



LETTINGS POLICY AND PROCEDURES

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Chair of Committee: Tony Jarvis

Signed: T. Jarvis



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INTRODUCTION

The Governing Body of The Children's Hospital School recognises that the school premises constitute a valuable asset for the community as a whole both within and outside school hours. They acknowledge that the use of premises is ultimately a matter for the Head teacher but they positively encourage the utilisation of the school building and land in a manner which is consistent with the aims and purposes of the school.

Allowing the use of premises outside school hours is not without its cost; this policy is designed to ensure that the school is covered financially when doing so.

The Governing Body wishes to make every reasonable effort to enable the use of our facilities by the Community as a whole.

The purpose of this policy is to:

- provide clear guidance on lettings and the hire of school premises
- enable safe access to the school site and premises
- promote the use of school facilities by the wider community
- safeguard the interests of the school

DEFINITION OF LETTING

A letting may be defined as "any use of the school buildings and grounds by parties other than the school". A letting must not interfere with the activities of the school.

There are two types of letting agreements:

- Community Use Agreement – this arrangement is used when members of the public wish to use an area of the school premises for an activity. An example is the use of a football pitch or use of a room for members of the public to meet. A Lettings Form must be completed (See Appendix 1)
- Permanent Lease Agreement – this agreement is used when the Governing Body wishes to have permanent groups on site who occupy parts of the premises on an exclusive or shared basis. The school will manage these leases by Landlord and Tenant Legislation on the individual circumstances

These leases must still abide by the terms and conditions within this lettings policy. The subletting of premises is prohibited.

EVENT NOTICES

Hirers holding an event within the school premises may require a temporary event notice. Consultation will need to take place with the school and the Council's Events Section regarding such things as:

- Number of people present
- Capacity of the Venue
- Marking of emergency exits
- Provision of emergency lighting
- Plans

It is the responsibility of the hirer to make contact with the Council's Event Management & Health and Safety section to obtain advice on planning any event and the specific requirements thereof.

LICENSING

Some activities and services require specific licences for example:

- Prize Bingo
- Public Entertainment
- Lotteries and amusement licence
- Theatre Licence

Licences are generally required for Performances e.g. plays, public dancing, games nights.

Licences are not required for Bazaars, Private parties, Jumble sales.

It is the responsibility of the hirer to make contact with the Council's Licensing section to obtain advice and the specific requirements thereof.

SECURITY AND CONDUCT

The Business Manager will determine the security risk for each letting and will be responsible for allocating a continuous security presence or other control measures.

The hirer should take all precautions to prevent damage. Inappropriate footwear can cause damage to some floors, please take in consideration the facilities you are using. The hirer is required to pay for any breakages, losses or damage to the property arising out of the letting.

The hirer shall be responsible for the prevention of overcrowding, such as would endanger public safety, and for keeping clear all gangways, passages and fire exits.

Hirers are expected to make themselves familiar with emergency procedures, including fire safety arrangements, and ensure all members of their party are made aware as necessary. On hearing a continuous bell, please leave the building by the nearest fire exit and assemble in the playground. The fire alarm is automated and will in the event of smoke detection be activated. There are also manual call points located around the premises.

The hirer shall be responsible for proving the health, safety and welfare of all members of their group whilst on school premises.

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

The school will not be responsible for any injury to persons or damage to property arising from the letting of the school premises unless such injury or damage is the result of negligence or breach of statutory duty on the part of the school.

Alcohol may not be consumed on the school premises.

Subletting of the premises is strictly prohibited.

MANAGEMENT

The responsibility for the management of lettings lies with the full Governing Body of the school, day to day management decisions are made by the School Business Manager.

The School Business Manager will need to be satisfied that the Hirer is able to manage the let in accordance with school principles and policies before agreeing to accept the booking. If the School Business Manager does not feel that satisfactory management procedures will be in place, they will not accept the letting application.

ADMINISTRATIVE PROCESS

An individual or organisation should approach the School Business Manager to request the use of the school's facilities. Official Lettings Forms will then be forwarded which will need to be completed and returned so that the letting can be reviewed and confirmed. This policy requires The Children's Hospital School's management to:

- ensure all activities have a valid risk assessment with suitable and sufficient preventative and protective measures planned and implemented which address the school's areas of responsibility
- avoid any activity which involves a risk to health and / or safety which has not been subject to an existing risk assessment
- ensure the users hold suitable and sufficient liability insurance cover for the activity which includes all participants and spectators
- ensure any licence / registration required by the nature of the activity are in place and the required conditions have been met prior to commencement

The school will confirm in writing the confirmation of the booking, charges for hire and terms and conditions of the booking. The applicant will need to return a signed copy of the booking form to confirm they wish to proceed with the hiring of premises.

ORGANISATIONAL SCOPE

This policy applies to all activities / usage of the school's premises and facilities by external agents.

Users for the purpose of the relevant legislation are deemed as "members of the public" and as such are required to be protected from exposure to specific hazards presented by the school's premises / facilities. The hirer letting the school's premises / facilities is responsible for ensuring the health and safety of the activity being undertaken.

All users will be expected to have suitable and sufficient risk assessments, designed to cover their operation, which are aligned with the school originated risk assessments to ensure effective co-operation and co-ordination of the letting.

The Governing body reserves the right to cancel any hiring if in their opinion the organisation for which the premises are hired has racist policies, extremist beliefs or it is felt regardless of the stated reason for hire. In such event the Governors shall incur no liability to the hirer whatsoever, other than to return any fee paid in respect of the cancelled engagement.

CANCELLATIONS

Governors will seek to recover any cost incurred by the school which are unavoidable and result directly from the cancellation of a letting with less than a week's notice.

The Governing Body reserves the right to terminate a hiring agreement at any time on reasonable grounds.

All hirers must keep to their confirmed booking times and booked areas as failure to do so will result in additional costs. The confirmed times at the time of booking will be the times that you will be invoiced for and this is inclusive of any set up and breakdown time that you may require.

The Governing body may cancel any hiring if in their opinion the organisation for which the premises are hired has racist/extremist policies/beliefs or is not considered suitable regardless of the stated reason for hire. In such event the Governors shall incur no liability to the hirer whatsoever, other than to return any fee paid in respect of the cancelled engagement.

The school will endeavour to minimize any disruption to pre-booked lettings but reserves the right to change a specific venue booked, possibly at short notice during examination periods. It would be in exceptional circumstance that we would cancel the letting.

The school is entitled to retain the whole of the letting fee charges in respect of the cancellation of bookings with less than 14 days' notice. Refunds in any other circumstances are at the Governors discretion and will depend on circumstance.

APPEALS PROCEDURE

If a Hirer has a letting application rejected or agreement withdrawn, they have a right to appeal to the Governing Body.

The appeal should be made in writing and will be presented at the next full meeting of the Governing Body.

The Hirer will be informed of any action and/or decision taken by the Governing Body. The Governing Body's decision is final.

COMPLAINTS PROCEDURE

If a Hirer is dissatisfied with any aspect of the service it has received they should at the earliest opportunity attempt to resolve this with the staff of the school. Every effort will be made to resolve disputes between the parties quickly and effectively:

In the event of a dispute, the complainant should proceed as follows: -

- The School Business Manager should be contacted to try to resolve the problem.
- If the matter remains unresolved, the complaint must be submitted in writing to the Head teacher.
- Where the Head teacher has failed to satisfy the complainant, the Governing Body (or a committee or an individual governor where delegated to do so) may review the case.
- Having exhausted the steps above, all unresolved disputes or differences shall be referred to a single arbitrator who shall be determined by the school's Governing Body.

CONDITION AND DAMAGE

The hirer will keep the Premises in a clean and tidy condition when in occupation. The premises must be left in the same condition as before the letting commenced.

Any damage which occurs during the letting will be the responsibility of the user. Any such damage should be reported immediately to the school's site team. If repairs or replacement items are required this will be taken from the deposit. Please see the charges section for further details.

PUBLIC LIABILITY INSURANCE

The users will hold public liability insurance in respect of their occupation of the premises and will provide a copy of their public liability insurance if appropriate. A copy of which will be kept by the school.

The Governing Body may at its discretion waive this requirement where the user is an individual or small informal group of individuals (not using the school buildings for commercial or business purposes) who do not hold public liability insurance and who, because of this informal nature, may find it difficult to obtain.

LOSS

The school does not accept liability for loss or damage to property brought onto the premises by, or on behalf of, the users or any of its members, visitors, agents or invitees.

CHILD PROTECTION

Any organisation submitting a lettings request involving working with children or vulnerable adults must have the appropriate safeguarding policy and practices in place. It is the responsibility of the hirer to ensure that all DBS checks are in place.

FIRST AID

It is the duty of the event organiser to provide adequate and appropriate First Aid cover for the event/activity. The school has a defibrillator which is located in the nurse's office in the main reception.

PUBLIC SAFETY

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the Hirer must adhere to the correct adult/child ratios at all times. The hirer shall be informed of the maximum number of attendees for each venue at the time of hire application.

In the event of an emergency, all occupants must leave the school by the nearest exit and assemble at the venue area as advised to them by the Hirer. The Hirer is responsible for familiarising themselves with emergency exits and must ensure that participants are aware of emergency evacuation procedures and assembly points. It is good practice to carry out emergency evacuation drills at suitable intervals. The Hirer must, at all times whilst participants may be on site, have immediate access to participants' emergency contact details, and have access at all times to a mobile phone.

OWN RISK

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

SMOKING

The whole of the school premises is a non-smoking area and smoking of tobacco products or e-cigarettes is not permitted within school buildings or on school grounds at any time.

ELECTRICAL EQUIPMENT

Any electrical equipment brought by the Hirer onto the school site must comply with the Local Authorities (LA) code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the LA. The intention to use any electrical equipment must be notified on the application and documentation produced to show certificate/label of safety.

FOOD AND DRINK

No food or drink may be prepared or consumed on the property without the direct permission of the Governing Body, in line with current food hygiene regulations. All litter must be placed in the bins provided – with due regard being given to school recycling facilities

VACATION OF PREMISES

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until a responsible adult collects them.

Please note that all lettings are inclusive of set up and break down time. This enables our staff to transfer from one activity to another.

VAT

In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances). Where the letting is for a continuous period of ten or more lettings then the booking may be exempt from VAT. VAT is a complex area, and you are advised to refer to our Finance Manager if you require any further detail.

CHARGES

Area	Rate £/ hour	What's included
Sports Hall	30	Car parking. Breakout area and/or kitchen can be added at extra cost.
ICT suite	30	Car parking, 20 computers, a projector/whiteboard system and printing facilities.
Classroom	25	Car parking. Breakout area and/or kitchen can be added at extra cost.
Playground	20	Car parking. Indoor contingency areas to be agreed in advance.

Other facilities the school has available include:

Breakout Area - comfortable seating area adjacent to the Sports Hall.

Community Kitchen – 2x electric cookers, microwave oven, sink and workspace.

Note: Lettings will require a deposit equivalent to 1 hour's charge to cover the eventuality that:

- Extra cleaning is required in order to return the hired area to a satisfactory state
- Chargeable breakage(s) occur

Should there be any charges, this will be offset from the deposit and the remaining balance returned to the hirer.

If any hirer requires multiple facilities, please contact the school to obtain a price.

PAYMENT FOR LETTING

The person applying to hire the premises will be invoiced for the cost of the letting in accordance with the Governing Body's current scale of charges. Payment must be received by the school within 28 days of the invoice or within 5 working days of the letting commencing. The Hirer will be subject to an administration fee for late payment, again, in accordance with the Governing Body's current scale of charges.

The charge for accommodation includes the use of furniture within the room only. In the event of the hirer requiring additional furniture, a separate charge may be made according to circumstances. No additional equipment should be brought into school without permission.

APPENDIX 1 – APPLICATION FOR HIRE OF PREMISES

APPLICATION FOR HIRE OF SCHOOL PREMISES	
Name of Group/Society/Club	
Name of person completing the form: (Principal hirer)	
Contact Address	
Telephone Number: (Day) (Evening)	
Email address:	
Position within organisation:	
Does the hirer have Public Liability Insurance?	
Has the hirer Risk Assessed the activity or event?	

Please describe the main activities of your Group/Society/Club			
Please indicate the number and age ranges of participants attending the activity			
Young people under the age of 16		Adults	
Please indication which area/rooms are required			
Sports Hall		ICT Suite	
Classroom		Playground	
Community Kitchen		Breakout Area	
Car Parking			

LETTING DETAILS			
Single letting		Term time only	
Date required	Days/Weeks required	Start Time	End Time
IT REQUIREMENTS			
CATERING REQUIREMENTS			
DECLARATION TO BE COMPLETED BY THE HIRER			
<p>I am applying to hire The Children’s Hospital School’s facilities as detailed above and understand that by signing this application I am agreeing to abide by the school’s Conditions of letting, Code of Conduct and Fire Procedures.</p> <p>I understand that this application is subject to approval by The Children’s Hospital School’s administration and Governing Body and that I will be responsible for all damages, losses, claims and costs arising out of the use of the premises and shall indemnify the school and the Governors for any claims arising from accidents (whether fatal or otherwise) to any employee or agent of the school, to any member of the public and to any third parties, caused as a result of the hiring, except where due to the negligence of the school.</p> <p>I certify that the information given in this application is to the best of my knowledge, true and accurate. I/we undertake to pay all charges applicable to our usage of The Children’s Hospital School within 28 days of receipt of an invoice.</p>			
<p>Signed: Date:</p> <p>Print Name:</p>			
OFFICIAL USE ONLY			
Date application received:		By Whom/ Date	
Booking added to diary		By Whom/Date	
Date confirmation of booking sent:		By Whom/Date	

APPENDIX 2 - CODE OF CONDUCT FOR USERS

The Governors at the Children's Hospital School require all users of the college premises to abide by the following code of conduct.

1. Follow school rules displayed by signage
2. Ensure all users of the building are aware of the fire evacuation procedures
3. Follow all requests made by the school duty staff
4. Ensure all payments are made on time and that each session is paid for prior to taking place
5. Ensure all children/adults in your group behave appropriately and abide by this code of conduct at all times
6. Ensure appropriate First Aid coverage for your group/activity
7. Report to the duty premises officer or school management any issues that you feel need to be addressed
8. Report to the duty premises officer or school management all issues relating to Health and Safety (see Reporting Hazards form)
9. Report to the duty premises officer or school management any damage or broken equipment either discovered or caused by your letting
10. Do not seek access to booked area(s) prior to the letting start time
11. Be ready to leave your booked area(s) at the agreed finish time. Any extension to this will be charged so accordingly
12. Report all accidents and incidents to the duty staff, followed by a report to the school management team.
13. If a member of the hire party is deemed to be under the influence of drugs or exhibiting drunken behaviour or is verbally or physically aggressive they will be asked to leave the premises by the Premises Officer. If they refuse the police will be involved.

Please respect all other users at all times and show respect to our buildings, surroundings, the general environment and our community.

- Do not drop litter
- Turn off lights and taps
- Shut windows and doors after use
- Report all issues to the site team / management team.

APPENDIX 3 - REPORTING OF HAZARDS AND DEFECTS

From: _____

Organiser of: _____

Date: _____

Hazard/Defect:

Area: _____

Please return to the Premises Officer on duty.

Premises Officer received: _____

Date: _____

FIRE DURING LETTING

If you discover a fire:

- Raise the alarm as soon as possible
- When activated the alarm will make a continuous ringing noise.
- Consider your own safety and that if any group you may be responsible for
- Those with groups should concentrate on the orderly evacuation of the group.
- Leave the building by the nearest safest fire exit
- Report any crucial information to the premises officer
- Visitors should assemble in the rear playground for a roll call or otherwise instructed to do so by the Premises Officer
- Await further instructions

If you hear the alarm:

- Announce to your members what is happening
- Make the room safe (close doors and windows if practical)
- Stand by the door and carry out a head count as individuals leave
- Remind them of the location of the assembly area
- Keep the group together as much as possible
- Be prepared to use an alternative route if your exit route is blocked
- On arrival to assembly area conducted another headcount
- Await further instructions

In the event of a fire drill:

- Refer to procedure above
- In some cases, this will be done with prior knowledge

Local familiarisation:

- Memorise your most likely escape routes and exits
- Keep procedure fresh in your mind
- Flag up any concerns

APPENDIX 5 - CONDITIONS OF LETTING

PUBLIC SAFETY

The hirer shall be responsible for the prevention of overcrowding, such as would endanger public safety, and for keeping clear all gangways, passages and fire exits.

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FIRST AID

It is the duty of the event organiser to provide adequate and appropriate First Aid cover for the event/activity.

GENERAL

The Children's Hospital School has a no smoking policy. Smoking is forbidden anywhere on the site and that includes all outdoor spaces.

The hirer should take all precautions to prevent damage. Inappropriate footwear can cause damage to some floors, please take into consideration the facilities you are using. The hirer is required to pay for any breakages, losses or damage to the property arising out of the letting.

The charge for accommodation includes the use of furniture within the room only. In the event of the hirer requiring additional furniture, a separate charge may be made according to circumstances. No additional equipment should be brought into school without permission.

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The school will endeavour to minimize any disruption to pre-booked lettings but reserves the right to change a specific venue booked, possibly at short notice during examination periods. It would be in exceptional circumstances that we would cancel the letting.

The school is entitled to retain the whole of the letting fee charges in respect of the cancellation of bookings with less than 7 days' notice. Refunds in any other circumstances are at the Governors' discretion and will depend on circumstance.