

The Federation Of Angel Road Schools



HAPPY! HEALTHY! AIMING HIGH!

Lettings Policy

Reviewed and Updated by:

Finance Committee

at the meeting dated 3rd November
2016

Approved by the Full Governing
Body

at the meeting dated

(for policies that cannot be fully
delegated to sub-committees)

Next due for review: November 2017

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Angel Road Federation Policy on Hiring of School Premises

Angel Road Federation is wholly committed to the principle of the shared use of school to optimise the use of its educational facilities. Shared use of premises may only be undertaken when facilities are not directly required by pupils.

Angel Road Federation will:-

- Share with hirers the identification of the people responsible for the management and administration of the school's shared policy.
- Agree the arrangements to be made with regular users of the premises to determine a programme for each academic year.
- Seek written assurance from groups that they have the appropriate policies and DBS checks in place to safeguard children where necessary.
- Agree the arrangements for making casual bookings.
- Agree the method of informing hirers about the conditions of use.
- Advise hirers of the arrangement for keys, if it's agreed that any group leaders should be key holders, the Federation will ensure that the conditions in 6.4 are met. Failure to do this will invalidate the buildings insurance should any problems arise.
- Advise hirers of the security arrangements which must be followed.
- Advise hirers of the arrangements if the school has to be temporarily closed.
- Advise hirers of how the school will fulfil its health and safety responsibilities.
- Fix its own level of charge, to be agreed by the Governors.

Polling Stations

Angel Road Federation will charge the returning officer any additional costs incurred by the use of their premises outside of normal school hours. Invoices will be sent to the returning offices of the appropriate council.

Parish Council Use

The Local Government Act 1972 (Part IV Section 134) allows a parish Council to use a suitable room in school premises maintained by the Local Authority free of charge at all reasonable times.

Rooms may be used at the schools for parish council meetings provided there is no interference with their use for educational purposes.

Any additional costs incurred by the governors for heating, lighting and caretakers overtime, and costs of repairs to any damage, will be charged to the Parish Council.

Use of School Premises by Outside Bodies during School Hours

School hours are deemed to be 8.00 a.m. to 6.00 p.m.

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- Any use of the Federation premises by outside bodies during the school day will be carefully managed so as not to inhibit the smooth running of the establishment the fundamental purpose of any school is to ensure the proper education of its pupils.
- Where the Federation wishes to arrange a long-term use for part of its premises by a third party, then negotiation and the arrangement for a lease will be made through Children's Services – Transfer of Control Agreement.
- Lettings that take place during the school day will not be based on the Standard Scale. The additional costs incurred are marginal and any charge should only include specific additional costs that the school can identify. If such costs are identified these will form the basis of discussion with the hirer about an appropriate charge.

Application for Hire of School Premises and Conditions of Hire

Angel Road Federation will ask every hirer to complete an 'Application to hire school premises form' (see Annex V) they will also be given a 'conditions of hire' document (see Annex VI).

Health & Safety Conditions of Hiring School premises:

1. Schools Responsibilities

For the duration of the letting period Angel Road Federation will be responsible for ensuring the following provision:

- a) Adequate means of escape in an emergency.
- b) Adequate equipment available for use should an emergency situation arise. This will include; fire extinguishers, first aid kit, access to a telephone.
- c) Adequate heating, lighting and ventilation.
- d) Safe equipment and premises. Individual arrangements should detail which equipment should be used and which not.
- e) Assistance available on call to deal with defects to school plant and equipment and ensure premises are secured.
- f) Sufficient information given to hirers on operation of plant, equipment and emergency facilities.
- g) Arrangements are in place to ensure the security of the premises at the
- h) end of the letting period if appropriate.
- i) In addition to the above provisions, schools must ensure that hirers will have adequate supervision in attendance during letting periods.
- j) The Federation will carry out periodic monitoring of hire activities to ensure compliance with hire conditions.

2. Hirer Responsibilities

For the duration of the letting period the Hirer will be responsible for ensuring the following:

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- a) Adequate supervision is available
- b) Normal and emergency procedures are followed
- c) The hirer will ensure that all relevant recruitment and vetting checks including DBS disclosures have been undertaken on staff who work with children.
- d) No school equipment, other than that specified at the time of letting, is used.
- e) School furniture shall not be moved by the hirer except by arrangement with the Caretaker
- f) Familiarity with emergency equipment, such as fire extinguishers, alarms, telephone, first-aid facilities
- g) An emergency evacuation procedure is established. This will detail who will be responsible for taking control, calling emergency services and where to assemble. Consideration should be given to the needs of any disabled participants.
- h) Facilities and equipment are used in a responsible manner which does not compromise the safety of the users or the premises and equipment. This includes ensuring that;
 - 1. Alcohol is not consumed.
 - 2. Emergency exits, fire extinguishers, alarm points are not obstructed.
 - 3. Adequate walkways are available to allow free and easy access and egress.
 - 4. No gas cylinders or canisters are used inside the premises
 - 5. Combustible materials are not placed adjacent to heat sources.
 - 6. Equipment is used for the purpose for which it was designed.
 - 7. Flammable and/or hazardous substances are not to be used.
 - 8. Nails, tacks, crews etc, shall not be driven into or adhesives fixed to walls, floors, ceilings, furniture or fittings and no decorations of any kind shall be put up.
 - 9. Footwear likely to damage floors is not to be worn.
 - 10. Litter and property belonging to the hirer or his servants or agents is to be removed by the hirer at the end of the period of hire. Any costs incurred in removing these items will be paid by the hirer.
 - 11. Alterations to lighting or heating systems is forbidden
 - 12. Parking must be in designated areas, leaving access for emergency vehicles
- i) Arrangements have been made to ensure the premises are secured at the end of the letting period if appropriate

Copyright:

The hirer or his servants or agents shall not infringe any copyright, or performing rights and undertakes to indemnify the County Council against the costs for infringement. Where the let involves the use of sound recordings or music is played, groups might not be covered by the licenses purchased for the school premises. Primarily groups that are linked to the school and consist of teachers, students, PTA members etc., will be covered. For other groups clarification should be sought from the relevant licensing authority prior to the premises being let and the relevant licence purchased, if required. The School/ Lettings Officer will require from the hirer sight of the relevant licence(s) at the time of

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booking the premises. A licence may also be required for the performance of a dramatic or musical work. (Hirers should be warned that the use of 'home produced' tapes is illegal).

Alcohol:

Alcohol shall not be consumed on the school premises except with the permission of the School Governors and will be subject to the conditions made at the time of the booking, and to the obtaining of such Justice's Licence as may be necessary.

Charges for sporting use:

The hirer is reminded that the charges for sporting use relate to facilities available and at the standards provided for pupils. If a hirer should require facilities of a higher standard, then the hirer will be responsible for additional costs incurred by the school in meeting with special demands.

Disabled persons

On those occasions when disabled persons are present on the premises such special arrangements as may be necessary in the circumstances shall be made so as to enable all persons to leave the premises in the event of fire.

Use of premises for overnight accommodation

Premises used for overnight accommodation by Guides, Brownie groups, Boy Scouts and similar organisations, should have been previously inspected by the Fire Service to comment on the suitability of the premises for its proposed use. In addition to the above guidance, guidelines and recommendations for fire safety in premises used for temporary sleeping accommodation are set out below:

- a) A responsible adult who is familiar with fire evacuation procedures and escape routes from the building should supervise the children's sleeping area.
- b) Adequate means of escape should be provided from the area used for sleeping accommodation – preferably only ground floor accommodation should be used.
- c) If there is no provision for emergency lighting within the sleeping area and associated escape routes, sufficient hand lamps should be provided.
- d) Access to the use of an exchange telephone should be maintained for emergency purposes to avoid any undue delays.
- e) The Fire and Rescue Service should be notified regarding temporary use of premises as an additional precautionary measure.

Damage to Property

The hirer undertakes to make good any damage to the property of the County Council caused by neglect or default of the hirer or organisation or their servants or agents (see Note concerning insurance below). In the case of damage to sports fields, e.g. by heavy

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vehicles, the County Grounds Maintenance Manager would be responsible for the necessary repairs and for raising the appropriate account.

Liability of Hirer

The County Council shall not be liable for any injury (including injury resulting in death) or damage to or loss of property, which shall or may occur to, or be sustained by the hirer, their assistants, servants or agents, or others entering on the property in the exercise or purported exercise of the hiring (with the exception of injury or damage as may occur by reason of the neglect of the County Council or its servants or agents acting within the scope of their authority). The hirer will indemnify and keep indemnified the County Council, its servants from and against all claims and liabilities in respect of such injury or damage and all action, proceedings, costs, damages and expenses in regard thereto and also from and against all other liability, claims, demands, proceedings, costs, damages and expenses in respect of injury to persons whomever (including injury resulting in death) and damage to and loss of property (whatsoever which may arise from, or in consequence of, the exercise or purported exercise of the hiring. (See Note below concerning insurance).

NOTE

In the particular instance of damage to the County Council's property being caused by fire, the County Councils fire insurers will deal with the case and may have a legal right of recovery from the hirer. In view of the potential liabilities in respect to damage to County Council property, however caused, and any other liabilities, hirers are advised to arrange liability insurance.

Use of the Kitchen, Servery and Exclusive-Use Dining Areas

Children's Services encourages the use of all kitchens, serveries and exclusive use dining rooms, but emphasises the need for close co-operation between the school and NCS staff (the catering contractors) to ensure the satisfactory provision of the catering service. Use of, and access to, kitchen, servery and exclusive use dining areas will be at the discretion of the Governing Body, in consultation with the Headteacher, subject to:

- **Restricted areas**

Certain areas specified in the catering contract will be off limits except to the Headteacher when accompanied by a member of the contract catering staff. Such areas include food and cleaning materials stores, refrigerators and freezers. These areas are normally kept locked with the keys held by the contract caterer. The Headteacher holds a duplicate set of all keys, in case of emergencies.

- **Access during service times**

During the service times laid down in the contract access to all areas should normally only be allowed when: -

- a) There is a justifiable need.
- b) The catering contractor is informed.

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- c) Access does not interfere with the contractor's service.
- d) Access must be allowed in case of an emergency.

Users must ensure that all conditions specified in the contract are met and that areas are left in the same condition they were found. The school may incur a charge if the contractor has to clean up after use by other persons.

The Governing Body, in consultation with the Headteacher may authorise and charge for lettings subject to: -

- a) Informing the contractor prior to the let;
- b) Not allowing access to areas specified as restricted in the contract;
- c) Not allowing access during the service times laid down in the contract;
- d) Persons intending to use the cooking and washing facilities, having been given prior instructions by the contractor, in their safe and efficient operation. The Headteacher may, on his/her responsibility, allow use without instruction if hirers are qualified to use facilities in accordance with Health and Safety legislation;
- e) The attendance of a contractor's representative at the beginning and end of any let over 24 hours. The charge for the let should reflect the additional cost of this to the school.

The charge made for a let will be at the discretion of the Governing Body, in consultation with the Headteacher.

The Headteacher should inform the hirer that they would be charged for any additional costs caused by the let, e.g. damage, breakages or cleaning.

Governor's Signature.....

Date..... Next review date.....