

South Otterington Church of England V.C. Primary School



Lettings Policy

Revision
Spring 2015
Review Spring 2016

South Otterington Church of England V. C. Primary School
Lettings Policy

The Governing Body of South Otterington Church of England Primary School is committed to ensuring the efficient use of the school's premises and making them available for use by the local community. To this end they have adopted this lettings policy.

POLICY:

- The Governing Body is required to ensure that any expenditure resulting from the use of school premises by external organisations does not fall on the delegated budget. Consequently a scale of charges for the use of accommodation has been produced and is reviewed by the Governing Body in the Summer Term each year (Appendix 1). All external providers are expected to pay these charges. There are 2 bands of charges. Band A is for providers who directly benefit the children e.g. Sports clubs for children. Band B is for private functions.
- Authority is delegated by the Governing Body to the Headteacher to deal with requests for lettings of a routine nature. Where any prospective letting involves extended use of the premises (over a number of days/nights or after 12 midnight) or where the prospective hirer is not known to the Headteacher the Chair of Governors must be consulted. The LA's standard lettings forms shall be used on all occasions.
- Hirers are responsible for damage to premises or property which occurs during or as a result of their letting and appropriate supervision arrangements should be in place for activities held in buildings or grounds.
- The LA maintains insurance cover for liabilities incurred by Governors with regard to lettings, but insurance for liabilities incurred by hirers is the responsibility of hirers.
- Hirers are responsible for removing or otherwise disposing of litter and rubbish resulting from their use of the premises or grounds.
- No smoking/drinking of alcohol is permitted by individuals on the school premises.
- A minimum of two weeks notice is required by the school of all lettings. The standard lettings forms should be completed by the school and signed by the hirer in advance of the letting.
- Where hirers use equipment that is the property of the school or catering contractor the Headteacher/Contractors representation shall satisfy themselves that the hirer is capable of using such equipment.

Appendix 1

South Otterington Church of England Primary School

Letting arrangements ~ Band A

Sports field £4 per session (Up to 3 hours)

Class/Community Room £5 per hour

Hall (1.5 classrooms) £7 per hour

Additional classrooms £2 per hour

Out of hours discretionary surcharge:

Caretaking £6 per half hour
= opening and closing

Cleaning £5 per half hour

Please contact the school, if you require further information.

South Otterington Church of England Primary School

Letting arrangements ~ Band B Private functions

Sports field £8 per session (Up to 3 hours)

Class/Community Room £12 session (Up to 3 hours)

Hall (1.5 classrooms) £15 session (Up to 3 hours)

Additional classrooms £5 session (Up to 3 hours)

Out of hours discretionary surcharge:

Caretaking £6 per half hour
= opening and closing

Cleaning £5 per half hour

Please contact the school, if you require further information.

Appendix 2

NYCC Terms and Conditions for Use of School Premises

All groups/organisations that use the premises are required to read these terms and conditions and agree to abide by them. This terms and conditions document will be signed by the Chair of Governors at the School and the Hirer/nominated person from the hiring group/organisation.

Interpretation

'The School' means the Governing Body of the School, its employees and agents.

'The Hirer' is the organisation or individual with whom the school is contracting.

Purpose of Use

1. The accommodation shall only be used for the purposes and within the hours stated on the application, as confirmed by the School. The Hirer shall be responsible for ensuring these conditions of occupation are observed and that there is no interference with the normal activities of the school.
2. The Hirer shall not assign or sublet the whole or any part of the benefit of this agreement.
3. No interference is to be made with school property/equipment/premises which do not form part of the hire arrangement.
4. Nothing in this agreement shall create a tenancy.

Access

5. The Governing Body or its representative has access to the areas subject to hire for the purpose of inspection.

Health and Safety

6. The Hirer must comply with all laws relating to the premises and the occupation and use of the premises by the Hirer including but not limited to Health and Safety legislation.
7. The Hirer is responsible for the effective supervision of the arrangements and activities in the premises during the period of hire and for the prevention of disorderly behaviour so as to ensure that no nuisance or annoyance arises to the occupiers of adjoining premises or neighbouring residents and shall behave reasonably at all times.
8. The school fire, emergency and evacuation procedures shall be forwarded to the Hirer (form H2) and it is the Hirer's responsibility to ensure that the whole party are aware of these procedures. The Hirer shall be required to take any precautions necessary to ensure the safety of those attending the period of hire, including ensuring the means of escape from fire are not blocked or impeded.
9. It is the Hirer's responsibility to ensure that there is someone present who is suitably qualified to deliver first aid in the event of an emergency.
10. The Hirer shall immediately inform the school of any emergency, accident or serious incident that occurs on the school premises. This shall be done in person and may require the applicant telephoning [specify who and provide a contact telephone number] the Headteacher or the Premises Manager. The Hirer shall be responsible for reporting to the Health and Safety Executive any accident that arises from activities that it organises.
11. Hirers providing services to children, whether pupils at the school or others, must have policies and procedures in place to ensure children's safety, and must provide evidence of these to the school as required, i.e. Safeguarding Policy and Use of Mobile Phone Policy, CRB/ISA checks.

Payment of Hire Charges and Deposit

12. Hire charges shall be due and payable [insert number of days] days [before the date of the booking or from the date of the invoice].

13. The school reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expense.

14. Failure to appear for a hire arrangement shall result in the cost of the booking being levied.

15. Whether or not the option to hire is actually exercised, payment must be made. For example, if the Hirer makes and pays in advance for a ten consecutive week booking but only uses the premises for eight weeks, the full charge for ten evenings is payable. There shall be no refund unless the reason for cancellation is due to school commitments / out of the control of the user group.

Responsibility of the Hirer for Good Order and Safety

16. The Hirer shall be responsible for any damage to the school property, equipment or buildings caused by them or their guests. The Hirer must report any such damage to the school immediately. The Hirer shall repay to the school, on demand, the cost of re-instating or replacing any part of the premises or any property on the premises which shall be damaged, destroyed, stolen or removed during the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring. Any such costs will be in addition to the specified hire arrangements charges.

17. All preparatory and clearing away time must be accounted for in the period applied for. Should the booking overrun, the Hirer shall be charged at the hourly rate for every hour or part thereof over and above the agreed times.

18. The Hirer shall ensure that all accommodation is left in a clean and tidy condition at the end of the hire arrangement. Using litterbins and recycling facilities as appropriate will help this.

19. The Hirer must obtain express permission from the school to leave any equipment on the premises. Where permission is granted, the Hirer is responsible for any equipment they leave on the premises and shall ensure that such equipment is in good repair and after use, safely stowed away. Items no longer required by the Hirer, or deemed by the school/North Yorkshire County Council to be unsafe or beyond repair or else unsafely stored on the premises shall be promptly removed by the Hirer on demand. If such request is not complied with by the Hirer within [insert timescale], the items may be disposed of by the school/North Yorkshire County Council and the Hirer shall reimburse the school/North Yorkshire County Council for any expense incurred as a result.

20. The school shall not be responsible for any article brought or left in any part of the premises, or theft or loss of, or damage to vehicles parked in any car park provided.

21. The Hirer must ensure that all privately owned electrical equipment has a certificate of safety (Portable Appliance Test) from a qualified electrical engineer.

22. The Hirer shall comply with any reasonable instructions given by the Headteacher, premises Manager or other member of the school staff.

23. Alcohol is not allowed to be sold on the premises unless prior permission is given by the school and a licence obtained by the Hirer. Illegal drugs are not to be brought onto or consumed on the school premises.

24. There shall not be brought onto the premises anything of an inflammable, dangerous or noxious character.

25. Where the premises do not have a Public Entertainment Licence the Hirer shall be responsible for obtaining such a licence. Any fees for such licences are to be paid for by the Hirer.

26. The premises may not be used for games of chance, other than bingo, unless permission has been granted by the Governors in writing.

27. Smoking is not allowed on the school premises at any time.

28. Animals, other than Guide Dogs, are not permitted on the school premises without the prior written consent of the school.

29. The Hirer shall not make any alteration or addition to the premises and shall not affix any items to the premises.

Conditions of Hire Specific to the Sports Hall/Gymnasium

30. Outdoor footwear must not be worn in the sports hall/gymnasium. Non-marking footwear must be worn at all times.

31. No school games equipment may be used without permission. Any permitted use of sports or gymnasium equipment will be reliant upon an adult with recognised qualifications being personally in charge at all times of use.

32. The Hirer may bring their own equipment on to the premises at their own risk provided that it will not cause damage to the sports hall. The Governors reserve the right to inspect such equipment and to refuse to allow its use if, in the view of the Governors or the Head of PE, it constitutes a Health and Safety risk or a hazard to the fabric of the building.

33. Any costs incurred by the school in remedying any damage caused by the Hirer or by the use of their own equipment shall be recharged in full.

Conditions of Hire Specific to School Kitchens

34. The use of any kitchen equipment is prohibited without prior consent of the school. In the case of consent being given, a member of the school's kitchen staff shall be present during the hire of the facility to ensure that the equipment is used appropriately.

35. The use by the Hirer of any food stocks held by the school for the provision of a school meal service is not permitted.

36. The Hirer has received all necessary food safety training as required by law.

37. The kitchen premises shall be left in a clean and hygienic condition after the hire.

38. Any costs incurred by the school in remedying any damage caused by the Hirer or by the use of their own equipment shall be recharged in full.

Conditions of Hire Specific to Playing Fields during the Football/Rugby Season

39. The length of time booked for the use of a pitch must include preparation time, full playing time including breaks in play for half time and time to clear the facilities.

40. During the football season, the condition of each pitch will be carefully monitored [on a daily basis / other] by the [Headteacher / Head of PE / Grounds Staff] so as to determine as early as possible whether a pitch can continue to be played.

41. The school shall ensure that pitches are marked out for the appropriate sport for which the facilities are being used and that all equipment such as goal posts conform to health and safety standards. The school shall ensure that the grass is at a suitable length for the sporting activity to take place.

42. The decision to cancel the use of a pitch, and so a hire arrangement, rests with the [Headteacher / other] and that decision shall be final and cannot be changed irrespective of the view of any referee. The Hirer will abide by the decision of the [Headteacher / other] and shall not permit their members to use the facilities once a cancellation has been notified. Any unauthorised use shall result in the termination of the hire arrangement agreement permanently.

Indemnity and Insurance

44. North Yorkshire County Council and the school disclaim liability for injury or damage to persons or property upon its premises (so far as they are legally able to do so).

45. The Hirer agrees to indemnify North Yorkshire County Council, its employees and agents and the school against all actions, proceedings, claims, damages, awards or costs in respect of loss, damage, death or personal injury during the period of hire or before or after that time unless such death or injury occurs as a result of the negligence or breach of duty of North Yorkshire County Council, the school or their agents or employees.

46. The Hirer must be covered by a public liability insurance policy with a minimum limit of indemnity of £5 million including damage to the premises and its contents. It shall be necessary to produce documentary evidence of the cover when booking.

47. The Governing Body may at its discretion waive this requirement where the Hirer is an individual or small informal group of individuals (not using the school buildings for commercial or business purposes) who **do not** fall within the following definition and are not able to obtain public liability insurance:

- Members of any club, association or society which operates by subscription or entry fee;
- Any charity or individual organisation, carrying on business with a view to profit.

48. North Yorkshire County Council (Diocese or Trustees in the case of Voluntary Aided Schools) and the School shall maintain Public Liability insurance for third party injury and damage caused due to their negligence.

Advertising

49. No advertising shall be permitted except without the prior written consent of the school.

Video Recording

50. No video recordings may be made unless prior permission has been obtained. The School must be satisfied that the proper approvals have been received by the Hirer from all of the appropriate authorities, organisations and companies before that permission can be granted.

Cancellation

51. The school reserves the right to cancel the booking at any time without notice and without assigning any reason, but will endeavour to give as much notice as possible. Neither North Yorkshire County Council nor the school will be liable for the provision of alternative accommodation or be liable for any compensatory payment. In such circumstances, the school shall refund any monies paid in respect of the hire arrangement so cancelled but shall not be responsible for any loss or expenditure whatsoever in relation to the hire arrangement which the Hirer may have incurred or be liable to pay. The school reserves the right to refuse any application for hire as it may deem fit, or withdraw permission for any hire arrangement at any time.

52. If the facilities/equipment hired are not fully available for the duration of the booking or if the booked activity is prevented from taking place due to circumstances that were not informed to the Hirer prior to commencement of the hire arrangement, the school shall refund the monies paid for that booking.

53. If the Hirer, after the acceptance of a confirmed booking, cancels their booking 10 or more working days before the date of the booking, the full fee and deposit shall be refunded to the Hirer. If less than 10 working days' notice is given, only 50% of deposit shall be returned. If less than 5 working days' notice is given by the Hirer, there shall be no refund of the deposit. The school can, at their own discretion, overrule these in exceptional circumstances.

54. The applicant shall complete all relevant paperwork in a true and accurate way. False information may lead to an application being terminated.

AGREED by the School and the Hirer on the date set out in the Hire Arrangements Contract letter

.....
Signed by The Chair of Governors of [insert name of School]

.....
Signed by [insert Position]
Authorised signatory of [insert name of Organisation]

NYCC Hire Arrangements Checklist for Hirer

The checklist below is just an illustration. Adapt to suit your own Hire arrangements policy.

	<i>Things to do</i>	<i>√ when done</i>
1	Read through (i) the schedule of charges, (ii) the terms and conditions of use and (iii) the application form	
2	Complete the application form and sign two copies of the Terms and Conditions	
3	Send the application form and one copy of the signed Terms and Conditions to school to formally request a booking	
4	School notifies you that the booking is available or not and sends an invoice	
5	Complete risk assessment of activity (including CRB forms and ISA Registration if working with children) licences etc	
6	Send in risk assessment, CRB forms, copy of licences required, copy of insurance documents* and payment of invoice (*Where appropriate include proof of Public Liability insurance with a minimum Limit of Indemnity of £5 million)	
7	Attend induction into fire procedures	
8	Inform attendees of fire procedures and terms and conditions of use	

Hire Arrangements Contract for one off booking

[Insert Hirer's name and address]

Dear [insert name]

The Governing Body has approved your application for the use of the premises of the above named school on the [insert date] between the hours [insert start time] to [insert end time]. This use is for [insert nature / name of event].

The facilities which you have permission to use are:

- [list all accommodation including access to toilets, kitchen, first aid, reception, etc as appropriate]
- [list all equipment]

All other facilities and equipment are not to be used without prior permission.

These special arrangements apply [insert any special requirements relating to setting out the room, caretaking, cleaning, etc]

Your use of the premises will be subject to the terms and conditions of use already provided.

You will find enclosed with this letter an invoice for the hire of the premises. Payment terms are [insert details].

Yours faithfully

Headteacher on behalf of the Governing Body

Hire Arrangements Contract for block booking

[Insert Hirer's name and address]

Dear [insert name]

The Governing Body has approved your application for the use of the premises of the above named school on [insert day of the week] evening commencing [insert date] for [insert number of weeks] between the hours [insert start time] to [insert end time]. This use is for [insert nature / name of event].

The facilities which you have permission to use are:

- [list all accommodation including access to toilets, kitchen, first aid, reception, etc as appropriate]
- [list all equipment]

All other facilities and equipment are not to be used without prior permission.

These special arrangements apply [insert any special requirements relating to setting out the room, caretaking, cleaning, etc]

Your use of the premises will be subject to the terms and conditions of use already provided.

You will find enclosed with this letter an invoice for the hire of the premises. Payment terms are [insert details].

Yours faithfully

Headteacher on behalf of the Governing Body

Hire Arrangements Checklist for School Staff

Hirer: _____

Procedure	Date	Initials
Governors have Hire Arrangements Policy in place		
Send hire arrangements pack to enquirer (pack to include schedule of charges, terms and conditions of use and application form etc)		
Completed application form and signed Terms and Conditions received by school		
Assess suitability of activity		
Intended use meets with the Hire Arrangements Policy		
Check availability of premises / equipment		
Hirer has necessary Liability insurance or fits the definition to be covered under the Council's contingency Hirer's Liability cover		
School completes draft risk assessment for activity and ensure all risks can be covered		
Check availability of caretaker and agree booking with them		
Calculate cost of hire		
Take up references (where appropriate)		
View copies of the Child Protection Policy, CRB checks and safe recruitment procedures (as appropriate) for all organisations providing services to children		
Book hire arrangement into diary with Hirer's name and contact number		
Send confirmation of booking and invoice		
Deposit / payment received		
See completed risk assessment for activity from Hirer and ensure all risks are covered		
Issue receipt for payment		
Induct lessee into fire procedures etc		
Re-check booking in diary, arrangements with caretaking staff and others where appropriate		
Check that payment appears on the school's bank account and record separately on the schools finance system		

Notes:

FORMS

H1	Application for Hire of Educational Premises of Grounds (including kitchens)
H2	Information and Instructions to Organisers of Events held on Council Property

NORTH YORKSHIRE COUNTY COUNCIL, CHILDREN & YOUNG PEOPLE'S SERVICE
APPLICATION FOR HIRE OF EDUCATIONAL PREMISES OR GROUNDS
(including Kitchens)

TO BE COMPLETED IN CAPITAL LETTERS & RETURNED TO THE HEADTEACHER AT LEAST 3 WEEKS BEFORE THE PROPOSED HIRE ARRANGEMENT DATE

School.....

APPLICANT'S DETAILS

1. Name of Applicant or Organisation.....
2. Association to Organisation.....
3. Name and address for correspondence
4. Daytime contact telephone number.....

DETAILS OF HIRE ARRANGEMENT (each separate hire arrangement, not block booking, requires a separate form)

4. Purpose for which hire arrangement is requested
5. Date(s) and time(s) of proposed hire arrangement (not exceeding one school term; a separate form is required for each term):
6. Dates and times of proposed letting:

Day	Commencement Date	End Date	No of Days	From am/pm	To am/pm

7. Specify which rooms/facilities/equipment are required:

Accommodation requested (specify)					
Internal Facilities					
Hall					
Classroom		Details:			
Other		Details:			
External Facilities					
Field		Car Park		Playground	

Equipment required

8. I/we* agree
 - (i) to provide all necessary documentation as requested by the Governing Body including proof of insurance
 - (ii) to pay the Governor's charge on demand

NORTH YORKSHIRE COUNTY COUNCIL
 **SCHOOL**

Information and Instructions to Organisers of Events held on Council Property

Organisation

Event

Name of Organiser

Date

Under the Health and Safety at Work etc Act 1974 the County Council is required to provide you with the following information.

1. The area/room allocated to your activity is
2. Access is gained to this area from
3. The nearest telephone is located
4. The Caretaker's telephone number is
5. The telephone number of the Officer in Charge is
6. The First Aid Box is located
7. Potential Health and Safety Hazards

Instructions to Organisers

1. In the event of fire **immediately** dial 999 for Fire Brigade.
2. **Evacuate** all your party from the area to a safe place. Check your register, await Fire Brigade.
3. **Immediately** thereafter telephone Caretaker and/or Officer in Charge.
4. **In the event of an accident** - follow First Aid procedures, if **serious** telephone 999 for Ambulance.
5. **Immediately** thereafter telephone Officer in Charge (inform Caretaker if on the premises). All accidents must be reported.
6. Obtain names and addresses of at least two witnesses where possible.
7. If accident has occurred whilst utilising the Council's equipment do not move or touch the equipment until a Council representative has examined it.

Notes to Organisers

1. The area allocated to you must be reached by the most direct route from the access point indicated, and members of your party must not enter other rooms or areas, other than to utilise cloakroom or toilet facilities.
2. In the event that the Council has agreed to permit the use of facilities for the purpose of preparing beverages or food, only such equipment shall be used as is necessary for the preparation of these, and the activity must be under the supervision of the organiser or some other responsible person.
3. Any equipment made available must be used strictly in accordance with standard practice and under the supervision of the Organiser.
4. Organisers are reminded that the responsibility for the safety of their party rests with the Authority and with the Organiser jointly.