an expectation that all persons wishing to let school premises have read and understood the linked policies: -

- NEST Child Protection and Safeguarding policy
- Keeping Children Safe in Education
- NEST Health and Safety policy for the relevant school.

All potential lettings are required to submit supplementary information prior to a let being agreed where: -

- **The let would be at a time when pupils on roll at the school are present on site**
- **The club has participants under the age of 18 years or caters for children or adults with Special educational needs**

The supplementary list ‘**Safeguarding and lettings checklist of requirements**’ for all providers is in the appendix. Failure to provide information to support the checklist requirements to the school would lead to the any offer of letting space being removed and/or an agreement ceasing.

## Health and Safety

The requirements of the Health and Safety at Work Act 1974, and other legislation including, in particular, the Management of Health and Safety at Work Regulations 1999 and Occupiers Liability Acts 1957 and 1984 apply to lettings. It is important that any hirers are aware of this and of any relevant sections of the local health and safety policy and that they agree to comply with any safety and security requirements therein, and the conditions of use (see Appendix 1).

The premises itself; access and egress there from; and any plant or equipment are checked for safe use by the hirers.

A fire risk assessment is carried out and kept under review. This assessment should include consideration of potential lettings and the varied use of the school premises.

Before any "Let", steps are taken to ensure that:

- Escape routes are unlocked and unobstructed internally and externally and all doors are easily, and immediately, operable from the inside.
- Safety lighting is in good working order.
- Seating and gangways are arranged so as to allow sufficient space to escape in the event of an emergency.
- Firefighting equipment is properly maintained and available for immediate use.

After the "Let" steps must be taken to ensure:

- All electrical appliances and lights are switched off.
- All doors and windows are closed, and the premises left secure.

The site staff are responsible for these steps and are identified in the School Health and Safety Policy.

## Capacity

All capacity numbers can be found within Appendix 3 – Emergency Operating Procedures.

## Parking

Arrangements for parking during the "Let" should be agreed in advance to ensure that good access and egress is maintained for emergency services, and that there is no damage to school property/grounds. As a general rule the car park facilities at NEST schools remain closed to vehicles. Emergency vehicles are able to access the site via an override key.

Details of parking availability, including any restrictions in the local area, can be obtained from the school office.

## Security

If access is required for lettings at times when the school is normally closed, it will be necessary to revise the Security Risk Assessment and arrangements to take account of this. This should be carried out in liaison with the hirer to ensure that the school premises are protected during the "Let". The following should be considered:

- How many access points are open?
- Who controls access by visitors & the risk of unauthorised access?
- Damage to or theft of school property through intruders, arson etc.
- Who is responsible for locking up?
- Lone working
- Violence

## Emergencies

It is vital that anyone hiring a school premises knows what to do in an emergency.

There is a detailed set of emergency operating procedures, tailored to the school premises (See Appendix 3). First aid and contact telephone numbers are displayed in the areas 'Let'. The hirer

should be provided with two sets of these; one for the hirer to retain and a second set to be signed and returned to the school to show that they have received and understood the procedures and the relevant sections of the Health and Safety Policy.

## Supervision of Children

Entertaining children on school premises through lettings needs to be well controlled. The hirer must provide adequate supervision to prevent overcrowding, unnecessary movement, and unruly behaviour. Those adults involved in supervision must be briefed on the emergency operating procedures and know the action to be taken in the event of an emergency.

The hirer should provide sufficient staff to handle an emergency, and the school staff themselves should not be relied upon. Where adults who are not school employees are supervising children, DBS checks may be necessary.

## First Aid Provision

There is a first aid box in the areas designated as 'LETS', and the contents are checked frequently and replaced as necessary by the person identified as responsible within the school Health and Safety Policy. It is the responsibility of the hirer to ensure there are adequately trained first aiders on site during the 'Let'.

Determining the level of first aid that should be provided by someone hiring the premises depends partly on the nature of the activities being undertaken. An assessment of the risks and first aid needs should be undertaken by the Hirer to decide on an adequate level. For example, in sporting activities there should be a qualified first aider available, and clubs should ensure an adequate number of staff available during the length of the session, so that, in the event of an emergency, the group are not left unsupervised if the first aider has to go to the hospital with a casualty. Parents should be informed as soon as possible.

For large public events arrangements can be made for the British Red Cross or St John Ambulance to attend and provide first aid cover.

The school's own employees should not be relied upon as the first aid provision by someone hiring the premises, as they may not be present at all times.

With regard to parental consent, written permission should be obtained by the hirer to seek any necessary emergency medical first aid advice or treatment in the future.

All hirers should familiarise themselves with the emergency operating procedures (Appendix 3) and it is recommended, that an emergency action plan and risk assessment is compiled by the organiser (Appendix 4). This identifies potential issues, highlights risks and signposts first aid leaders and organisers.

## Firework Displays

Nexus Education Schools Trust (NEST) **DOES NOT** promote the letting of premises for Firework displays or bonfires.

Firework displays and bonfires can potentially cause serious accidents and we would advise against PTA displays on school premises by volunteers. Most injuries are to children under the age of 16 and burns scar for life.

#### Other Sources of Information:

Health and Safety Executive (HSE) – Organising firework displays

[www.hse.gov.uk/explosives/fireworks/using.htm](http://www.hse.gov.uk/explosives/fireworks/using.htm)

The Office for Product Safety and Standards (OPSS) – Staying safe with fireworks

[www.gov.uk/government/news/staying-safe-with-fireworks](http://www.gov.uk/government/news/staying-safe-with-fireworks)

The London fire brigade provide useful advice on the following website:

[www.london-fire.gov.uk/safety/fireworks/](http://www.london-fire.gov.uk/safety/fireworks/)

### Polling Station

The school is obliged to provide its premises for this function. Charges must reflect only the limited reasonable additional costs incurred. Regulations for polling station and Trust safeguarding arrangements may impact the education and letting provision.

### School Facilities

#### Hall/s

The school hall has a capacity limit as highlighted in this policy; this should not be exceeded. Emergency exits should be clear when organising an event using this facility.

#### Classrooms

The Headteacher will review any impact to the educational provision of pupils and access by staff prior to any let being agreed. School resources will not be used during the let unless otherwise agreed by the Headteacher.

#### IT Facilities

Computer suites and IT facilities are **NOT** generally provided in any let and are for the exclusive use of pupils and staff. This is to protect school data.

#### Music Facilities

Any use of music facilities or resources is by agreement of the Headteacher.

#### Sports and Playground Facilities

The greatest care must be taken to ensure proper arrangements are in place for letting or Parent Association use of any sports facilities, particularly those which are more hazardous such as gymnasium equipment.

- Those supervising need to be suitably experienced and competent and understand their obligations relating to their duty of care.
- All facilities should have hazard free playing surfaces (including, where necessary, impact surfaces and provision of mats) with sufficient space allocated to the activities and be subject to a regular and systematic maintenance programme.
- **No school equipment will be used during a 'LET' unless agreed by the Headteacher.** If equipment is brought on to site, it must be health and safety compliant - Ensure foam mats (e.g. gymnasium mats, contents of foam pits and similar equipment) are of combustion modified foam.
- All school sports equipment is inspected annually, regularly maintained and monitored for wear and tear, checked before use, used appropriately and stored safely. **No school equipment will be used during a 'LET' unless agreed by the Headteacher.**

The school will need to satisfy itself of the adequacy and effectiveness of supervision before any letting agreement is agreed. Further advice on the use of sports facilities is available from the Association for Physical Education at [www.afpe.org.uk](http://www.afpe.org.uk)

### **Toilets**

Toilet and handwashing facilities will be identified as part of the let process. ONLY identified toilet facilities should be used.

### **Field and Forest School Facilities**

Most NEST schools benefit from playing fields and additional external facilities including forest schools. Usage will be agreed by the Headteacher.

Care must be taken to avoid nuisance to the neighbours. Noise levels and location must be carefully considered and control over the level of noise exercised by the Hirers. Additional lettings conditions are set out in Appendix 5.

### **Swimming Pools**

No trust schools have swimming pool provision.

### **Kitchen Facilities**

It is the discretion of the Headteacher and school's Local Committee to authorise the use and occupation of educational premises inside and outside the school's standard hours of instruction. Should a school's kitchen and dining room furniture be required for use of a letting or other purpose then the school must notify their caterer.

**The Kitchen is generally NOT 'LET' as an area to a hirer unless the HEADTEACHER has agreed. This is due to the possibility of cross contamination of foods which cause significant allergy.**

Kitchens and dining room furniture are preserved for the production of school meals only and are not to be let for other uses or events. Catering staff are responsible for the condition of kitchens and dining room furniture. It is for this reason that the use of kitchen facilities may be restricted particularly if schools have not taken all necessary steps to manage all risks and ensure health and safety.

Any school wishing to use their kitchen facilities and/or dining room furniture for an event other than the provision of school meals must comply with the Food Safety Act 1990 and the Food Hygiene (England) Regulations 2006 and Regulation (EC) No.852/2004 and other relevant legislation and codes of practice.

Any use of the kitchen area is discussed with the school meal contractor, and they are informed of all intentions to use kitchens facilities.

If the school meals contractor reports to the Headteacher /Site Staff that the kitchen has not been left in a clean and tidy condition a charge will be levied by the Headteacher to cover the extra costs for any remedial action.

Type of Event	Scope of Use	Guidance
School Association Meetings	<ul style="list-style-type: none"> <li>• Restricted use of the kitchen for the making of hot and cold liquid refreshments.</li> <li>• Use of the servery hatch area, power point and sink for washing up.</li> <li>• No kitchen equipment to be used in the preparation of food.</li> </ul>	<ul style="list-style-type: none"> <li>• The kitchen must be left in a clean and tidy condition otherwise the school may be subject to charges for additional cleaning.</li> <li>• Dining room furniture should not be removed from the dining area. The equipment is under service contract and therefore is subject to correct use only.</li> </ul>
Breakfast Clubs, After School Clubs	<ul style="list-style-type: none"> <li>• <b>Access is restricted</b></li> </ul>	<ul style="list-style-type: none"> <li>• Inform Headteacher about the intended use.</li> <li>• A Headteacher will review any impact on the provision and contract of the catering company prior to any agreement of usage.</li> </ul>
Breakfast Clubs, After School Clubs	<ul style="list-style-type: none"> <li>• No kitchen equipment may be permitted to be used, to prevent damage and cross contamination.</li> <li>• Ovens, gas/electric rings in the kitchen area are <b>NOT</b> to be used for cooking.</li> <li>• Use of the servery hatch area, power point and sink for washing up. No items of crockery or cutlery are to be left in the sink area.</li> <li>• The floor must always be kept clean.</li> <li>• Licence holders may be given access to store equipment.</li> </ul>	<ul style="list-style-type: none"> <li>• Food Safety Systems to identify hazards and carry out risk assessments. No food is to be left on work surfaces.</li> <li>• Put in place effective controls and monitoring procedures to prevent hazards and risks.</li> <li>• The kitchen area is inspected by environmental health; any negative impact on the working condition or negative feedback on inspection due to lax hirer compliment will lead to the removal of the area being accessed by the hirer and may lead to the termination of the 'let'.</li> <li>• Access is only to the hirer's equipment – i.e. fridge and freezer stored in the kitchen.</li> </ul>
	<p>The kitchen area <b>MUST</b> be left in the condition as the hirer found it. Any work that must be done will be charged.</p>	<ul style="list-style-type: none"> <li>• Contact local Environmental Health Officer for further advice on establishing food safety systems.</li> <li>• A hirer must provide separate: <ul style="list-style-type: none"> <li>➢ Fridge/freezer</li> <li>➢ Larder/storage cupboards</li> <li>➢ Microwave</li> <li>➢ Food stuffs</li> <li>➢ Cleaning materials</li> </ul> </li> <li>• Ensure all catering staff are trained in basic food handling, use of equipment, stock control and cleaning, Health &amp; Safety.</li> </ul>



		<ul style="list-style-type: none"> <li>• Obtain adequate insurance cover for liability against third party claims.</li> <li>• Ensure the security of the school meal Contractor's existing stock levels.</li> </ul>
External Hire: Clubs, Organisations & Private Parties or Functions	<b>The KITCHEN AREA is not FOR HIRE</b>	<p>All the above apply plus:</p> <ul style="list-style-type: none"> <li>• Ensure Hirers have public liability insurance for not less than £5 million cover.</li> <li>• Charging includes an element for the use of gas, electricity, water etc. including VAT.</li> <li>• Returnable deposit to cover additional costs for cleaning or dealing with damaged equipment.</li> </ul>

## Insurance

In general, it is expected that the hirer will provide their own insurance and Public Liability Insurance. Nexus Education Schools Trust insure through the Department of Education Risk Protection arrangements (RPA).

The **liability policies do not cover** any other individual or organisation against claims as a result of their negligence in the event of a 'let'. The following should therefore be applied to lettings:

- Any damage to the property or contents arising out of the letting must be made good at the expense of the hirer to the satisfaction of Nexus Education Schools Trust.
- In a minority of lettings, it may be agreed the hirer is covered under the members policy generally for non-commercial users without their own insurance the RPA has a contingent liability policy.
- A premium of 10% of the letting fee should be charged to the hirer, in addition to the hire charge.
- Any excess will be the direct responsibility of the hirer.
- All commercial users (a commercial user is regarded as a person/organisation which hires the premises and may make a personal financial gain or business profit from the letting or an organisation which has a separate legal status) **MUST** have their own insurance cover including public liability to a limit of not less than £5 million. **A copy of the insurance schedule should be provided prior to the letting.**

## Indemnity

Hirers should have Public Liability and loss insurance to cover any liability during the period of the "Let". The school will request proof of insurance prior to any letting. The school and Trust will not accept any damage or consequential loss. Any damage or consequential loss to the school or Trust will be the responsibility of the applicant and should be covered by their insurance policy. Organisations / companies and charities should hold indemnity insurance. The certificate will be requested with the application.

## Noise Nuisance

Some activities can cause noise e.g. discotheques, boot fairs etc. Care must be taken to avoid nuisance to the neighbours. Noise levels and location must be carefully considered and control over the level of noise exercised by the organisers. As a rule of thumb, the noise should not be audible beyond the boundary of the property.

With boot fairs often the problems arise from car parking, access and egress, and noise disturbance. Generators located close to neighbouring properties easily cause disturbance. The advice of Planning should be sought if this is going to be a regular event (more than 20 occasions per year).

In the warm weather there is the temptation to open windows and doors, but this can cause a nuisance. The advice of the Environmental Health Services can be obtained prior to a letting to ensure compliance.

## Premises Licence

Where it is envisaged that a number of entertainment events, either partly or wholly available to the general public, will be held in any one year, (e.g. pantomimes, discos, barn dances, choral evenings, concerts and spectator sports) you may **need to obtain a Premises Licence to permit those activities.**

This is a licence for life, subject to annual continuation fee, and is granted pursuant to a 28-day consultation period, by the Local Authority. During this period notices for the attention of the general public, describing the intended activities and hours of operation, are posted at the boundary of the building. Copies of this application are also sent to "Appropriate Authorities", namely Fire Authority, Trading Standards, Environmental Health, Public Safety, Planning, Protection of Children from Harm and Police. All parties, including the public, can make representations against the grant of the licence.

*(Where alcohol is not included in the application, a fee for the premises licence is not always applicable to schools.)*

**Where the hirer is planning a function for the school users and their families and is specifically for the benefit of the school, a Licence would not be required. In this instance admission should be by invitation only to prevent ordinary members of the public being admitted.**

## Temporary Event Notices (TENs)

Anyone hiring the premises to hold an entertainment event (where a premises licence is not in place) and/or **supply alcohol by retail, they must apply for a Temporary Events Notice (TEN).** They must **also have the approval of the Headteacher and/or Local Committee** before arranging for alcoholic drinks to be consumed on the premises.

The person holding the event is responsible for obtaining a TEN and ensuring that its requirements are complied with. This person should always be present during the event.

Only the Police may grant a TEN; and only the Police may object to a TEN. However, applications for TENs should be made to the Local Authority, together with a fee, and must be received by them no less than 10 working days prior to the event. Under no circumstances may a TEN be granted if less than 10 working days are notified. The number of TENs you may be granted are limited in number to twelve per year, and each one lasts for the period stated by the applicant, but not exceeding 96 hours. Further information regarding TENs is available from the Local Authority.

## Appendix 1 – Terms and Conditions of Letting

1. Enquiries for the hire of the school premises should be made to The Headteacher. Applicants are advised to visit the school to ascertain the suitability of the premises for the purpose of hire, in consultation with the Headteacher.
2. All applications must be made on the “Application for Use of Education Premises Out of Normal Hours” forms which are available from the school.
3. Where the letting would be at a time when children on roll at the school are present or the let involves children/ young people under the age of 18 or has participants with Special Educational Needs supplementary information is required. Failure to complete the ‘**Safeguarding and lettings checklist of requirements** for all providers catering with children/young people or when the school is in session or pupils are on site.’ in Appendix 2 to the school would lead to the any offer of letting space being removed and/or an agreement ceasing.
4. The school reserves the right to limit the number of people admitted to the premises depending upon the type and size of accommodation hired and in line with Health and Safety requirements.
5. The school reserves the right to cancel the hiring of premises, should the school require the premises for educational or local government purposes or in order that maintenance tasks can be undertaken. Every effort will be made to give at least one week’s notice of such a cancellation.
6. The school also reserves the right to refuse without explanation any application and to cancel any hiring at any time without notice. On termination of the hiring under this condition the school shall return to the hirer all or part of any money paid. The school shall not however, be under any liability for any loss incurred by the hirer.
7. The school reserves the right of entry to the premises hired always of such officers as they may deem necessary for the proper supervision of the premises.
8. If the hirer intends to use the premises for fetes or similar activities, the hirer must take out a policy of insurance for Public Liability and Damage, in the joint names of both the hirer and the school indemnifying him/her and the school against all claims and proceedings by any person in respect of any damage or injury, including injury resulting in death, arising directly or indirectly from the hirer’s use of the premises. Please consult with the Local Authority’s Insurance section to confirm the limit of indemnity in such a policy.
9. Permission to use the premises is personal to the hirer who may NOT therefore assign it or sub-let the use of the premises in any way.
10. The school grounds will not be available to hirers who wish to stage any event using pyrotechnics and the construction of any object with the purpose to ignite such an object. (see p5. Firework Displays).
11. Specialist rooms, classrooms and offices are not available for hire.
12. The hirers shall undertake to see that the premises are used in an orderly way and for the purpose for which they are expressly hired.
13. The school does not accept any responsibility for the loss or damage to any goods, cars or personal effects belonging to the hirer or members of their organisation, association, clubs or to any other person present at the time of hiring.

14. The premises are not licensed for public entertainment and the collection of money for admission cannot be permitted. The entertainments that are permitted on the premises under the terms of hiring cannot therefore be advertised to the general public.
15. Health & Safety precautions must always be observed when using the premises.
16. The person or persons hiring the premises for the use of entertainment for children or any entertainment, to which children will be admitted, shall accept full responsibility for all the arrangements made.
17. All hiring is subject to the hirer or his/her authorised representative occupying and using the premises at the stated times.
18. In the case of youth organisations, a responsible adult must always remain on the premises whilst children are present.
19. The school does not allow any form of gambling to take place on its premises and all fund-raising events must be approved before the letting has been confirmed by the school.
20. There will be NO SMOKING within school premises at all times, which includes the use of vape and e-cigarettes.
21. No intoxicants or alcoholic beverages are allowed on the premises without the authority of the Headteacher and appropriate licences being obtained.
22. Normally the premises will not be available for hire on Bank and Public holidays or during the school mid-summer break, when annual maintenance usually takes place. However, the school welcomes enquiries to establish availability at these times, and some bookings may be arranged depending on the above commitments.
23. All hirers are to ensure that the premises are kept in a clean and tidy state while hiring is in progress, and to ensure that the premises are left in a similar condition after hiring has taken place.
24. The use of the premises for election meetings under the representation of the People Act will only be granted when the necessary insurance cover has been obtained. Please consult with the Local Authority's Insurance section to confirm the limit of indemnity in such a policy.
25. The school cannot take bookings that include the hiring of the school catering facilities or catering staff.
26. The school does not permit overnight letting at any time.
27. If the hiring finishes earlier than stated, a responsible person must remain on the premises until the Premises Manager has secured the premises.
28. A refundable deposit will be required by the school of no less than £100 for ad-hoc lettings. This will be used to cover any breakages or damage that may occur, or any additional cleaning that is necessitated by the 'let'.
29. In the event of the hirer not arriving within (Specified Time limit) of the start time, unless prior notice is received, the school will be secured and the letting considered to be cancelled. In this event NO refund will be made to the hirer.

30. Full payment of the letting fee and refundable deposit must be made in full in advance of the letting date. If payment has not been received by the school prior to the event the letting will be cancelled by the school.
31. On no account shall hirers offer a gratuity payment to the Premises Manager on duty for the school. Donations to the school will be accepted through the normal channels, i.e. the School Office.
32. Refunds will only be paid out if cancelled by the hirer with more than 1 weeks' notice or the event is cancelled by the school due to school requirements or Local Government needs.
33. Charges will be reviewed annually by the school Local Committee and agreed by the Trust Board. Any changes in the charges for regular lettings will be notified to regular hirers as soon as possible after the change has been agreed by the Local Committee (Spring Term). General information of a school's premises will be added to the policy by the school. Any changes to policy description will be agreed by Trustees.
34. All accommodation will have the use of toilet facilities. Please note that the facility may not be suitable for certain activities and age groups.
35. The school offers several discounts to its regular hirers to promote community use and local activities.
36. The school reserves the right to refuse to let their premises to organisations whose actions have shown them to be discriminatory, ie racist, homophobic, etc.
37. The school will not be responsible for the promotion and administration of any hirer's events or regular meetings.
38. The hirer should ensure that a member of the group has been designated as First Aider and is competent enough for such a role and its requirements. The school will make a first aid box available for use.
39. Hirers must ensure members of their groups are aware for safety of all on site.

## Appendix 2 – Safeguarding and lettings checklist of requirements

### This information is mandatory for any letting when

- the let would be at a time when pupils on roll at the school are present on site
- the club has participants under the age of 18 years or caters for children or adults with Special educational needs

School	
Headteacher	
School DSL lead	
Out-of-school provider	
Manager/lead	
Date of meeting	
Completed by	
Review date ( <i>at least annually</i> ):	

Taken from Keeping children safe during community activities, after school clubs and tuition: non statutory guidance for providers running out-of-school settings. Schools are expected to meet with providers to be assured that activities are carried out safely.

[Keeping children safe during community activities, after-school clubs and tuition: non-statutory guidance for providers running out-of-school settings - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/keeping-children-safe-during-community-activities-after-school-clubs-and-tuition)

Requirements	Confirmation that this has been checked by SLT/ any additional notes
<b>Health and safety</b>	
<p>Must consider the suitability and safety of the setting for employees and take steps to reduce any risks identified</p> <p><b><i>Please confirm that a risk assessment has been completed and is in place.</i></b></p> <p><b><i>Please provide a copy.</i></b></p>	
<p>Should have first aid training and/or a first aid kit to hand as well as awareness of what to do in an emergency (for example, call 999 if a child is having an asthma attack)</p> <p><b><i>Please confirm the named first aider for your club.</i></b></p>	

<p><b><i>Please confirm that they are a member of staff that will be on site at all times during operation.</i></b></p>	
<p>Must have a fire safety and evacuation plan  School to provide their own fire safety and evacuation plan.  <b><i>Please confirm that this has been read and understood.</i></b>  <b><i>That they are aware of the evacuation process.</i></b></p>	
<p>Should have more than one emergency contact number for each child, where reasonably possible, and know of any medical concerns or allergies    <b><i>Please confirm that this is in place.</i></b></p>	
<p>All providers must hold Public Liability insurance    <b><i>Please provide a valid copy of your Public Liability insurance certificate.</i></b></p>	
<p>Each provider must complete a Letting agreement    <b><i>Please confirm that this has been completed.</i></b></p>	
<p>Club registers    <b><i>Please provide this and update termly (or more often if applicable).</i></b></p>	
<p><b>Safeguarding and child protection</b></p>	
<p>Must have a safeguarding and child protection policy in place, including procedures for dealing with safeguarding incidents which are communicated to and understood by all staff members    <b><i>Please confirm that this is in place and provide a copy.</i></b>  <b><i>Please confirm that this is reviewed annually.</i></b>    <b><i>*Note - link to KCSIE Sept 2023 – highlight that the school will follow their own procedures if concerns are raised.</i></b></p>	
<p>Should have awareness of and training on the specific safeguarding issues that can put children at risk of harm (for</p>	

<p>example, abuse and neglect, peer-on-peer abuse, extremism and radicalisation)</p> <p><b>Please confirm that this is in place and provide training details.</b></p> <p><b>Please confirm that this is updated annually and provide the training dates.</b></p>	
<p>Should have clear procedures on what to do if they have concerns about a staff member, volunteer or other adult who may pose a risk of harm to children</p> <p><b>Please confirm that this is in place and provide a copy of the procedures.</b></p> <p><b>Please confirm that this is reviewed annually.</b></p>	
<p>Should appoint a designated safeguarding lead (DSL), who has undertaken safeguarding and child protection training</p> <p><b>Please provide the name of the appointed safeguarding lead for your club.</b></p>	
<p>Should provide parents with a named individual (such as the DSL) so they can raise safeguarding concerns, or if you are a lone provider provide the contact details of your local authority's children's services or the NSPCC helpline number</p> <p><b>Please confirm that this is in place.</b></p>	
<p>Should have contact details for the DSL and the local authority designated officer (LADO) and know the local referral route into children's social care</p> <p><b>Please confirm that this is in place.</b></p>	
<p>The lead person has read and understood:</p> <ul style="list-style-type: none"> <li>- NEST Child Protection Policy</li> <li>- Keeping Children Safe in Education – Part 1</li> <li>- Health and safety Policy</li> </ul> <p><b>Please confirm that this has been completed.</b></p>	



Suitability of staff and volunteers	
<p>Should ensure staff and volunteers have had relevant pre-employment checks (for example, DBS check, verification of identity) or, if you are a volunteer or self-employed, checked if the organisation contracting your services, can apply for a DBS check on your behalf</p> <p><b><i>Please confirm that this is in place.</i></b></p> <p><b><i>Please provide the names, DBS information and certificate numbers of all staff working in the club (this will be held on the school's SCR).</i></b></p>	
<p>Should have regular performance reviews in place to check the suitability and training requirements of staff and volunteers after their appointment</p> <p><b><i>Please confirm that this is in place.</i></b></p>	
Governance	
<p>Should have a clear complaints procedure</p> <p><b><i>Please confirm that this is in place.</i></b></p>	
<p>Should have an effective whistleblowing policy</p> <p><b><i>Please confirm that this is in place.</i></b></p>	

## DISCLAIMER

Failure to complete the **'Safeguarding and lettings checklist of requirements'** to the school would lead to the any offer of letting space being removed and/or an ongoing agreement ceasing without notice.

Signed (Headteacher)	Print name	Date

Signed (Out of School Lead)	Print name	Date

## Appendix 3 – Emergency Operating Procedures

### JOYDENS WOOD INFANT SCHOOL

Date reissued: Feb 2023      Person in charge: Gerard Strong

Out of Hours emergency contact numbers – Nicholas Lockyer-Fincken (07732 229883)

General contact number      School Office: 01322 523 188  
Nexus Education Schools Trust (NEST): 020 8289 4767

The hall capacity is:  
126 close seating on adult sized chairs  
200 standing /dancing - no seating  
148 half seated/half standing  
80 seated at tables

Classroom capacity is 32 seated adult persons with tables

The hall/class seated capacity or maximum permitted **must not be exceeded.**

#### **FIRST AID**

It is the responsibility of the lessee to provide first aid during the period of the 'let'. There are emergency first aid stations in the schools. These are located at: Main Office

There is a defibrillator in the entrance hall in each school.

The nearest telephones are located: Hall and all Classrooms  
Hirers are advised to have access to a mobile phone, as mainline telephones may not be accessible during a 'let'.

A first aider should be available to provide first aid treatment. Most emergencies can be resolved on the spot. However, in the event of a serious incident, which could range from an injury or illness requiring medical treatment to a fatality, the following formal procedures must be followed:

#### **ALWAYS ENSURE YOUR OWN SAFETY FIRST**

**Minor Injury** e.g. small cut, graze, bumps, bruises

- Take appropriate first aid action
- Make provision for the injured person to rest or continue as appropriate

#### **Major injury**

- Take appropriate first aid action – call the attending First Aider
- DO NOT move them unless to leave them could result in further injury
- Arrange for the injured person to be taken to hospital or ring for an ambulance
- Telephone the next of kin

In the case of children, the parent must be informed of any incident as soon as possible.

Record any accidents or injuries and ensure they are reported promptly to the school. The school will then follow the Trust's incident reporting procedures. In general, most legally reportable accidents will

need to be reported to the HSE by the hirer. They will, however, have to be reported by the school if they result from a schoolwork activity, or are due to the state of the premises.

## **CONTACTING THE EMERGENCY SERVICES**

When calling the emergency services, it is important that they are given the full information. Remember, when calling 999 for the police, ambulance or fire brigade, the “control room” for these services may not be local, do not expect the operator to know where the school is.

### **Procedure:**

- Keep calm, speak clearly
- Give your name – state the service(s) that you require
- Give full name, address (including postcode) and telephone number of the school.
- Location, details and time of the accident/incident
- Number of casualties and their condition together with the details of any treatment which is being administered or has been given
- Access point for the ambulance
- Someone should be instructed to meet the ambulance which will aid the medics to reach the casualty as quickly as possible

### **School Main Office and entrance: Park Way (off Tile Kiln Lane)**

Nearest main road or another landmark: **Hayden Football Club**

## **FIRE**

The fire alarm sound is a continuous loud bell which is easily recognised.

On discovering a fire, the fire alarm must be activated. Do not attempt to tackle the fire unless safe to do so (i.e. the fire can be quickly extinguished with the minimum of risk to self).

It is the responsibility of the hirer to ensure that all staff (both paid and volunteer) involved understand the basic fire precaution arrangements and procedures:

- The location of fire alarm call points and how to use them
- The location of fire exits
- The location of fire assembly points
- The location of fire extinguishers and firefighting equipment

### Fire assembly point at **Rear of Playground**

Exit the building via the nearest external door.

If evacuation is necessary, it is important to remember the following golden rules:

- Don't panic – keep a clear head
- Raise the alarm and call the fire services
- Do not stop to collect personal belongings or allow others to do so
- No heroics – people before property
- Assist visitors and people with disabilities on your way out if needed and if safe to do so
- Close doors behind you
- Where possible use the nearest fire exit
- Take all registers and once at the assembly point located on the main playground account for all participants and staff
- Report any persons unaccounted for to the Fire Brigade
- Do not use any lifts
- Do not re-enter the building or allow others to do so until instructed by the Fire Officer in charge.

- Record any incident or injury and ensure it is reported promptly to the school (and RIDDOR if legally reportable).

Remember, it is better to make a call to the emergency services, than everyone assumes that someone else has, and eventually makes none!

Any sounding of an alarm (including false alarms) should be reported to the school.

## **THEFT**

All thefts should be recorded whether from the school or an individual. In the case of an individual, take a record of the name, address and telephone number of the person whom the theft has occurred against. Thefts from the school should be reported to the school at the earliest opportunity. The school or person concerned should be asked if they wish the theft to be reported to the police. While reporting it to the police you should ask for a CAD (incident) number and make a note of the number for future reference.

If there are reasonable grounds to suspect that a particular person may have been involved in the theft, then the police must be contacted, and the person informed of the course of action being taken.

If the person is still on the premises, then they cannot be physically restrained or held against their will, the same is applicable to the person's property or clothing as this constitutes assault. Every effort should be made to detain the person until the police arrive.

## **ASSAULT**

Should an actual or alleged assault take place, the most senior person available on site should be informed or summoned if on the site.

The incident should be investigated in an attempt to find the background factors that led to the assault and seek witnesses (names and addresses to be taken).

Where injury was sustained, first aid should be provided and if necessary, the ambulance and police services should be called. Report promptly to the school.

## **DRUG/ALCOHOL ABUSE**

All persons found to be under the influence of drugs and/or alcohol should be asked to leave the premises, and if necessary escorted off the site by the most senior person available. It is important that no one places themselves at risk when dealing with disruptive or threatening behaviour relating from drug or alcohol abuse: in all such cases the police should be summoned.

In serious cases (i.e. unconscious casualty) the ambulance service must be called. During the interim period the casualty should be treated by a qualified First Aider.

## **LOST PERSON**

In the event of losing a person, if there is a public address system available this should be used requesting them to come to a meeting point. *In the case of children, do not mention that they are lost. Do not request the assistance of members of public in the search i.e. we have lost a child, has anyone seen them?*

Should relatives/lost person not be located after an extensive search it may be necessary to call the police service (i.e. vulnerable persons).

## Appendix 4 – Emergency Action Plan (EAP)

It is the responsibility of the Hirer to complete and inform their group of the letting Emergency Action Plan and any relevant Risk Assessments.

Clear signs and information should be available to anyone attending. Highlight the emergency procedures and named First Aid individuals and organisers.

Action to be taken in the event of a foreseeable emergency, for example:

- Overcrowding.
- Disorderly behaviour (including violence to staff).
- Lack of water clarity.
- Outbreak of fire (or sounding the alarm to evacuate the building).
- Bomb threat.
- Lighting failure.
- Structural failure.
- Emission of toxic gases.
- Discovery of casualty in the water (pond).

The procedure should make it clear, if it becomes necessary, how to evacuate the building. To ensure effectiveness of emergency procedures the establishment hiring the school should ensure:

- All persons hiring the premises are trained in such procedures.
- Notices are displayed to advise the users of the arrangements.
- Exit doors, signs, firefighting equipment and fire alarm call points where provided are checked regularly and ensure they are kept free from obstruction.
- All fire exit doors are operable without the aid of a key at all times the premises are occupied.

It is recommended that a Hirer completes an action plan and shares this with the school.

## **Appendix 5 – School Specific Lettings Conditions**

Joydens Wood Infant School

### **Kitchen**

The kitchen must be left clean and tidy after letting.

1. Ovens and cooker tops must be cleaned.
2. Sinks must be cleaned out and wiped dry.
3. All worktops must be wiped down.
4. Floors must be swept clean and mopped clean if necessary.
5. All utensils and cooking equipment must be cleaned, dried and returned to the original place.
6. Only adults are permitted in the kitchen. Strictly no children.
7. No smoking in the kitchen at any time.

### **School Field Lettings Conditions**

1. No items to be left in field area (all equipment must be locked away).
2. Goal posts must be secured with a padlock.
3. Toilets to be flushed before leaving the building.
4. All rubbish to be removed from the site and not left overnight.
5. Any other problems to be reported to the Headteacher (Health & Safety etc.)
6. Any problems with locks, windows, alarms, please contact the premises manager or the school.
7. Premises Manager will lock up and check the field and buildings after all lettings

## Appendix 6 – Insurance and Liability

Nexus Education Schools Trust and' schools are covered through the Government Risk Protection Arrangement (RAP). This is an alternative to commercial insurance.

For the majority of lettings, it is expected that individuals /organisation will provide their own insurance and public liability arrangements. This information will be requested, and a copy retained by the school. In some circumstances the Trust policy may cover any person or organisation to whom the Member has hired part of the premises where that person does not have or would not be expected to have public liability insurance. An additional fee will be charged of 10% of the letting cost.

**Combined School Policy Period of Insurance:** 1<sup>st</sup> September to 31<sup>st</sup> August

### Type of Insurance and cover

As stated previously, in the majority of lettings, the Hirer will provide evidence of their own insurance arrangements. In a few cases it may be appropriate for the letting to be covered by the RPA. This policy provides indemnity for hirers against specified risks of accidental injury and accidental damage to the premises or its contents for the period of hire, subject to the limits shown below.

#### RPA Summary

Type of risk	Limit
Material damage	Reinstatement value of the property
Business interruption	£10 million any one loss
Employers' liability	Unlimited
Third party liability	Unlimited
Governors' liability	£10 million any one loss and any one membership year
Professional indemnity	Unlimited
Employee and third-party dishonesty	£500,000
Money	Various, including cash on premises or in transit £5,000
Personal accident	Death and capital benefits £100,000
United Kingdom travel	Baggage and money £2,000 per person. Cancellation £1,000 per person
Overseas travel including winter sports	Includes: baggage £2,000 in total per person (inner limits apply), money £750 per person, medical expenses £10,000,000, cancellation £4,000 per person.
Legal expenses	£100,000 any one loss and any one membership year
Cultural assets	£10,000 on any one cultural asset or £250,000 any one multiple loss

## Appendix 7 – Lettings Charges

### Joydens Wood Infant School Letting Charges

September 2023 – August 2024

Fees are reviewed by the Trust board and Local Committee annually in the Spring term. Nexus Education Schools Trust and the school's Local Committee has set the General hiring fees as follows

For Hirers providing services solely for our pupils, e.g. after-school clubs, holiday clubs

Weekday

Each area of premises £13.25/hour

OR

full day hire for £79.50 (9am-3pm)

Note: Charging above is based on each area of premises (either Hall/Classroom or Playground).

Speak to the school directly for whole school hire charge pricing.



## Appendix 8 – Application for Use of Education Premises Out of Normal Hours

### Joydens Wood Infant School

<b>Name of Applicant:</b>							
<b>Address of Applicant:</b>							
<b>Name of Group/Organisation:</b>							
<b>Address if different from above:</b>							
<b>Contact Telephone Number:</b>				<b>E-Mail Address:</b>			
<b>Purpose of Hire</b> <small>(meeting, concert etc.)</small>							
<b>Number of Persons attending:</b>	<b>Adult</b>				<b>Under 16</b>		
<b>Date(s) Required:</b>	<b>From</b>				<b>To</b>		
<b>Time of Access Required:</b>				<b>Time of Departure:</b>			
<b>Frequency</b> <small>Please tick</small>	<b>Once</b>		<b>Daily-NOT</b> applicable to a letting agreement		<b>Weekly</b>	<b>Monthly</b>	
<b>School Holiday Hire Required:</b>	<b>Yes (Dates)</b>					<b>No</b>	
<b>Accommodation Required</b> <small>(Please tick)</small>							
<b>Hall</b>				<b>Classrooms</b>			
<b>Playground</b>				<b>Kitchen</b>			
<b>Field</b>				<b>Gym</b>			
<b>Other</b>							
<b>Equipment Required</b>							
<b>Chairs</b>	Number:			<b>Tables</b>		Number:	
<b>Piano</b>	<b>Yes</b>		<b>No</b>		<b>Kitchen Servery</b>	<b>Yes</b>	<b>No</b>
<b>Other:</b>							
Will alcohol be available?				<b>Yes</b>		<b>No</b>	
Will there be music and dancing?				<b>Yes</b>		<b>No</b>	
Will any copyright material be used? E.g. CDs/DVDs/films				<b>Yes</b>		<b>No</b>	
Is admission to be charged for the function				<b>Yes</b>		<b>No</b>	
How much will admission be charged?				<b>Adult</b>	£	<b>Under 16</b>	£
Is a temporary event notice required for the event?				<b>Yes</b>		<b>No</b>	
<b>Does the Hirer have appropriate insurance with public liability insurance with an indemnity limit of not less than £5,000,000?</b>				<b>Yes</b> <small>(Details)</small>	<b>Company</b>		<b>No</b>
<b>Has the checklist and evidence of safeguarding been checked?</b>					Copy received -Initials please initial		

**TO BE COMPLETED BY ALL HIRERS**

*I hereby make an application for the use of the accommodation and facilities stated and upon application being granted, I undertake to pay in advance the charges in respect thereof and to accept and comply with the Terms & Conditions of Lettings, a copy of which I have received.*

*I declare that I am over the age of 18.*

*I declare that I have studied the conditions accompanying this form and guarantee that they will be observed. I undertake to pay on demand (a) the charges at least one week before the date of the hire period and (b) the cost of making good any damage which may have been done to the School buildings or furniture or other property or in consequence of the proposed occupation.*

*I understand my obligations and duty of care under health and safety regulations and I have read the accompanying information. I acknowledge that all clubs and regular private hirers must have an appropriate child and vulnerable adult safeguarding policy and/or appropriate DBS checks in place (Please provide evidence of this)*

Name: ..... Position held: .....

Signature: ..... Date: .....

**Applicants for the use of education premises are requested to submit this form to the Headteacher of the School for which the letting is required at least 21 days before the accommodation is required.**

**INTERNAL ONLY**

**TO BE COMPLETED BY THE HEADTEACHER**

I **do /do not\*** agree to this application.

The Caretaker has been informed and **will/will not\*** be required to be in attendance for the full period of the letting. \*Delete as appropriate

Headteacher signed ..... Date .....

DBS and other checks completed if applicable

School Office Use Only			
Approved (please tick)		Not Approved	
Charge Rate £		Total Charge £	
Invoice No		Invoice Date	
Caretaker Advised	Yes please initial	Date	
Lettings Diary Marked	Yes please initial	Date	
Refundable Deposit	£	Insurance certificates copied (Public Liability/ loss/damage)	YES please initial
		Member insurance	Yes To be agreed and initialled Headteacher
		Risk Assessment	YES please initial
Payment Received	Yes please initial	Date	
Additional Fee	Yes	£	