



Straits Primary School

Casual Lettings Policy: The Hiring Out of Facilities

All schools have much to offer communities through the use of their buildings and facilities. Such use of facilities can take place either during the normal school day or as is often the case, out of school hours. Equally, in making use of these facilities in a safe and effective way, communities are able to support a school in developing its' role as a vital and vibrant part of the community.

At Straits the facilities available will include: the school hall, dining hall, classrooms, annex building and school grounds. The potential for disruption to the learning environment will be considered before considering any letting of classrooms. The school admin area will not be available for any letting.

Statutory Obligations

There are statutory obligations on LAs to make available school premises for elections and Parish Council meetings. These obligations arise where there is no other suitable accommodation. Only the costs for such use should be reclaimed and will then be credited to the school's budget.

Safeguarding Children

The school has a statutory duty under The Children Act 2004 to safeguard and promote the welfare of children. The key message being "Safeguarding children is everyone's responsibility". This means that key people and bodies must ensure two things. Firstly, that their functions are discharged having regard to the need to safeguard and promote the welfare of children, and secondly, that the services they contract out to others are also provided having regard to that need.

Parents and carers may reasonably assume that because an activity is taking place within a school setting, it has therefore been checked by the school for safeguarding purposes. At Straits, the Head teacher or other senior member of staff will monitor the activities taking place on the school site.

Upon receipt of applications from hirers whose events specifically involve the attendance of children, schools should request to see and retain copies of relevant safeguarding documentation as proof that hirers and their staff comply with such measures. Thereafter, for more regular bookings, schools should expect hirers to monitor expiry dates of such documentation, and to be supplied with further proof of renewals where and when appropriate, upon demand.

Schools are not expected to have a presence at all such sessions; however, it is recommended that schools look to suspend such events where, in the opinion of the headteacher, genuine causes of concern have been raised. Schools will also need to consider taking other appropriate action, in line with their own safeguarding policies, in such cases. Use of the premises should only be allowed to continue, once the headteacher is satisfied that matters have been addressed accordingly, having regard to school safeguarding policies. Schools should also consider reporting any concerns about an individual's suitability to work with children and young people to Children's Social Care and to any relevant bodies governing specific hiring groups, e.g. the Football Association in the case of a junior football club.

Holiday Play-Schemes

Holiday play-schemes may be treated as short-term casual lettings outside normal school hours.

Security

It is most essential that the security of the school is not prejudiced. To achieve the necessary level of security, a lettings custodian or site manager will open the main school premises and secure them at the end of the letting - such duties can be incorporated into normal duties or, if outside normal working hours, payments can be made. Keys, for the main school building, should on no account, be handed to non-LA employees or information relating to security systems divulged. If for any reason they are not available then another member of Straits staff will complete this task.

Health and Safety

Health and safety legislation and the requirements of the LA's Health and Safety Policy apply to the school governing body and staff at all times, including those when premises are opened up to members of the community.

Given the possibility of an accident or injury to any outside user, we will need to consider the following:

- Whether the hirers and the school are adequately covered by insurance.
- The hirers will need to be made aware of the procedure to follow in the event of fire.
- All accidents and near misses on the premises, whether to hirers or the public, must be reported.

It is strongly recommended that school PE or other equipment is not used by hirers and it should be secured. If any equipment is used by arrangement, this may affect the liability of both the hirer and the school.

Risk Assessment - The school must provide copies of risk assessments for any equipment or facilities that are likely to affect the Health and Safety of the hirers. Similarly, hirers must be prepared to present risk assessments appropriate to any equipment and activities being carried out on the school's premises.

REGULATIONS FOR THE LETTING OF STRAITS PRIMARY SCHOOL & ANNEXE BUILDING

GENERAL

1. These regulations apply for the letting of premises and grounds maintained by Straits Primary School.
2. In these regulations the term "school" means the Governing Body of Straits Primary.
3. The Governing Body and all persons authorised by them have the right to enter the hired space at all times.

PROCEDURE

1. All lettings must be approved by the Governing Body which retains the authority to make the final decision on the approval or cancellation of any letting.
2. The school may cancel any letting at any time and offer a refund of any fee paid, except in the case of a breach of the agreed letting guidelines.
3. The School reserves the right to impose special conditions in respect of any letting, series of lettings in order to protect its employees or property.
4. Hirers should acquaint themselves with the Fire Safety Regulations and should note that smoking is not permitted on the school premises and grounds.

CHARGES

1. All charges must be paid by the method required by the School. Invoices will be issued on the first of each month and any requests or alterations to the letting arrangements must be made by the last day of the previous month. This could include a request for an extra session or the cancellation of a session.
2. Charges will be made at the rates determined by the school and are reviewed on a regular basis. Any changes to rates will be communicated to potential and existing hirers.

CARE OF PREMISES

1. The hirer shall ensure that the hired space is used for the purpose agreed only.
2. The hirer shall ensure that there is a responsible adult present to supervise at all times during the letting.
3. The hirer shall prevent smoking by anyone during the letting.

4. The hirer is required to pay the school the full cost of making good any damage to property during a letting. The Hirer is responsible for clearing away any rubbish and the premises and surrounding area should be left in the condition in which they were found.
5. No desks, fixed furniture, equipment, toys that may be in the accommodation hired shall be used or interfered with, without prior approval and permission from the school. Standing on seats, furniture, window sills etc. is not permitted. Fittings, fixtures or decorations of any kind shall not be permitted, other than purely temporary arrangements which require no fixings – there shall be no disfiguring of any part of the premises for any reason.
6. The electrical and mechanical installations of the premises are not to be supplemented or altered and no public address systems are to be installed by the hirer, except with the express approval of the school.
7. The hirer shall leave the hired space clean and tidy, with all furniture or equipment returned to their original positions.
8. The hirer shall not affix any signs, flags, or advertisements without prior consent. Any agreed portable signs should be removed promptly at the end of each letting.
9. School does not provide First-Aid medical facilities or guarantee access to public telephones so hirers should make their own arrangements in this respect.

CONDITIONS OF PREMISES

1. The school cannot guarantee the condition of the premises or grounds at the commencement of the letting but they agree to make every effort to see that they are in a reasonable state for the letting to take place.
2. Where facilities booked may prove not to be available during the booked letting hours, the school will consider applications of refunds; the school's decision will be final in respect of any refund application.

INSURANCE

1. It is the responsibility of the hirer to effect whatever insurance they consider they require to cover their liabilities. Insurance arranged by the school does not extend to liabilities of the hirer.
2. The Hirer must be able to produce evidence to the Governing Body of their insurance arrangements, this will occur before any letting is agreed.

LEGAL REQUIREMENTS

1. The hirer shall comply with the legal requirements concerning consumption of alcohol, music, singing and dancing licences, theatre licences and copyright. The hirer remains responsible for obtaining any licences or extra permission required following prior permission obtained from the school.
2. The hirer shall comply with Section 12 of The Children and Young Persons Act that, where any play or entertainment is provided for children, there will be a sufficient number of adults stationed to control the movement of children and other persons entering and leaving the building.
3. The hirer shall always refrain from any illegal or immoral usage of the property and will endeavour not to cause annoyance or nuisance to neighbouring premises.

FAILURE TO COLPLY WITH ANY OF THE REGULATIONS MAY RESULT IN CANCELLATION OF THE LETTING AND / OR RECOVERY OF COSTS FOR DAMAGE.

Charges

Fees will be charged as below:

Location	Hourly fee
Classroom	£14.00 (Mon- Fri)
Hall/Dining Room	£21.00 (Mon- Fri)

Both Halls	£28.00 (Mon – Fri)
Annexe (none profit organizations)	£13.00 during school hours.
Annexe out of hours	£21.00 includes key holders fees (Mon – Fri)
Annexe (weekend rates)	Saturday £25.00 Sunday £26.00.
Hall (weekend rate)	Saturday £25.00 Sunday £26.00
Both halls (weekend rate)	Saturday £32.00 Sunday £33.00
Playground/Field (2 hour sessions)	£21.00(week day) Saturday £25.00 Sunday £26.00
<p>Any other circumstances are at the discretion of the Head teacher.</p> <p>No lettings will take place after 10pm.</p> <p>No lettings on Bank Holidays.</p> <p>Invoices will be issued on the first of each month and any requests or alterations to the letting arrangements must be made by the last day of the previous month. This could include a request for an extra session or the cancellation of a session.</p>	

All applicants for the hire of facilities at the school must complete a lettings application form signing the declaration that the applicant;

- accepts the conditions of hire and responsibility for the payment of the hire fees;
- indemnifies the school/LA against any incident;
- has current Public Liability insurance cover (where applicable);
- has adequate Safeguarding Children documentation – where appropriate

Any communications about individual lettings should be made directly between the school and hirers.

Difficulties in Securing Payment

If repeated requests for payment prove unsuccessful, no further letting should be allowed to that hirer until any debt is paid.

Recording of Lettings

Schools should maintain a record of all lettings. This will be maintained by the Business Manager.

Data Protection

This policy adheres to the principles under data protection law. For further information please review the school’s data protection policy and privacy notices published on the school’s website.

Signed by:

Chair of Buildings Committee: Date:

Head teacher: Date:

Agreed at Buildings Committee Meeting on:



Straits Primary School Casual Lettings: Booking Form

Address of School: **Longfellow Road, Lower Gornal, Dudley, DY3 3EE (01384 818575)**

Using a black pen, the applicant must complete sections A,B,C & D . Section E is for school use only.

Section A

Name of Organisation:

Nature of Organisation:

Applicant Name:

Position in Organisation:

Address:

Tel No (Day):

Tel No (Eve):

Mobile No:

Email:

Section B

Purpose of use:

Day(s) and Date(s) required:

Time(s) required: From:

To:

Estimated numbers attending:

Section C: List precise facilities required (please tick)

School Hall

Dining Room

Annex

Field/Playgrounds

Classroom (s)

Dining Room

Letting Charge: £ (one off/weekly/monthly)

Section D: Declaration

*I confirm that the organisation/hirer has Public Liability insurance cover thus:

Name of Insurer:

Policy Number:

Expiry Date:

Limit of Indemnity: £

*Delete whichever is not applicable

I undertake to pay the appropriate hiring charges, to observe and be bound by the conditions of hiring detailed in this policy together with any additional conditions set by the school, and to indemnify the school/Local Authority against any claims for loss or damage or personal injury or any associated costs arising from this agreement. I also confirm that where appropriate, this organisation has documented child safeguarding policies in place.

Applicant's Signature.....

Date.....

Section E: Approval

I confirm that I have seen the hirer's own public liability insurance cover certificate.

I also confirm that I have seen relevant child safeguarding documentation, where applicable, from this hirer.

..... (signed Head Teacher)

Date:.....