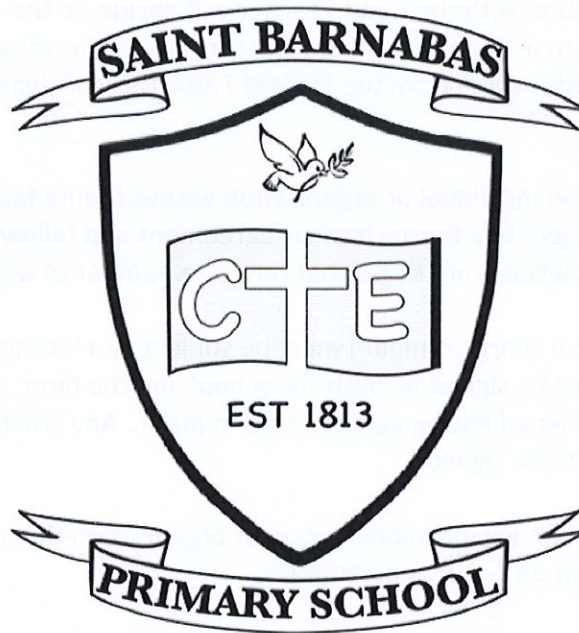


Fioretti Trust

ST BARNABAS C OF E PRIMARY SCHOOL

Lettings Policy



"We encourage one another and build each other up, to be our best selves."

Proposed by: Melanie Bourne

Date Proposed: 29th March 2023

Date accepted: 29th March 2023

Review Date: Spring Term 2026

Signed by Chair of Governors:

A handwritten signature in blue ink, appearing to be 'MB', is written over the line for the Chair of Governors.

Lettings Policy

The object of letting (hire of) school premises is to establish the school as a resource of and the 'hub' of the community. This in turn will encourage greater community cohesion and facilitate more vibrant, safer and stronger communities.

The school should not be let at a financial loss, whilst governing bodies can cross subsidise lettings by charging different amounts for different purposes, delegated budgets must not be used to subsidise non-school activities.

The Governing body in conjunction with the Head Teacher will decide on the process for agreeing if and what school facilities will be let to a 3rd party and on what terms. In some instances, the school will need to obtain formal approval for use of the site from the Fioretti Trust, this will depend on the nature of and risks involved in the letting.

Types of Lettings

Single lettings are those where an individual or organisation wishes to hire facilities on a one off basis, these lettings should still be subject to a formal lettings agreement and follow the same principles as a continuous letting. Continuous lettings are those that run for a number of weeks or terms.

Letting Agreement

All lettings (even those where no charge is made) must be subject to a letting agreement, this will detail the terms of the letting and must be signed by both the school and the hirer. A letting should only be confirmed as accepted when a signed letting agreement is in place. Any amendments to an agreement will require a new agreement form to be signed.

Equal Opportunities

School premises must not be let to any individual, group or organisation that does not subscribe and adhere to the school's statement on equal opportunities.

Political Use

School premises must not be let for political use, the only exception to this is as a polling station.

Legal Use

It is the responsibility of the person letting the premises (hirer) to ensure the premises will not be used for any purpose which may be deemed contrary to English law. The school is a community building, and the hirer will be held responsible for noise levels and guest behaviour which must not offend other users, or residents.

Named Individual

The hirer must provide the school with a named individual who the school can contact in the case of an emergency, this person must be on the premises for the duration of the letting.

Safety

During the period of the letting the hirer's named individual will be responsible for following the conditions of booking and ensuring the safety of those using the premises. The named individual will have the responsibility for complying with Fioretti Trust Health & Safety Policy (copy should be made available on request to hirer) and any other instructions or guidance provided by the Head Teacher.

The school will provide the hirer with the name and phone number of school contacts in the case of an emergency. A member of school staff will be responsible for showing the hirer's named individual how to raise the alarm in an emergency, this will include location of appropriate fire exits, fire extinguishers, evacuation points. The school will also have responsibility for organising periodic fire drills. It will be the named individual's responsibility to keep a register of those attending the event/activity, ensure fire exits are not obstructed and that school security is not compromised.

No equipment can be brought on to the site without the prior approval of the Head Teacher electrical equipment will also require a PAT testing certificate. Alcohol, smoking, drugs & gambling are not appropriate activities on school premises.

Access to the school car park should be limited especially if young children are on site.

Risk Assessments

The hirer will be responsible for ensuring compliance with any school provided risk assessments. Where appropriate the hirer will be responsible for undertaking their own risk assessments for specific activities and providing their own first aider. The school's cooking facilities must not be used unless prior permission has been obtained from Fioretti Trust or the Head Teacher.

Insurance

Neither Fioretti Trust nor the school provide hirers with public liability insurance against personal injury, accident, loss or damage to property. The hirer must provide evidence to the Head Teacher that they have adequate insurance cover in place before a letting can be agreed. It is recommended that Public Liability insurance to the value of £2million is in place for low risk activities (e.g. adult education classes) and £5million for high risk activities (e.g. gymnastic class).

Charges

Charges will be set out in the letting agreement between the school and hirer, the governing body will periodically review these charges, giving the hirer at least one half terms notice of any changes in fees or conditions of hire. Guidance prices for charges are:

Classroom hire per hour **£15.00**

School playing field hire per hour **£15.00**

School Hall hire per hour **£20.00**

Play Ground hire **£10.00** per hour (evenings)

Play Ground **£50.00** per day (weekends or holidays)

An opening fee of **£15.00** and closing fee of **£15.00** will be levied, in addition to above charges, to cover overtime paid to the Caretaker when the let occurs outside the working day of the Caretaker.

Damage

The hirer will be responsible for the cost of any damage to school premises or equipment, school staff have free access to all parts of the school site during lettings to check hirers are acting in a responsible manner.

Cleaning/Security

Any costs for cleaning or providing building security will be detailed in the letting agreement, where such costs are not identified, responsibility for cleaning and security will be the responsibility of the hirer. School site staff will be responsible for opening and closing the school unless alternative arrangements have been agreed with the Head Teacher.

Hand over arrangements

When allowing children to exit the school premises at the end of all clubs, hirers must make arrangements with parents to ensure that they are handed over to the appropriate parent/carer. If club leaders are in possession of entry codes and/or school keys, they must ensure that no person other than themselves and their employees are in possession of this.

Cancellation & Complaints

The school (via the Head Teacher or other appointed representative) has the right to cancel any letting, reasonable notice of cancellation will be given by the school unless the hirer is in breach of the letting agreement, upon which cancellation will take immediate effect. Where the hirer has a complaint the schools standard complaints policy and process will apply, if the school has a complaint about the hirer, in the first instance the Head Teacher will raise this with the named person, if the complaint is not resolved it will be escalated to the Governing Body to decide on the appropriate action for the school to take.

Declaration of Interest

Any members of school staff or governors having connection with a letting must formally declare this, declarations should be formally minuted at the appropriate meeting.

Financial accounting

All letting agreement forms to be sequentially numbered, correctly authorised and accounted for:
An invoice should be issued for all lettings.

A receipt should be issued to the hirer when cash payments are received. Receipt to include date, cost, and invoice number to which it relates.

There should be documented evidence for all transfers of income from one officer to another (e.g. Caretaker to Business Manager).

Income, when processed on the Schools Management Information System should be referenced to the relevant invoice number.

CONDITIONS GOVERNING THE LETTING OF ST BARNABAS C OF E PRIMARY SCHOOL

Agreement No: _____

Please read and sign the agreement to the general conditions listed below.

General

1. The Head Teacher and the School Governors are responsible for approving the hiring of school premises ('the Hire') and applications in the first instance should be made to the Head Teacher.
2. If the School is required for urgent official or academic reasons the School reserve the right to cancel the Hire. Should this occur, the Hirer will be reimbursed the Hiring fee.
3. All documentation required and as specified on the Safeguarding Children Checklist (appendix 1) should be presented by the Hirer before the Hire takes place.
4. Disclosure and Barring Service (DBS) certificates must be produced for the Hirer and any helpers.
5. No alterations must be made to the school structure, fixtures or fittings. Notices must only be fixed to notice boards provided.
6. Suitable footwear must be worn so as not to damage the School floors. Nothing must be put on the floors that will change the properties of the floor.
7. Members of the public must not be admitted to the school premises.
8. Alcoholic beverages must not be sold or consumed on the premises.
9. The Hirer must comply with the smoke free legislation, which came into effect on 1 July 2007. Failure to comply may result in a fine for both the Hirer and the school. Smoking is not allowed anywhere on the School premises.
10. Occupancy limits must not be exceeded.

Hirer's Responsibilities

1. The Hirer must produce event documentation to include a risk assessment and an emergency action plan of the Hire. This documentation must include details of health and safety issues relating to the nature of the hire including arrangements for first aid, supervision, communication, crowd control, use of equipment, traffic management and emergency procedures, appropriate to the nature of the hire. The Hirer undertakes to follow any recommendations arising out of such Risk Assessment prior to the hire. Further guidance on risk assessments is available from the HSE website. <http://www.hse.gov.uk>
2. The School reserves the right to undertake regular checks of the Hire of the Premises by the Hirer and any recommendations made by the School following such checks will be undertaken without delay by the Hirer. Failure to comply may result in termination of the hire arrangements.
3. If the Hirer wishes to cancel the Hire it must be notified in writing to the Head of School at least one week before the Hire is due. In the event of the Hirer failing to give such notice the Hiring Fee will be non-returnable. Any preparation work carried out for the Hirer will be paid for by the Hirer.
4. The Hirer must be in attendance at all times and must provide and exercise adequate supervision throughout the Hire to prevent:
 - (a) Damage to the buildings, grounds, fixtures, fitting and equipment; and/or
 - (b) Excessive noise and/or nuisance to local inhabitants
 - (c) Ensure that provisions for safety including recommendations identified through risk assessment are carried out The Hirer will meet the cost of making good any damage caused.
5. Adequate insurance will be affected by the Hirer to cover the liability in respect of the Hire. In respect of public liability insurance cover the Hirer shall affect the policy with a minimum indemnity of £5,000,000 in respect of any one incident.

6 In the event of any injury, damage or loss being sustained, suffered or incurred by the Hirer or any other person, the Hirer shall accept full responsibility and shall indemnify the School from all costs. Including claims, demands and expenses arising there from save where any injury, damage or loss or to any claim arising there from was caused by the negligence of the School, or any servant or representative from the School, in which circumstances, the School will indemnify the Hirer from all costs, claims, demands and expenses arising there from.

7 In the event of any damage done to or loss or property suffered or incurred by the Hirer, the Hirer shall accept full responsibility therefore and shall indemnify the School from all costs, claims, demands and expenses arising there from save where any damage or loss or to any claim arising there from was caused by the negligence of the school or any servant or representative of the School in which circumstances the School will indemnify the Hire from all costs, claims, demands and expenses arising there from.

8 The school will not be responsible for the safety of any goods or articles of any kind that may be brought into or left on the Premises by the Hirer and/or any of his representatives while on the Premises for the purposes of the Hire.

9 The School reserves the right to cancel the agreement if, in the opinion of the School, damage may be caused to the Premises; or if by flood, storm, fire or other cause beyond the School's control the Premises shall be rendered unfit for use; or if the School considers it necessary to close the Premises for the purpose of executing urgent repairs or alterations; or if, in the opinion of the School, it is in the public interest that the Premises should be closed for any reason.

10 The Hirer is responsible for providing a person/persons who is capable of administering First Aid. The Hirer is also responsible for ensuring that himself, his appointed representative and the person/s responsible for administering First Aid are aware of the location of First Aid facilities and an outside telephone. First Aid facilities (e.g. First Aid box) must be provided by the Hirer.

11 It is the hirer's responsibility to ensure children do not have any allergies to snacks given during the club session. If requested, the office can also check school records.

12 If running classes straight after school which involve children from our school: • Hirers must be on the school premises by 3.00pm to set up, ready to collect children at the end of the school.

- Classes being held within the school can only take place during term-time and excludes in-service training days when the school is closed (please see enclosed list of term dates).
- Children must be collected promptly by their parents/carers at the end of the session as there are no facilities for minding children after school. It is the Hirer's responsibility to take care of children until their parents/carers arrive.
- Children must be appropriately supervised when using the toilet facilities.
- Children must be suitably attired for the club/class they are attending.

13 The premises must be left clean and tidy after use. The cost of any additional cleaning found to be necessary will be met by the Hirer.

14 Public performances, entertainment, performance of music, singing or dancing to which members of the public are admitted are not permitted unless prior permission has been obtained from the Head Teacher who will determine that the School premises are adequately licensed for those purposes.

15 The Hirer is responsible for any waste generated by the activity of the hire and must dispose of it appropriately.

16 Hirer's equipment must be PAT tested or CANNOT be brought onto the premises.

17 Animals must not be brought onto the School grounds, playground or into any buildings, with the exception of guide dogs.

18 All information in relation to the School must remain confidential.

19 Photocopying of leaflets or posters must be undertaken by the Hirer.

Safeguarding of Children and Young People

1 Schools follow best practice in implementing a child protection policy including Disclosure and Barring Service (DBS) checks of adults who work with children in school. Therefore, any organisation hiring school premises, if working with children and young people, will be expected to present the documentation requested on the Safeguarding Children Checklist (appendix 1)

2 If the organisation is not able to present listed documentation, the School will not enter into a Hire Agreement.

Fire Precautions

1. The Hirer should be provided with a copy of the school's Emergency Evacuation Plan.

2. The Hirer must be in attendance at the scene of the activity during the whole time that the premises are open to the public and during this time an adequate number of competent attendants shall be on duty. The Hirer or his appointed representative shall not be engaged in any duty that will prevent his overall supervision of the Hire.

3. The Hirer must ascertain and comply with any special fire precautions or requirements contained in music, singing and dancing, theatres, or any other licences appropriate to the intended use of the premises. A fire risk assessment must be completed to cover all activities that will take place for the duration of the hire to satisfy the requirements of current fire safety legislation. This must be made available to the responsible person of the building. The use of pyrotechnics and special effects are not permitted without express permission of the Head of School, and are subject to specific risk assessment. Fire authority approval may also be necessary.

4. Seating, gangways and passages shall be provided as approved by the responsible person acting on behalf of the School.

5. All gangways, corridors, fire escape routes and external passageways intended for entrance and exit shall be kept entirely free from obstruction.

6. All exit doors must be accessible during the whole time the public are on the premises.

7. The Hirer must familiarise themselves with the position of a telephone for summoning assistance, fire alarm system, escape routes, operation of any door opening devices, the location of the assembly point and fire fighting equipment. Fire fighting equipment should only be used in life threatening situations and should only be used by trained people. A nominated person should be responsible for using the fire fighting equipment, if necessary. The responsible person for the site should be consulted on any additional equipment necessary where stage performances or exhibitions are intended.

Materials

1. Mats or other floor coverings shall be secured to prevent rucking.

2. Flammable materials are not to be used for the decoration of the premises unless such materials have been rendered flame retardant and are maintained as such. No naked flames can be used (e.g. candles, tea lights etc)

3. No hazardous substance/s shall be brought onto school premises unless the Control of Substances Hazardous to Health Regulations have been complied with in terms of material safety data sheets, COSHH risk assessment, and necessary controls and training are in place and must be agreed by the Head Teacher.

4. No hazardous substances can be stored at the school by the Hirer. Only sufficient quantities required for the activity should be brought to the site and all hazardous materials should be removed at the end of the activity (including any waste.)

Temporary Electrical Installations

1. Any temporary electrical installation must only be carried out by a qualified electrician and must comply with the applicable recommendations and requirements of the following:
 - (a) The Institution of Electrical Engineers Regulations for the electrical equipment of buildings – current edition and amendments;
 - b) The British Standard Specification and Codes of Practice – current edition and amendments; or
 - (c) The Electrical Supply Regulations – current edition and amendments.
2. All temporary installations shall be disconnected from the permanent installation immediately after the completion of the Hire.
3. All portable electric items must have been PAT tested within the last 12 months and a visual inspection should be carried out before use.

Additional Requirements for the Hiring of External School Premises

1. The Hirer must consult the Head of School if there is any doubt about the condition of the ground. In the event of the ground being deemed unfit for use immediately before the Hire is to take place, the hire charge will be refunded.
2. The Hirer must ensure adequate supervision is exercised over everyone taking part in the Hire including spectators. Casual spectators not included in the Hire must not be admitted. Participants must have reasonable fitness to allow them to undertake the activity safely.
3. Stakes or similar must not be driven into the ground unless specific permission has been given.
4. Vehicles must not be driven over or parked on the playground unless prior permission has been obtained.
5. Unless prior permission has been obtained, bonfires are not permitted.
6. Playgrounds must be left in a clean, tidy and safe condition.
7. Any loudspeakers must be operated at moderate volume so as not to cause a nuisance.
8. In relation to car boot sales or similar, the Hirer should take all reasonable steps to ensure that items sold on the School Premises are legal and appropriate for the Premises. It is the Hirer's responsibility to ensure that the name of the School is not brought into disrepute by the sale of illegal or inappropriate items. The Hirer should refer to the Head Teacher for guidance on such items

After the Hire

1. On completion of the Hire the Hirer must carry out an inspection of the Premises to ensure that:
 - (a) all windows and doors are closed and secured;
 - (b) the premises have been left clean, tidy and safe; and
 - (c) there are no signs of a fire.

Termination

1. In the case of regular Hires, each party reserve the right to terminate this Agreement giving the other party one month's notice in writing.
2. In the event of a breach of the terms of this Agreement by the Hirer concerning public safety including any failure to implement the recommendations of the Risk Assessment of the Hire, the School may terminate this Agreement with immediate effect.
3. The School's decision to terminate under Clauses 8.1 or 8.2 shall not give rise to any claims for damages or otherwise by the Hirer.

Indemnity

The Hirer agrees and undertakes with the School to indemnify and keep the School indemnified from and against all actions proceedings costs claims and demands by third parties in respect of any damage or liability caused by or arising from the use or occupation of the School Premises by the Hirer.

Disability Equality Statement

St Barnabas C of E Primary School is committed to promoting Disability Equality and equality of opportunity for pupils with learning difficulties. The hirer must ensure that anyone with a disability or leaning difficulty has equal access as described below:

Equal Opportunities and Inclusivity

1. The Hirer is committed to providing the equality of opportunity for all adults, children and families. We believe that no child, individual or family should be excluded from any group on any grounds.
2. The Hirer is committed to the principle that any behaviour, language or action that creates discrimination or disadvantage is unacceptable and will be challenged.
3. The Hirer will make every effort to ensure that the setting, equipment and resources promote equality of opportunity for all and reflect the different cultures, levels of ability, family status, gender, religion, etc, of the group of members who hire the facilities.
4. The Hirer believes it is important to operate a provision which is fully inclusive and encourages anti-discriminatory practice for both children and adults. The building has full wheelchair access and the setting and facilities are adaptable to enable the best level of care for all the group member's needs.
5. The Hirer will ensure that any activities undertaken would not be detrimental to cohesion of the community, nor promote intolerance on the basis of ethnicity, faith, gender, sexual orientation, disability or age. If there is any doubt about the application of any of the above conditions, the advice of the Head Teacher should be sought.

In the event of difficulty during the Hire please contact:

Head Teacher, Emma Grice 0121 464 5813
 Business Manager, Melanie Bourne 0121 464 5813
 Caretaker, Cindy Cassin 0121 464 5813

Please sign below to indicate you have read and accepted the above terms and conditions of the Agreement.

HIRER Signed:

Date:

Contact Name:

Contact Address:.....

.....

Contact Telephone:

St Barnabas authorised Signature:.....

Name:.....

Date:.....

Safeguarding Children Checklist

Appendix 1

A checklist should be completed for each club

Safety requirement in place :

- 1) Has the school gone through the terms of agreement for use of premises with the provider? Y/N
- 2) Has the provider got a Child Protection Policy that is compatible with the school's policy? Is the provider adopting the school's policy? Y/N
- 3) Has the provider got a code of conduct for staff detailing appropriate behaviour with children that is compatible with the school's code conduct? Is the provider adopting the school's code of conduct? Y/N
- 4) Is the provider aware of the procedures to be followed, if they think a child is being abused, and have they have been supplied with the appropriate numbers? Y/N
- 5) Does the provider have a procedure in the event of a child protection allegation being made against them that is compatible with BCC procedures? Is the provider adopting BCC procedures? Y/N
- 6) Does the provider follow safer recruitment principles in appointing and vetting staff? Y/N
- 7) Have all staff or volunteers working with children (including transporting children as part of the activity) been CRB checked? Has the school seen the CRB checks? Y/N
- 8) Has anything been disclosed on the CRB check that should have been discussed with the governing body? If yes take advice from the School's HR Team. Y/N
- 9) Have references been checked? Y/N
- 10) Are there appropriate arrangements for first aid or other emergencies? Y/N
- 11) Does a member of staff have a current first aid certificate? Y/N
- 12) Are all individuals in the organisation made aware of policies and procedures? Y/N
- 13) Are there arrangements for the provider to liaise with the appropriate member of staff if there should be a particular concern? Y/N
- 14) Are staff/pupil ratios appropriate for the Extended Services activity? Y/N

School signature

Provider signature

Date