

# Woodlands Primary School

## Lettings Policy



Written by	Tracey Surmon
Ratified by Governors	May 2021
Date for Review	May 2023
Signed – Chair of Governors	
Signed – Headteacher	
Is this based on an internal or external policy?	External
Is this based on a model policy?	Yes

This policy has been impact assessed by Tracey Surmon in order to ensure that it does not have an adverse effect on race, gender or disability equality

**WOODLANDS PRIMARY SCHOOL  
LETTINGS POLICY**

**Philosophy**

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

- Raise income for the school
- Better integrate 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/organisations
- Increase use of facilities which are underused by the school

**Implementation**

Bookings are made through the School Business Manager, as authorised by the Governing Body and confirmed in writing.

School and PTA activities have priority and no bookings should be confirmed more than 4 months in advance, although provisional bookings may be made at any time.

The Hirer must sign a contract which covers the following:

- Terms and conditions relating to planned use of the facilities
- Safeguarding Arrangements
- Cancellation
- Damage
- Insurance
- Fees
- Any restrictions on use

Outline charges are set by the Headteacher/Governors and reviewed annually. Any specific charges are set at the time of the contract.

A diary is kept covering all school, PTA and outside use of the premises and grounds after school, in evenings, at weekends and during holidays.

**Roles & Responsibilities**

The School Business Manager is responsible for the construction and regular update of the lettings diary.

The PTA and individual teachers are responsible for informing the School Business Manager in advance of events outside teaching hours which will use the school's premises.

Opening and closing the school is undertaken by either the Site Manager, Caretaker or Cleaning Supervisor or by prior agreement with an authorised member of the staff.

Supervision during the letting is the responsibility of the Hirer. The Hirer is also responsible for the security of the area of the school being used and for any first-aid issues arising during the period of letting. All entrances and exits will be kept locked **at all times** in accordance with the school safe-guarding procedure.

Post-letting checks are made by the Site Manager or Caretaker and any issues reported to the School Business Manager. Follow-up of unsatisfactory lettings is made and due attention paid to avoid undue wear and tear on the buildings and equipment.

### **Safeguarding Checks**

It is the hirer's responsibility to ensure that safeguarding arrangements are in place, including DBS checks for staff and volunteers where necessary.

### **Prevent Duty**

Woodlands complies with the requirements of the Counter Terrorism and Security Act to have due regard for the need to prevent people being drawn into terrorism and will act in accordance with its Prevent duty.

### **Monitoring & Evaluation**

The success of lettings can be equated to the additional income raised for the school, less the cost of any reasonable wear and tear to the furniture and fabric of the school, costs of additional heating and any Site Manager/Caretaker/ Cleaning Supervisor overtime payments.

Below is a list of the charges currently applying to Hall Lettings.

After-School Clubs for the children: Free if for WPS children only

Evening/Weekend users of the Hall: £15 per hour or part thereof

Summer Play scheme – agreed annually



### CONDITIONS OF HIRE

Use of school premises for a letting must be agreed in advance and confirmed in writing by both the user and the authorised representative of the school. The agreement will include the fee and any other charges payable. These are reviewed annually. It must be recognised that the school's own use of the premises takes priority and there may be occasions when arrangements have to be changed. The school will give as much notice as possible when this arises via email to the relevant letting contact. Formal confirmation of bookings will be made termly when an invoice will be issued. Payment for the use of the facilities must be made in advance of the hire period and on receipt of the invoice.

If the user wishes to cancel a specific booking or set of bookings, 5 working days' notice must be given, in which case the school will charge a cancellation fee equal to a quarter of the total fees due. If less than 5 days' notice is given, the whole of the fees may be charged. When regular weekly/monthly bookings have been made, cancellation will result in a negotiated fee according to the opportunities available for re-letting the facility.

Damage or loss of any kind sustained to the premises, fixtures and/or fittings, furniture and/or other chattels of the school shall be made good at the expense of the user within 1 month by the school or, by agreement, by the user and to the satisfaction of the school.

The user is required to make arrangements for suitable insurance cover (currently a minimum of £5 million for each and every claim) with a reputable company in respect of claims which might be made against them by a third party for accidental injury including death or accidental loss, or damage to property arising out of, or in consequence of, the letting. The user must produce proof of the policy before the letting is contracted.

If non-commercial users are unable to provide insurance cover which meets the council's requirements, cover must be arranged through the KCC Hirers' Liability Policy for which a contribution towards the cost of the said policy equal to 3.15% of the total hire charge will be levied in addition to the hire charge itself. The user will be responsible for the first £350 of each and every property damage claim.

The charge for a letting may include an amount to cover payment for standard opening and closing caretaking duties. The user is expected to adhere strictly to the agreed times or, subject to a caretaker being available, be prepared to pay overtime. If additional work, such as moving furniture or setting up of equipment is required, whether foreseen or not at the time of booking, the user will be required to meet any additional costs.

It is the user's sole responsibility to control entry of all visitors at the external entrance allocated and to ensure that only those people known to them are allowed access to school premises. The entrance and any other external doors that are unlocked must be controlled by responsible adults at all times during the period of the letting. On completion of the letting, a check must be carried out to ensure that all windows have been shut and secured and all visitors have left the premises.

It is the hirer's responsibility to ensure that safeguarding arrangements are in place. A DBS Certificate must be supplied for the Club Leader if working with children or vulnerable adults; all personnel on site must have received safeguarding training (this can be provided by Woodlands Primary School) and the hiring organisation must confirm DBS checks exist for all personnel on site, all personnel have the appropriate qualification and have signed a Staff Suitability Declaration form (which can be supplied by Woodlands Primary School). The hirers must ensure that all activities undertaken uphold our core British Values:

- Democracy
- The rule of law
- Individual liberty
- Mutual respect for, and tolerance of, those with different faiths and beliefs and those without faith

The user understands that Woodlands Primary School is General Data Protection Regulation (GDPR) compliant so any staff and pupil personal data (eg. name, address, date of birth, photograph, email address, medical information, IP address etc) that they may see while using the school premises is the sole property of Woodlands Primary School. The user, therefore, will not remove or "process" (collect, record, organise, store, adapt, retrieve, consult, use, disclose by transmission, disseminate, align, restrict, erase or destroy) Woodlands Primary School staff and pupil personal data.

The user shall not cause or permit any nuisance or disturbance to other occupiers at the school nor to occupiers of neighbouring premises.

The user should be aware of the appropriate action to be taken in the event of fire or other emergency. They should know where extinguishers are located and how to use them, how to obtain assistance from the emergency services and the location of fire exits.

The Health & Safety at Work Act 1974 (as amended) imposes duties not only on employers in respect of their employees but also on persons having control over places of work or places where plant or substances are used and on anyone who by virtue of a contract has an obligation in relation to such a place. The duties are to ensure as far is reasonably practicable, that the facilities and means of access are safe and without risk to health. Users must comply with the school's Health and Safety Policy which is available on request.

Woodlands Primary School does not permit smoking anywhere on the school grounds or in the buildings.

If agreement is given for the use of the school's meal facilities/canteen, KCC regulations must be observed.

All rubbish, empty containers or crates must be removed from the premises by the user immediately after the letting has taken place and before the caretaker locks up. Furniture and equipment is to be left as found unless other arrangements have been agreed with a school's authorised representative.

The use of materials for preparing floors for dance and the wearing of shoes likely to damage floors, especially in any hall, is prohibited.

The premises shall not be used for any purpose other than that for which agreement has been granted nor shall any areas of, or furniture/equipment in, the school but not included in the letting agreement be used without express permission. In such cases, an extra fee may be payable.

The user must have written permission from the school before arranging for alcoholic drinks to be consumed on the premises. Under the Licensing Act 2003 the users are responsible for Temporary Event Notices (TENs) to the district/borough council and local police. Alcoholic drink may not be brought onto the premises while students are present and are to be cleared from the premises when the event ends.

No public performance of a play, cinematography exhibition, public dancing, singing, music or other public entertainment of the like shall be performed in or close to the premises unless any necessary licence for the same shall first have been obtained from the appropriate authority and all necessary measures taken to fulfil the conditions of the licence. It may be that KCC blanket PRS (Performing Rights Society) or PPL (Phonographic Performance Ltd) Licences will cover some situations but this aspect must be cleared in advance with the school. Temporary Event Notices (TENs) are required not only for any sale/supply of alcohol, but also for regulated entertainment (eg. live and recorded music and performance of dance) and late night refreshments.

Vehicles should not be allowed on the playground or playing field and no parking which restricts the caretaker's or emergency services access will be permitted. Vehicles may be parked in the car park at the front of the school. Parking on the roadway where double yellow lines are displayed is not permitted. Control of parking is the responsibility of the user. No responsibility can be taken by the school for any damage to vehicles sustained whilst in the school grounds.

No landlord or tenant relationship shall be created.

We ..... agree to the school's Conditions of Hire as detailed above.

Signed: .....

Dated: .....

DOCUMENT HISTORY	
Date	Summary of Changes
26.3.21	1 <sup>st</sup> Draft recorded