

Raglan Primary School
Academy Trust



Lettings Agreement

To be reviewed February 2018

Lettings Agreement

- Appendix 2 - Read the Emergency Operating Procedure.
- Appendix 3 - I have paid the deposit (if applicable) and completed an application form.
- Appendix 4 – Read information referring to Insurance and obtained any other cover necessary.
- Appendix 6 - I confirm that I have read and understood and will adhere to the Agreement Terms and Conditions of Hirer.
- Appendix 7 - Read relevant information (Clubs 4-16).
- Appendix 8 Signed the Safeguarding Declaration (Clubs 4-16).

Name:

Position held:

Signature:

Date:

CONTACTING THE EMERGENCY SERVICES

When calling the emergency services it is important that they are given the full information. Remember, when calling 999 for the police, ambulance or fire brigade, the “control room” for these services may not be local, do not expect the operator to know where the School is.

Procedure:

- Keep calm, speak clearly.
- Give your name – state the service(s) that you require.
- Give full name, address (including postcode) and telephone number of the School

**Raglan Primary School
Raglan Road
Bromley
BR2 9NL
020 8460 6558**

Nearest main road or other landmark – **access via Jaffray Rd, off Southlands Road.**

- Location, details and time of the accident/incident.
- Number of casualties and their condition together with the details of any treatment which is being administered or has been given.
- Access point for the ambulance.
- Someone should be instructed to meet the ambulance which will aid the medics to reach the casualty as quickly as possible.

FIRE

The fire alarm is a loud continual sound, which is easily recognised.

On discovering a fire the fire alarm must be activated. Do not attempt to tackle the fire unless safe to do so (i.e. the fire can be quickly extinguished with the minimum of risk to yourself).

It is the responsibility of the hirer to ensure that all staff (both paid and voluntary) involved understand the basic fire precaution arrangements and procedures:

- The location of fire alarm call points and how to use them.
- The location of fire exits.
- The location of fire assembly points.
- The location of fire extinguishers and firefighting equipment.
- A copy of the Building Planmap.
- The location of folder with all necessary details, which is located near the office.

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- The Fire Evacuation Plan.

A fire assembly point should be allocated. If evacuation is necessary it is important to remember the following golden rules:

- Don't panic – keep a clear head.
- Raise the alarm and call the fire services.
- Do not stop to collect personal belongings or allow others to do so.
- No heroics – people before property.
- Assist visitors and people with disabilities on your way out if needed and if safe to do so.
- Close doors behind you.
- Where possible use the nearest fire exit.
- Take all registers and once at the assembly point make sure that all participants and staff have been accounted for.
- Report any persons unaccounted for to the Fire Brigade.
- Do not re-enter the building or allow others to do so until instructed by the Fire Officer in charge.
- Record any incident or injury and ensure it is reported promptly to the School (and RIDDOR if legally reportable).

Remember it is better to make multiple calls to the emergency services, than everyone assumes that someone else has, and eventually make none!

Any sounding of an alarm (including false alarms) should be reported to the School.

THEFT

- All thefts should be recorded, whether from the School or an individual. In the case of an individual, take a record of the name, address and telephone number of the person whom the theft has occurred against. Thefts from the School should be reported to the School at the earliest opportunity. The School or person concerned should be asked if they wish the theft to be reported to the police. While reporting it to the police you should ask for a CAD (incident) number and make a note of the number for future reference.
- If there are reasonable grounds to suspect that a particular person may have been involved in the theft then the police must be contacted and the person informed of the course of action being taken.
- If the person is still on the premises then they cannot be physically restrained or held against their will; the same is applicable to the person's property or clothing as this constitutes assault. Every effort should be made to detain the person until the police arrive.

ASSAULT

- Should an actual or alleged assault take place, the most senior person available on site should be informed or summoned.
- The incident should be investigated in an attempt to find the background factors that led to the assault and seek witnesses (names and addresses to be taken).
- Where injury was sustained, first aid should be provided and if necessary the ambulance and police services should be called. Report promptly to the School.

DRUG/ALCOHOL ABUSE

- All persons found to be under the influence of drugs and/or alcohol should be asked to leave the premises and if necessary escorted off the site by the most senior person available. It is important that no one places themselves at risk when dealing with disruptive or threatening behaviour relating from drug or alcohol abuse: in all such cases the police should be summoned.
- In serious cases (i.e. unconscious casualty) the ambulance service must be called. During the interim period the casualty should be treated by a qualified first aider.

LOST PERSON

It is not the responsibility of teachers or any members of the School staff to look for a lost person

However in the event of a child (4 -16 years) being lost the following procedure should be followed:

- The person who has responsibility for the club must make contact with the parent of the child.
- The person responsible must alert the caretaker, who should inform a member of the leadership team.
- The person responsible can calmly seek the assistance of other parents.
- If the child is not found after 10 minutes, and the adults who were asked to help have returned to inform you that the child cannot be found, the police need to be informed.
- In an emergency call 999. PCSO – 0208 284 8847.

APPLICATION FOR USE OF EDUCATION PREMISES OUT OF NORMAL HOURS

Applicants for the use of education premises are requested to submit this form to the Headteacher of Raglan Primary School. If the request is granted, an authority for use of the premises will be issued together with an invoice for payment as appropriate.

Name of Body making application:

.....

If Youth Organisation, are you registered with the Borough?

YES/NO

Nature of Letting (*Meeting, Concert etc.*):

.....

Number of persons to use the accommodation:

.....

(Please state whether adults or children under 16)

Accommodation required:

.....

(Please be specific – Gym, Hall, Studio, Classroom, Changing rooms etc.)

No. of chairs required:..... Is use of the piano required? YES/NO

No. of tables required: Is use of the servery required YES/NO

Purpose of letting:.....

Will intoxicating liquor be served? YES/NO Will there be music and dancing?

YES/NO

(In no case to be sold on the premises)

Accommodation required on: (Attach separate schedule if necessary)

DAY	DATE	FROM (TIME) TO	

Name and Address of person responsible: Mr/Mrs/Miss

.....

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Address:

.....
.....

Daytime telephone no.:

Is admission to be charged for the function?: YES/NO If so, how much per person:
.....

Does the hirer have public liability insurance? YES/NO (If yes please attach a copy of the schedule).

Maximum number of people attending a session: _____

I hereby make an application for the use of the accommodation and facilities stated above and upon application being granted, I undertake to pay in advance the charges in respect thereof and to accept and comply with the Terms & Conditions of Lettings, a copy of which I have received. I declare that I am over the age of 18.

Signature of Applicant: Date:

INSURANCE

The School's Insurance Policy covers hirers who do not have their own public liability insurance, against claims for compensation from third parties who are injured, or whose property is damaged, as a result of the School's negligence.

The policy covers the hirer's public liability to a limit of £2 million and has an excess of £100 for which the hirer is directly responsible.

The policy does not cover any other individual or organisation against claims as a result of their negligence. The following should therefore be applied to lettings:

- Any damage to the property or contents arising out of the letting must be made good at the expense of the hirer to the satisfaction of the School.
- b
- All commercial users (a commercial user is regarded as a person/organisation which hires the premises and may make a personal financial gain or business profit from the letting or an organisation which has a separate legal status) MUST have their own insurance cover including public liability.
- **A copy of the insurance schedule must be shown prior to the letting.**
- **FOR – Friends of Raglan have their own insurance.**

Summary of Insurance Cover – Third Party Hirers Policy

Public Liability Insurer: Zurich Municipal Insurance

Period of Insurance: 1st September 2016 to 31st August 2017

Policy Holder: Raglan Primary School (Academy Trust)

Type of Insurance and cover

The policy provides indemnity for hirers against specified risks of accidental injury and accidental damage to the premises or its contents for the period of hire, subject to the limits shown below.

This policy covers the hirer as specified in the Schedule for hiring premises.

Sums insured:

Accidental Injury	£2,000,000
Accidental Damage to premises or contents of premises	£2,000,000

Exclusions / limitations

Products Liability

- Cover is excluded in respect of any injury or damage caused by goods sold, supplied, repaired, altered, treated, erected or installed by the Hirer.

Defective Work and Damage to Products

- Cover is excluded in respect of the cost of rectifying defective work carried out by or on behalf of the Hirer.
- Cover is excluded in respect of the cost of recalling, removing, repairing, replacing or making any refund on the price of any goods or property sold or supplied by the Hirer to the goods or property itself.

Professional Liability, Errors and Omissions

- Cover is excluded in respect of injury or damage resulting from errors or omissions in advice, design or specification provided by the Hirer.

Pollution or Contamination

- Cover is excluded in respect of injury or damage which arises directly or indirectly out of pollution or contamination other than caused by a sudden identifiable, unexpected incident that takes place in its entirety at a specific time / place during the period of insurance.

Excess

- The Hirer is responsible for the first £100.00 of each and every claim for damage to the premises or content.

Note: It is the responsibility of the hirer to send renewed insurance policy documents to School.

SCALE OF LETTING CHARGES

APPENDIX 5

ROOM	SESSION	CHARGE	Proposed change
Classroom	Weekday per hour	£15 per hour	
Gym, Studio	Weekday evening from 6.00pm	£50 per session	
Lower/Middle Hall	Weekday evening from 6.00pm	£50 per session	
Gym, Studio	Saturday morning to 1.00pm	£57 per session	
Lower/Middle Hall	Saturday morning to 1.00pm	£57 per session	
Gym, Studio	Saturday afternoon 1.00 – 6.00pm	£57 per session	
Lower/Middle Hall	Saturday afternoon 1.00 – 6.00pm	£57 per session	
Gym, Studio	Sunday morning to 1.00pm	£57 per session	
Lower/Middle Hall	Sunday morning to 1.00pm	£57 per session	
Gym, Studio	Sunday afternoon 1.00 – 6.00pm	£93 per session	
Lower/Middle Hall	Sunday afternoon 1.00 – 6.00pm	£93 per session	
Gym, Studio	Saturday evening from 6.00pm	£112 per session	
Lower/Middle Hall	Saturday evening from 6.00pm	£112 per session	
Gym, Studio	Sunday evening from 6.00pm	£120 per session	
Lower/Middle Hall	Sunday evening from 6.00pm	£120 per session	
Gym, Studio	Clubs 3.30 - 4.30pm Weekdays	£10 per session	
Lower/Middle Hall	Clubs 3.30 - 4.30pm Weekdays	£10 per session	
Gym/Playground	Sports Clubs Week-days	£10per session	

TERMS AND CONDITIONS OF LETTINGS

- Enquiries for the hire of the School Premises should be made with the Finance Manager at Raglan Primary School. Applicants are advised to visit the School to ascertain the suitability of the premises for the purpose of hire.
- The cost of hiring the premises will be reviewed annually by the Governing Body.
- The hirer must have insurance.
- The hirer must be over 18 years of age.
- All applications must be made using the Lettings Agreement. The School reserves the right to refuse an application.
- The School reserves the right to limit the number of people admitted to the premises depending upon the type and size of accommodation hired and in line with Health and Safety requirements.
- The School reserves the right to cancel the hiring of premises, should the School require the premises for educational or local government purposes or in order that maintenance tasks can be undertaken. Every effort will be made to give at least one week's notice of such a cancellation. If the notice is less than a week, hire charges will be refunded. The School shall not however, be under any liability for any loss incurred by the hirer.
- The School reserves the right of entry to the premises hired at all times as the School may deem necessary for the proper supervision of the premises.
- Permission to use the premises is personal to the hirer who may NOT therefore assign it or sub-let the use of the premises in any way.
- The School grounds will not be available to hirers who wish to stage any event using pyrotechnics and the construction of any object with the purpose to ignite such an object.
- The hirers shall undertake to see that the premises are used in an orderly way and for the purpose for which they are expressly hired.
- The School does not accept any responsibility for the loss or damage to any goods, cars or personal effects belonging to the hirer or members of their

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organisation, association, clubs or to any other person present at the time of hiring.

- Health & Safety precautions must be observed at all times when using the premises.
- The person or persons hiring the premises for the use of entertainment for children or any entertainment, to which children will be admitted, shall accept full responsibility for all the arrangements made.
- All hiring is subject to the hirer or his/her authorised representative occupying and using the premises at the stated times.
- If the person responsible intends to have children in their club/activity, they must read and agree to uphold the conditions in Appendix 7 (Clubs/ Activities involving student 4-16 years).
- The School does not allow any form of gambling to take place on its premises and all fund raising events must be approved before the letting has been confirmed by the School.
- There will be NO SMOKING within School premises at all times.
- No intoxicants or alcoholic beverages are allowed on the premises without the authority of the Headteacher and appropriate licences being obtained.
- All hirers are to ensure that the premises are kept in a clean and tidy state while hiring is in progress, and also to ensure that the premises are left in a similar condition after hiring has taken place.
- The School does not permit overnight letting at any time.
- In case of long term lettings, invoices will be issued monthly in advance. Payment is required within thirty days of the date of the invoice.
- For a one-off letting a deposit of £100 will be required. This will be returned after all satisfactory checks have been made.
- In the event of the hirer not arriving within (Specified Time limit) of the start time, unless prior notice is received, the School will be secured and the letting considered to be cancelled. In this event NO refund will be made to the hirer.
- In case of one-off lettings full payment of the letting fee and refundable deposit must be made in full in advance of the letting date. If payment has not been

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received by the School prior to the event the letting will be cancelled by the School.

- On no account shall hirers offer a gratuity payment to the caretaker on duty for the School. Donations to the School will be accepted through the normal channels, i.e. the School Office.
- Dates of hire to be agreed termly in advance. Once agreed, refunds will only be paid out or credits given if a session is cancelled by the hirer with at least one month's notice in writing. Otherwise, the hiring charges will have to be paid in full.
- All accommodation will have the use of toilet facilities. Please note that the facility may not be suitable for certain activities and age groups.
- The school will refuse to let the premise to an organisation which has unlawful/extremist or racist background or shows any form of discrimination.
- The School will not be responsible for the promotion and administration of any hirer's events or regular meetings.
- The hirer should ensure that a member of the group has been designated as First Aider and is competent enough for such a role and its requirements. Hirers should bring their own First Aid Kit.
- Hirers must ensure members of their groups are aware of safety and the necessary measures to take in the event of an emergency.
- Mobile phones should not be used during activities unless in the case of an emergency.
- Photographs are only allowed to be taken with written parental permission.
- The School has the right to check and monitor that the terms and conditions are being adhered to.
- Access and exit point to the main School building is via the Link Corridor for both children and adults.
- Hirer must ensure that no unauthorised persons have access to the building.
- The person responsible for each club/activity must phone the caretaker if they are concerned that an intruder has entered the building.

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- The police must also be called if an intruder has entered or is suspected of entering the building.
- The hirer should ensure that the caretaker will not encounter verbal or physical abuse from the hirer or his/her staff.
- Sublet Under no circumstances can the hirer sublet the premises to another person or organisation.
- **Please note:** If there is a breach in the terms and conditions it could lead to the immediate termination of the hiring of the premises and a loss of the deposit.

CLUBS / ACTIVITIES INVOLVING STUDENTS 4 – 16 YEARS OLD:

Once the club / activity is up and running it is essential that the club leaders should have:

- Weekly register of attendance and the necessary contact numbers.
- Written health forms should be obtained pertaining to any illness/allergy.
- In the case of clubs that take place directly after school, provide the office with a list of pupils attending the club.
- In the case of clubs that take place directly after school, club registration should take place straight away and the office alerted if a pupil fails to turn up for the club.
- Report and complete the appropriate forms in the event of an accident or any serious incidents.
- Understand that the person responsible for running the club cannot rely on the School staff for help.
- The children should be taken to the relevant collection point handed over to the named parent /carer on the register.
- Children are not allowed to walk home on their own, unless you have a written arrangement with the parent (Years 5 & 6 only).
- The care and supervision of the children in their care is paramount and their safety must come first.
- The persons responsible for running the club **MUST** not leave any children in his/her care unattended at any time.
- In the event that a child is not collected they need to have a procedure for alerting the parent using their contact list and not expect the School to intervene to provide numbers.
- Mobile phones should not be used during the activity. Mobile phones can only be used at the end of the session when a parent/ carer has not collected a child or in an emergency.

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- Written parental permission is required for any photography.
- There should be sufficient ratio of staff to handle an emergency eg. a child is lost or is poorly during a session.
- The person responsible for the club/activity must take the children from or to the access point at the beginning and end of the session and hand the children over to the 'named' person.
- Parents will be asked to wait outside the designated exit point at the end of the session. Parents / carers need to understand that they will not be allowed to enter the building at the end of the session.

Letting Application and Safeguarding Declaration to be signed by the applicant

- I have carried out all relevant checks (see below) of helpers/staff before they are permitted to be involved in the provision of our activity/service at the School;
- I will keep and maintain records of such checks;
- I will allow a person authorised by the School to inspect such records at any reasonable time; and
- I will provide the School with any DBS disclosable information (or the company has received information in accordance with the Police Act 1997) for consideration by the School.

Relevant checks

The following checks are required to have been completed before any individual can be involved in activities at the School:

- verification of identity against an official document containing a photograph of the individual, such as a passport or photo card driving licence;
- verification of address against a utility bill from within the last three months;
- an Enhanced Disclosure from the Disclosure and Barring Service (**DBS**)
- a check of the Children's Barred List*
- receipt of two satisfactory written references and confirmation that there are no concerns about the individual working with children;
- verification of their right to work in the United Kingdom;
- where a person has lived outside the United Kingdom, an overseas criminal records check or other appropriate check is required.
- Disqualification by Association check and advise the school of any disclosure.

Signature of Applicant:.....

Date:.....

I(name of individual)

of.....(name of company) confirm that the staff I employ to work in the above School for our club(s) have been subject to the checks outlined above.

Signed.....

Dated.....

