



# **LETTINGS AND COMMUNITY USE POLICY**

Agreed by Staff ......January 2024

Approved by Governors....January 2024

Review Date ....January 2025

## **LETTINGS POLICY**

#### 1. AIMS

The Greensand Multi Academy Trust and governors recognise that the school facilities are a valuable asset and would wish to encourage their wider use by the local community, both as a means of developing school-community links and as a moderate source of income for the school.

However, the prime purpose of the school buildings, playing fields and equipment is to promote the education of the schools' pupils and all proposed lettings will be measured against the likelihood that they could disbar or restrict the use of the facilities by the school in the education of its pupils or in the training and well-being of its staff.

#### 2. POLICY

- 2.1 This policy will be implemented by the Headteacher, the School Business Manager (SBM) and HR and Finance Assistant.
- 2.2 The Headteacher and SBM will consider each individual case on its merits, using their discretion to let the premises appropriately but should not accept a letting that would be likely to bring the school or the education service into disrepute or would be unlawful.
- 2.3 The School Committee reserves the right to make a charge for the use and hire of the school premises. The charge will vary according to the requirements of the letting and a schedule of current rates are laid out in this policy. (See appendix 1)
- 2.4 The needs of the school, that is those of the Headteacher, staff and pupils shall be given priority.
- 2.5 Use of the school premises by the school or on behalf of the school (e.g. Parent Staff Associations) are not subject to the charging elements of this policy.

#### 3. LETTINGS PROCEDURES

- 3.1 Hirers must complete an application form agreeing to terms and conditions (Appendix 2), provide insurance documents if required, confirm Disclosure and Baring Service (DBS) checks if required and confirm that they have read this policy via completion of Microsoft form link sent.
- 3.2 The letting will be confirmed by email, stating the hire charge.
- 3.3 Payment must be made on receipt of the invoice at least one week in advance of the letting, or commencement of the letting period. Payment arrangements for longer lettings may be arranged by negotiation between school and hirer.
- 3.4 Payment must be paid into the school main bank account.
- 3.5 A refundable deposit may be required for certain lettings.
- 3.6 Hirers will only access those areas of the school that are allocated for the purposes of the hiring.

- 3.7 Hirers are not permitted to take photographs of any school displays or access any literature belonging to the school.
- 3.8 The Greensand Multi Academy Trust is not registered for VAT and is therefore VAT is not charged on lettings.

# Information provided TO hirer prior to hire:

Application for use of school premises	
Lettings and Community Use Policy	
Holmesdale Safeguarding Agreement (where applicable)	
Holmesdale Safeguarding Policy (where applicable)	
Greensand Health & Safety Policy	

### Information provided BY the hirer prior to hire:

Completed application for use of school premises required to complete booking	
DBS information of any adults involved in teaching, instructing, or coaching children on school premises	
Signed Lettings and Community Use Policy via Microsoft form	
Evidence of Public Liability Insurance	
Completed Holmesdale Safeguarding Agreement (where applicable)	
Risk Assessment (where applicable)	

All required documentation must be received and logged before the letting can commence. The hirer will be notified when their application has been approved.

#### 4. SAFEGUARDING

4.1 The Greensand Trustees and School Committee is aware of its responsibilities for safeguarding children and so, when letting out the school premises, has due regard to safeguarding policies and practices and the school's Prevent duty on anti-radicalisation. The school is committed to safeguarding and promoting the welfare of children and young people and expects hirers and their representatives to share this commitment. The Hirer will adhere to the school's safeguarding policies found on our website.

4.2 Where hirers of school premises are undertaking activities involving children, the responsibility for vetting checks lies with the hirer. Governors require that for all hiring's involving groups working with children, appropriate levels of disclosure have been obtained from the DBS (as defined by the Disclosure and Barring Service) for the individuals working on the school premises under the hirer's company name.

Where a DBS disclosure includes convictions, or other relevant information, the hirer is required to undertake an assessment of risk to determine whether that individual is suitable to work with children and young people. If such a risk assessment is required, the hirer will inform the school and the school has a right to decide if measures taken are deemed appropriate.

Hirers are required to complete the Holmesdale Safeguarding Agreement in line with Keeping Children Safe in Education (KCSiE), we require all clubs hiring our premises, who come into contact with Holmesdale Infant School pupils, to complete the agreement and provide further documentation to support their work (if required).

- 4.3 Hirers providing childcare must agree that their staff have completed the necessary Childcare (Disqualification) Regulations 2018 amended Declaration Form and that they are satisfied that these staff are able to work with children under the age of 8.
- 4.4 Decisions whether to permit lettings will be made by the Headteacher. If the Headteacher believes a letting should not be permitted he/she will report the reasons to the School Committee. The School Committee has the right to refuse any request for hiring.
- 4.5 Governors reserve the right to monitor activities at the school.

#### **5. INSURANCE**

- 5.1 All persons hiring the school premises will be expected to conform to the relevant Health & Safety regulations. A copy of the users Risk Assessment must be provided if requested and kept on file in the school.
- 5.2 If the hirer wishes to hire the premises on more than one occasion a year they will need to have their own insurance. Such lettings must have Public Liability Insurance for up to £5 million. A copy of this insurance will need to be provided at the time of hiring and when the insurance is renewed. If the Hirer is a one off letting it can be covered under the School's Insurance provided by the risk protection arrangement (RPA).
- 5.3 Hirers must agree to provide the relevant temporary event notice (if required for an event) and agree to present this to the school before the event so that the school can agree to the hiring of its premises.
- Hirers must agree to this policy annually and along with all other relevant documentation, return a signed copy to the school at least ONE WEEK prior to any letting commencing.
- 5.5 The school reserves the right to review and amend letting fees with agreement from the School Committee. Hirers will be notified of proposed fee changes with at least one full term's notice. The current charges may be found on the last page of this policy (Appendix 1)

# 6. REVIEW

This Policy will be reviewed every year and approved by the School Committee.
Declaration by the Hirer
I (please write your name) on behalf of
(please write in your company name agree that we understand and will abide by the above policy. We will provide all paperwork required as stated in the policy along with this signed statement.
Signed
Dated

# **LETTING CHARGES**: 1<sup>st</sup> September 2023–31<sup>st</sup> August 2024 For event taking place outside of normal site manager hours of Monday to Friday 8am to 6pm.

	Charge/ Hour (During School time for school clubs)	Charge/ Hour (Outside of school hours)	
HALL	n/a	£25	
STUDIO	£10	£20	
CLASSROOM	£10	£12.50	
ASTRO/PLAYGROUND	£10	£15	

Lettings may be available after 9pm subject to availability of caretaker and additional cost of minimum £20

#### Appendix 2: Application Form (please click below to access Form)

Address:					Email:				
								DBS:	
Booking D	Details								
Location		Da	ate	Date	Til	me	Tiı	me	Numb
		Fro	om	То	Fr	om	Т	o	Sess

#### Lettings Application Form continued

#### Terms and conditions of use for community school premises

- 1. There will be at least two weeks' notice for any cancellation of a booking made by the hirer.
- 2. Payment of the appropriate charges as agreed prior to hire. Any such agreement must be approved in writing, and is subject to payments being received at the agreed intervals.
- 3. Caretakers will give reasonable assistance, within the terms of their employment, to hirers.
- 4. The premises will be left clean and in good order and vacated not later than the time booked. The hirer shall reimburse any costs incurred in cleaning the premises after the hiring necessary to ensure that the premises are sufficiently clean for normal use by the school.
- 5. The hirer shall pay to the school the cost of repair or replacement resulting from any loss or damage arising from the hiring however caused or of whatever nature to the school premises, and all equipment or property thereon. All damage and/or accidents to be notified to the school immediately. Hirers shall ensure they have a policy of insurance to cover such liability up to at least £5 million (amount as advised by the Risk Management and Insurance Unit) and shall produce the policy to the Governors on demand. Greensand may be able to insure small groups with prior written consent from our insurers RPA.
- 6. If the caretaker is in attendance and the hirer provides additional personnel to prepare for a letting, these personnel shall be subject to the general direction and control of the caretaker.
- 7. A hirer must **not sub-let** to another party.
- 8. The hirer is responsible for ensuring that no unauthorised persons enter the premises during the hours of use and to ensure the premises have been fully vacated at the end of each use.
- 9. (a) No intoxicating liquor will be brought on to or consumed on the premises except at a function organised by a body or bodies which the Governors of the school shall have approved.
- (b) Where a licence for the sale of intoxicating liquor is necessary for a function the responsibility for obtaining such a licence is solely the hirers.
- 10. No preparations are to be applied to the floor.
- 11. Seating accommodation in the room booked may be used, but the hirer must make their own arrangements for any additional chairs, tables etc required for the usage, and for removing them before the school re-opens on the following day.
- 12. In the case of lettings for music, singing, dancing, or stage plays, the entertainment must be for a closed organisation such as a society or club or by invitation only.

NOTE: All other entertainments are classified as public entertainments, in which case there exists a statutory requirement that the school must be properly licensed. However, most school premises do not conform with the regulations governing the issue of licences for public entertainments so that they cannot normally be used for this purpose. Any proposals to use a school for a public entertainment must be discussed carefully with the School

- 13. There must be no infringement of copyright, and in the case of musical entertainment the requirements of the Performing Right Society must be fulfilled.
- 14. Greensand operates a No Smoking policy in all its premises, which covers ALL external and internal areas.
- 15. Before approving any letting for the exhibition of pictures involving the use of films or television, enquiries should be made to the appropriate to Holmesdale Community Infant School as to whether the exhibition is exempted from, or requires, a licence under the provisions of the Cinemas Act 1985 or any statutory modifications thereof.
- 16. Hirers will have access only to the particular room(s) let to them, including where it is practicable the use of a cloakroom and toilet accommodation. In no case is access permitted to any other part of the premises including particularly accommodation set aside for specific use of staff.
- 17. The hirer must ensure the immediate evacuation of the premises if an alarm is triggered or when requested to do so by any member of the staff or the Police or other emergency service in case of fire or other emergency in any part of the premises or in or on any neighbouring land or premises or when any fire or other emergency drill is being carried out on the premises.
- 18. Any dispute on the use of school facilities or school equipment out of normal school hours shall be settled by the school Governors.
- 19. This school is committed to safeguarding and promoting the welfare of children and young people and expects hirers to share this commitment. All hirers working with children are required to have a DBS disclosure at an appropriate level (as defined by the Disclosure & Barring Service) for those individuals working in school premises on behalf of the hirer.
- 20. Power of Revocation
- (a) The Governors reserve the right to revoke without notice any contract for the hire of school premises.
- (b) The school reserves the right to withdraw, without notice, permission to use school playing fields when such playing fields are unfit for use.
- (c) Where periodic payment terms have been agreed, failure to make those payments may result in termination of the agreement.
- 21. Counter Terrorism and Security Act 2015
- (a) The hirer acknowledges that the school has a duty under the Counter-Terrorism and Security Act 2015 ("CTSA") to have due regard to the requirement to prevent people from being drawn into terrorism.
- (b) The hirer shall facilitate the School's compliance with its duty pursuant to the CTSA and the statutory guidance issued under section 29 of the CTSA and in particular the hirer shall ensure that:-
- (i) the premises (and each and every part of them) do not provide a platform for extremism;
- (ii) the premises (and each and every part of them) are not used to disseminate extremist views
- (c) The school reserves the right to revoke without notice any contract for the hire of the premises if it identifies or suspects that the hirer may use (or be using) the premises contrary to this clause