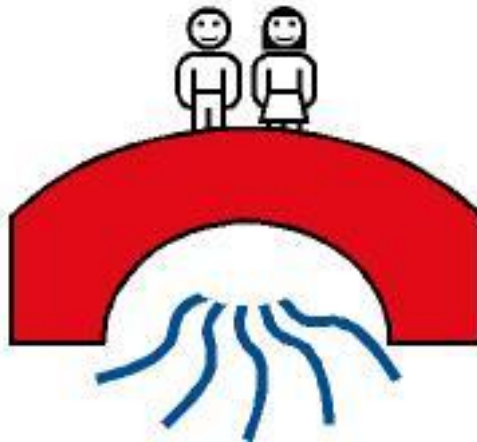


# Loddon Primary School



## Lettings Policy

Author: Jenny Sumner

Committee responsible:

H&S and Premises Committee

Date of last review: January 2017

Date of next review: January 2018

Authorised on 1 February 2017

*S Phillips* (signature)

Sarah Phillips

Headteacher

\_\_\_\_\_ (signature)

Committee Chair

It is the Governors policy to ensure that opportunities are taken to maximise the use of school facilities for a wide range of educational, social, cultural and recreational activities.

The governors delegate the day-to-day decision making to the Head Teacher or her representative who will arrange for the necessary accounting and administrative procedures in accordance with Wokingham Unitary Authority's financial regulations.

## **Definitions**

**Hirers (including the PTA and staff)** are outside agencies that are booking a room(s) in the school for an event/club or activity which is open to children or adults from outside the school out of school hours i.e. before 8:55am or after 3:30pm on schooldays, or anytime on non school days. They will normally pay lettings fees.

**School run activities/clubs** are organised through school and run by school staff or agencies paid for by the school as part of our extended schools programme (eg choir). They happen during and after school. Lettings fees are not charged. These will finish by 5:30pm.

**External Provider activities/clubs** are run by outside agencies but organised through the school eg Gymclub. They are part of our extended schools programme; they happen before or after school. Lettings fees are not normally charged but children will normally be charged. These will finish by 5:30pm

## **GENERAL CONDITIONS**

The school does not wish to provide facilities for weddings, birthday parties, discos or similar functions other than those organised by the school for its pupils, staff or parents. The School will not rent out classrooms and they may not be used by the hirers.

The sale of alcoholic drinks is not allowed.

The school operates a no smoking policy. No-one attending a function will be allowed to smoke within the confines of the school campus.

## **APPLICATIONS TO HIRE**

An application form to hire (copy attached) should be completed and returned to the school at least 4 weeks prior to the proposed date of hiring. Detailed terms and conditions are included in the form and the hirer will be expected to comply strictly with these.

Confirmation or otherwise of the booking will be given in writing within 14 days of receipt of the completed application form.

1. Unless there is a clearly perceived benefit to the pupils of this school from a particular use of the premises, any costs of that use should be covered by the lettings charge.
2. In deciding whether or not to let our premises the Governing body will also have regard to the likelihood of any damage being caused to the premises, or neighbouring premises and any nuisance that may arise as a result of accepting the booking.
3. The Governing body shall determine charges and the school shall retain all such income from the lettings.

4. Rates will be reviewed on an annual basis; the school reserves the right to review the rates at any time.
5. In determining the fee, site controllers' salary and the on costs, security company fees, energy used and wear and tear are taken into account. Insurance is also charged where appropriate.
6. The governors delegate day-to-day administration to the School Business Manager in consultation with the Head teacher.
7. The Governors have a right to refuse any booking and to cancel a session if the school is being used for a school function.
8. The governors have a right to require a deposit and/or payment before a letting takes place.
9. Current lettings rates are as per the attached sheet.
10. Hirers and External Provider clubs must complete a copy of the attached hire agreement before the event.
11. The Gipsy Lane field may not be used for parking.
12. Hirers, School run clubs and External Provider clubs may not use the school kitchen next to the Hillside small hall except with the express written permission of the Headteacher and the Wokingham catering contractor.
13. The school emergency evacuation procedure should be used by hirers, External Provider and school run clubs and activities; it is displayed around the building
  - In the event of an emergency evacuation the bell will ring continuously.
  - Leave the building by the nearest emergency exit and assemble on the netball court in the playground.
  - Report to the school staff (if they are available).
  - Call the appropriate emergency service.
14. Hirers and External Provider clubs may not use the stage or allow children onto it unless this has been specifically agreed in writing as part of the letting.
15. To comply with the school Health and Safety policy hirers and External Provider clubs may not
  - Remove or obscure fire and safety notices
  - Block fire exits or routes
  - Alter fixed installations
  - Use any equipment on the school site without the prior written permission of the Headteacher
  - Use any part of the school or site that is not listed in their agreement without the prior written permission of the Headteacher
  - Take any action that may create hazards for persons using the premises or the pupils or staff of the school
16. Hirers may use appropriate Equipment eg : mats for street dance club if agreed in advance
17. Hirers and External Provider clubs should make suitable arrangements for first aid. Any accidents or incidents should be reported to the school office so that they can be recorded in the school first

aid book and reported to WBC. (Hirers and External Providers will provide their own first aid kit and be trained in first aid.)

18. All hirers and External Provider clubs using the school must complete a risk assessment and give a copy to the school 4 weeks prior to their letting.
19. This School is committed to safeguarding and promoting the welfare of children and young people and expects all hirers and External Provider clubs to share this commitment. In particular they must
  - Send the school a copy of their safeguarding policy and written confirmation that safe recruitment policies are in place and that all staff and regular volunteers who come into contact with children have an enhanced DBS. The school reserves the right to see DBS certificates at any time.
  - Ensure at least 2 adults are on site when the children are here and that there is an appropriate adult/child ratio.
  - Maintain a register of children attending that includes contact telephone numbers. Parents should complete a consent form which includes a request for details of any medical conditions and special needs.
  - Supervise the children properly at all times (children must stay in the room where the club is taking place).
  - Have an appropriate policy for children who are not collected at the end of the session.
  - Register their club with Ofsted should the activity involve under 5 year olds, child care or other activities requiring such registration. Written confirmation of such registration will be required as part of the Letting agreement and prior to the use of the school's facilities.
20. School run clubs follow our Health and Safety and safeguarding policies (available on the school website).
21. Clubs taking place outside: Children are only allowed into the building for First Aid or to visit the toilet. The children should take all their possessions outside with them and put them in the outside classroom.
22. Arrangements for School run and External Provider clubs /activities that start **immediately** after school and finish before 5:30pm

**12:15 pm:** list of children who will not be attending given to activities leaders (reception, pigeon holes or email) ready for collection

**3:30 pm:** children attending activities are sent directly there by class teachers

**3:35 pm:** activity leader sends list of children who have not arrived to office but were expected

**3:40pm:** office rings parent to find out why child is not in the club

**End of activity:** Staff take children to reception. All children must be collected by their adult unless permission has been given for them to walk home. Staff must see the adult in the playground before releasing the child and mark the child out on the register. Children attending Out of School club must be taken to the small hall or collected by OSC staff.

**10 minutes after end of activity:** Activity leader / office ring parents of children not collected

**20 minutes after end of activity:** Activity leader takes uncollected children to Loddon Out of School Club with copy of their contact details. (OSC will charge normal fees / fines and follow their own procedure for uncollected children at end of session)

23. Arrangements for school run and External Provider clubs /activities immediately before school

**At least 10 minutes before the start of the club:** leader arrives

**No more than 5 minutes before the start time:** children arrive and are signed in by parents

**Start of club:** leader takes register

**At the end of the session (no earlier than 8:45am):** the children are taken to the building they are based in so that they can make their own way to class. Leader gives copy of signing in sheet to office

24. The school will charge External Providers for any photo copying to advertise or run clubs at cost price

### **Loddon Primary School - Lettings Charges, Groups and Conditions**

All prices are outside of VAT charging.

Hire to Loddon PTA organising activities only open to Loddon pupils or parents are Free.

Community groups means Children's Centre, Scouts, Police and Groups organising activities that include Loddon children and parents.

#### **Swimming Pool**

(Arrangements must be made for a qualified life guard to be available as part of letting agreement - Loddon Primary may be able to support in this for an additional charge.)

Loddon PTA - No charge will be made to the PTA but any swimming fees collected will be passed on to the Loddon Swimming Fund.

#### **Breakfast and After School Club**

This is currently provided by Loddon Out of School Club to which there is a separate Service Level Agreement.

#### **Notes**

- Hirers must complete a hire agreement 4 weeks before the event.
- An additional charge of 10.5 % to cover the insurance will be added to the standard cost of the hire unless the hirer can demonstrate suitable cover has already been arranged.
- Rates for use of more than one room can be negotiated separately
- Invoices must be paid within 28 days; the school reserves the right to charge interest on overdue invoices at 8% above Bank of England Base rate and the hirer is liable for all legal costs.

## Community Charge

The Hut, Main Hall and Small Hall are available Monday to Friday between 3.30pm and 10pm and 9am and 10pm on Saturday and Sunday, subject to availability. If your letting is outside of School Hours (8am to 5.30pm Monday to Friday, term time) the security charge\* will be applied for either unlocking or locking the building or both.

Venue	Hourly Charge	Security Charge*	Daily Charge (6 hours plus)
Gipsy Lane Field	£18.50	£17.00	£92.50
The Hut	£10.00	£17.00	£50.00
Small Hall	£12.50	£17.00	£62.50
Main Hall	£15.00	£17.00	£75.00
Swimming Pool	£15.50	£17.00	£77.50
Whole School *	£35.00	£17.00	£175.00

\*includes the small hall, main hall, the hut, meeting room, staff room and changing area outside the children's toilets

## Commercial and Private Parties Charge

The Hut, Main Hall and Small Hall are available Monday to Friday between 3.30pm and 10pm and 9am and 10pm on Saturday and Sunday, subject to availability. If your letting is outside of School Hours (8am to 5.30pm Monday to Friday, term time) the security charge\* will be applied for either unlocking or locking the building or both.

Venue	Hourly Charge	Security Charge*	Daily Charge (6 hours plus)
Gipsy Lane Field	£40.00	£17.00	£200.00
The Hut	£30.00	£17.00	£150.00
Small Hall	£32.50	£17.00	£162.50
Main Hall	£35.00	£17.00	£175.00
Swimming Pool	£35.50	£17.00	£177.50
Whole School	£75.00	£17.00	£375.00

## Loddon Primary School:

### CONTRACT FOR THE HIRE OF SCHOOL ACCOMMODATION AND EQUIPMENT BY INDIVIDUALS, COMPANIES & ORGANISATIONS

CONTRACTS ARE NOT ENTERED INTO WITH A CLUB. IF A HIRING IS REQUIRED ON BEHALF OF A CLUB THE CONTRACTING PARTIES SHALL BE THE SCHOOL AND AN OFFICER OF THE CLUB AND THE HIRER SHALL BE LIABLE TO THE SCHOOL FOR ALL DEBTS THAT SHALL ARISE UNDER THIS AGREEMENT.

IN CONSIDERATION OF LODDON PRIMARY SCHOOL AGREEING TO LET ME / US

First Name		Last Name	
Address			
Post Code		Telephone Number	
Email Address			
Occupation			

**THE FOLLOWING ACCOMODATION** (state your requirements/rooms/hall/accommodation/etc.)

The Hut  Small Hall  Main Hall  Swimming Pool  Whole School

PLUS any additional equipment (e.g. School Piano/Radio/T.V./Shower facilities, etc).	
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#### FOR THE PURPOSE

Purpose	
Dates	
Times	

Term Time Only Letting

IN ACCORDANCE WITH THE SCHOOLS LETTINGS POLICY, CONDITIONS OF HIRE & SCALE OF CHARGES.

I/WE HEREBY AGREE:

1. That the school reserves the right to withdraw the letting with immediate effect should it be found that any part of the school and / or it's equipment has been used inappropriately, damaged or stolen, and as a direct consequence impacts on the operational function of the school for its primary purpose.
2. To hire and use the said accommodation/equipment in accordance with the schools lettings policy and conditions and charges which I/We confirm that I/We have seen and read. In particular I/We confirm that we have completed a risk assessment and our safeguarding policy includes the need for DBS disclosures and procedures to be followed for uncollected children.

3. That the School may, at its discretion demand full payment of its charges or part thereof in advance be it before or during the duration of this agreement where upon I/We shall pay the Schools charges on demand.
4. That I/We have read, understood and shall observe and fulfil all the following Conditions:
  - a. I/We agree that all requirements relevant to the letting will be complied with including obtaining any necessary licence (e.g. for the sale of intoxicating liquor) and that all personnel employed by the hirer or involved in the activity concerned will be advised of these conditions.
  - b. Three clear days notice is required in the event of the need to cancel a booking. If due notice is not given I/We will be required to pay the full hire charge.
  - c. VAT may be applicable in certain circumstances and for certain lettings. I/We have enquired at the time of booking whether VAT is payable.
  - d. I/We will ensure that a responsible person will be present on the premises at all times during the period for the letting.
  - e. I/We accept full responsibility for damage to or theft from the School's and Borough Council's property over which I/We have control occurring during the period for which the premises are hired.
  - f. Any cleaning undertaken which, in the opinion of the officers of the school, occurs as a result of the hiring and outside the scope of the agreed hire charge, will be charged to me at the appropriate rate.
5. The School and Wokingham Borough Council accepts no responsibility whatsoever and howsoever caused, for the loss of or damage to personal property brought into or left in the premises during or as part of the letting, unless such loss or damage arise as a direct result of the negligence of the Borough Council, its servants or agents.
6. The School and Wokingham Borough Council shall not be liable to the Hirer for any consequential loss except where such loss directly arises from negligent acts or omissions of the School or Wokingham Borough Council.
7. If I/We discover a hazard in regard to access to school premises or the equipment to be used, before or during the hire I/We shall take action to make the schools-representative aware of the hazard.
8. I/We agree that no equipment will be used without the prior approval of the Headteacher of the school or the schools representative, as the case may be, and that the installation of my equipment will be carried out by competent personnel.
9. I/We accept that I/We should familiarise myself/ourselves with the position of telephones, escape routes, fire alarms and fire fighting equipment. Notices regarding the procedures in relation to action in the event of the fire will also be studied and the information passed on by me/us to the users and any, other person concerned.
10. I/We shall indemnify the School and Wokingham Borough Council against any legal liability for loss, damage, demand or proceedings whatsoever, arising under any statute or at common law for damage to property, which shall include the hired premises, or personal injury or death of any person caused during and by circumstances arising from or related to the hire of the premises. Apart from actions arising through the negligence of Wokingham Borough Council the School or its governing body.
11. I/We further agree to effect Third party insurance against any legal liability for loss, damage, demand or proceedings whatsoever, arising under any statute or at common law for damage to property, which shall include the hired premises, or personal injury or death of any person whosoever caused during or by circumstances arising from, related to or connected with the hire of the premises on the following basis:-
12. Accidental bodily injury, including death to third parties and further in respect of damage to their property - **not less than £5 million**
  - i. ii) Accidental damage caused by fire to the premises on hire - **£5 million**
  - ii. iii) Accidental damage caused to the premises on hire other than fire - **£10,000**



iii. (The first £100.00 of any damage is payable by the Hirer except in the case of Fire or Explosion)

13. In accordance with Paragraph I, I/We agree to pay an additional insurance premium of 10.50% for regular hirers based upon the hire charge in respect of the above insurance conditions, unless I/We can demonstrate that any own insurance cover satisfies the specified conditions. Where the hire does not form part of a regular hire, i.e. on a weekly or month basis then a minimum charge of £2.65 will apply or 10.50%, based upon the hire charge, whichever is the greater. Where this charge is levied, the hirer should note that there is a **£100** excess in respect of paragraph **m (i) damage and m(iii) accidental damage. Political meetings, Professional Entertainment Promotions and Commercial ventures are excluded from this cover.**

SIGNATURE OF HIRER (where hirer is an individual)	
DATE:	

Or

AUTHORISED SIGNATORY (where hirer is a firm/company or organisation)	
Position	
Date	

The account in respect of payment for the hire of the said accommodation/equipment should be forwarded to

Name	
Position	
Address	
Telephone Number	
Email Address	

*\*If the hirer is a firm this Agreement must be signed by a partner of the firm. If the applicant is a limited company this Agreement must be signed by a director or the secretary of the company. This form to be returned to the school at least 7 days before the proposed date of letting.*

10/09/2008 DCGS/INS/FIN/WBC H&L/08 Revised Limits for Non Education are £2 Million Property and £2 Million Person