



Lettings Policy

	Name	Date	Signature
Written By	Jackie Dobson	October 2013	
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Background

School premises may be let out to provide a source of income. The aim of this document is to provide guidance and information on such lettings to ensure safety in operation and development of appropriate contracts.

Throughout this document we have referred to the School as “letting” the premises or “let” and used the term “hirer” for the person hiring the premises from the School.

Letting of School Premises

Provided that there is no interruption to, or curtailment of, School use of the premises, part of the School buildings and grounds may be let to outside hirers before or after the end of the School day, at weekends and during the holidays in order to:

- raise income for the School;
- better integrate the School into the local community;
- satisfy some of the needs of local individuals, groups and organisations; and
- increase the use of facilities which are, at certain times, under used by the School.

Within schools, parents place a level of trust in the person who is organising the activities that are held outside of School hours, assuming a good level of safety as it is on the School premises. However, some activities outside School hours may not involve the School at all. It is important therefore that the School tries to ensure that those hiring the premises are competent and safe to do so.

Lettings Agreement:

Application for hire should be made by signing a Lettings Agreement which specifies terms and conditions of the letting, emergency operating procedures, facilities required by the hirer, insurance arrangements, letting charges and safeguarding requirements.

The school will refuse to let the premise to an organisation which has unlawful/extremist or racist background.

Payment

One off Letting

- All letting payments including the deposit must be received in full at least 14 days prior to the event.
- In the event of non-payment the School reserves the right to cancel the event.

Long Term Lettings

- The School will invoice the hirer monthly in advance.
- The invoice should be paid in full within 30 days of the date of the invoice.

The cost of hiring the premises will be reviewed annually by Finance and Compliance Committee.

Health and Safety

The requirements of the Health and Safety at Work Act 1974, and other legislation including, in particular, the Management of Health and Safety at Work Regulations 1999 and Occupiers Liability Acts 1957 and 1984, apply to lettings. It is important that any hirers are made aware of this and of any relevant sections of the local health and safety policy and that they agree to comply with any safety and security requirements therein, and the conditions of use. (Please refer to the Lettings Agreement Appendix 1).

The premises itself; access and egress there from; and any plant or equipment must be safe for use by the hirers. To this end, comprehensive risk assessments should have been carried out and an adequate health and safety policy prepared.

A fire risk assessment should be carried out and kept under review. This assessment should include consideration of potential lettings and the varied use of the School premises.

Before any "let", steps must be taken to ensure that:

- escape routes are unlocked and unobstructed internally and externally and all doors are easily, and immediately, operable from the inside;
- safety lighting is in good working order;
- seating and gangways are arranged so as to allow sufficient space to escape in the event of an emergency; and
- fire fighting equipment is properly maintained and available for immediate use.

After the let steps must be taken to ensure:

- All electrical appliances and lights are switched off.
- All doors and windows are closed, and the premises left secure.

The caretaker who is locking the School at the end of the let is responsible for ensuring these items are carried out.

Hall Capacity

The hall capacity or maximum permitted persons in a class **must not be exceeded.**

GYM capacity (standing)	520
GYM capacity (seated)	173
Middle Hall (standing)	315
Middle Hall (seated)	105

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Lower Hall (standing)	340
Lower Hall (seated)	113
Studio (standing)	134
Studio (seated)	44

Parking

Arrangements for parking during the let should be agreed in advance to ensure that good access and egress is maintained for emergency services, and that there is no damage to School property/grounds.

Security

If access is required for lettings at times when the School is normally closed, it will be necessary to revise the Security Risk Assessment and arrangements to take account of this. This should be carried out in liaison with the hirer to ensure that the School premises are protected during the let. The following should be considered:

- The person responsible for each activity/club must keep a strict register of attendees at each session.
- The person responsible for the activity/club must have the telephone numbers for the children in their care.
- There should be sufficient ratio of staff to handle an emergency e.g. a child is lost or is poorly during a session.
- The School staff should **not** be relied upon.
- The caretaker will open the car park barrier at 6.00pm for access of adults using studio, gym and School.
- The caretaker is responsible for locking up the building at the agreed time.
- The caretaker has received 'lone working' training and should phone the police in the event of intruders entering the building or a suspicion of intruders entering the building.
- The person responsible for the club must ensure that parents collect the children from the designated area.
- They must ensure that no unauthorised persons have access to the building.
- Access point to the main School is the Link Corridor for children.
- 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.
- 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 be called if an intruder has entered or is suspected of entering the building.
- If the caretaker encounters verbal or physical abuse from anyone who is hiring the building the School has a right to prosecute the person involved if they violate the terms of the signed agreement.

Emergencies

It is vital that anyone hiring the School premises knows what to do in an emergency.

The hirer is required to acknowledge in writing that they have received and understood the emergency operating procedures which form a part of Lettings Agreement.

Supervision of Children

Entertaining children on School premises through lettings needs to be well controlled. The hirer must provide adequate supervision to prevent overcrowding, unnecessary movement, and unruly behaviour. Those adults involved in supervision must be briefed on the emergency operating procedures and know the action to be taken in the event of an emergency.

The hirer should provide sufficient staff to handle an emergency, and the School staff themselves should not be relied upon.

Where adults who are not School employees are supervising children, DBS and other safeguarding checks will have to be carried out by the hirer and acknowledge in writing to the School that they have done so.

First Aid Provision

Hirers should have their own first aid kit.

Determining the level of first aid that should be provided by someone hiring the premises depends partly on the nature of the activities being undertaken. An assessment of the risks and first aid needs should be undertaken by the Hirer to decide on an adequate level.

For example, in sporting activities there should be a qualified first aider available, and clubs should ensure an adequate number of staff available during the length of the session, so that, in the event of an emergency, the group are not left unsupervised if the first aider has to go to the hospital with a casualty. Parents should be informed as soon as possible.

For large public events arrangements can be made for the British Red Cross or St John Ambulance to attend and provide first aid cover.

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The School's own employees should not be relied upon as the first aid provision by someone hiring the premises, as they may not be present at all times.

With regard to parental consent, written permission should be obtained by the hirer to seek any necessary emergency medical first aid advice or treatment in the future.

Sports Facilities

The greatest care must be taken to ensure proper arrangements are in place for letting or FOR use of any sports facilities, particularly those which are more hazardous such as gymnasium equipment and climbing walls.

- Those supervising need to be suitably experienced and competent and understand their obligations relating to their duty of care.
- All facilities should have hazard free playing surfaces (including, where necessary, impact surfaces and provision of mats) with sufficient space allocated to the activities, and be subject to a regular and systematic maintenance programme.
- Ensure foam mats (e.g. gymnasium mats, contents of foam pits and similar equipment) are of combustion modified foam.
- All sports equipment should be inspected annually, regularly maintained and monitored for wear and tear, checked before use, used appropriately and stored safely.
- There must be clear rules of behaviour and respect for both the adults running the session and the property of the School.
- The children/young adults must understand the consequences of their action.
- If damage to the property or a person is incurred during the session it must be reported to the School in writing.
- The person responsible for the club/activity must inform their insurance company.

The School should satisfy itself of the adequacy and effectiveness of supervision through the letting agreement. (Please refer to the Lettings Agreement Appendix 1).

Further advice on the use of sports facilities is available from the Association for Physical Education at www.afpe.org.uk

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.
- 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 to a limit of not less than £5 million. A copy of the insurance schedule must be shown by the hirer prior to the letting.
- **FOR – Friends of Raglan have their own insurance.**

Sublet

Under no circumstances can the hirer sublet the premises to another person or organisation.

Letting Application Form

Hirers should sign an Application Form for the use of the premises, see Appendix 3 of the Lettings Agreement. A record of these forms should be maintained.

Guidance for the Use of Kitchen Facilities

There will be an additional charge for use of the kitchen.

It is at the discretion of the Head Teacher and Governing Body to authorise the use and occupation of educational premises inside and outside the School's standard hours of instruction. Should a School's kitchen and dining room furniture be required for use of a letting or other purpose then the School must notify their Authorised Officer (Finance Manager).

Generally in schools, it is advisable that kitchens and dining room furniture are preserved for the production of school meals only and ideally should not be let for other

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uses or events. Catering staff are responsible for the condition of kitchens and dining room furniture. It is for this reason that the use of kitchen facilities may be restricted, particularly if schools have not taken all necessary steps to manage all risks and ensure health and safety.

If the School wishes to use their kitchen facilities and/or dining room furniture for an event other than the provision of school meals, it must comply with the Food Safety Act 1990 and the Food Hygiene (England) Regulations 2006 and Regulation (EC) No.852/2004 and other relevant legislation and codes of practice.

In the first instance the School may approach the incumbent school meal contractor to provide all additional catering needs under separate agreement. The Authorised Officer must be informed of all intentions to use kitchens facilities.

If the school meals contractor reports to the Authorised Officer that the kitchen has not been left in a clean and tidy condition a charge will be levied by the Authorised Officer (Finance Manager) to cover the extra costs for any remedial action.

If a separate agreement with the school meals contractor is not a suitable option then the School must establish and maintain all the necessary safeguards which will of course vary according to the type of event as described in the following table.

Type of Event	Scope of Use	Guidance
School Association Meetings	<ul style="list-style-type: none"> • Restricted use of the kitchen for the making of hot and cold liquid refreshments. • Use of the servery hatch area, power point and sink for washing up. • No kitchen equipment to be used in the preparation of food. 	<ul style="list-style-type: none"> • The kitchen must be left clean and tidy condition otherwise the School may be subject to charges for additional cleaning. • Dining room furniture should not be removed from the dining area. The equipment is under service contract and therefore is subject to correct use only.
Breakfast Clubs, After School Clubs	<ul style="list-style-type: none"> • Use of kitchen equipment will be limited to prevent damage and cross contamination. • Ovens, gas/electric rings used for cooking may be used. • Use of the servery hatch 	<ul style="list-style-type: none"> • Inform Authorised Officer about the intended use. • Consider asking for a member of the school meals catering staff to be on duty for the whole period of use to safeguard the Contractor's interests and supervise the use of equipment. • The hirer should be charged for this

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	<p>area, power point and sink for washing up.</p> <ul style="list-style-type: none"> • Dining room furniture. 	<p>attendance. The member of staff is not required to work for the hirer.</p> <ul style="list-style-type: none"> • Establish Food Safety Systems to identify hazards and carry out risk assessments. • Put in place effective controls and monitoring procedures to prevent hazards and risks. • Contact local Environmental Health Officer for further advice on establishing food safety systems. • Provide separate: <ul style="list-style-type: none"> ➢ Fridge/freezer ➢ Larder/storage cupboards ➢ Microwave ➢ Food stuffs ➢ Cleaning materials • Ensure all catering staff are trained in basic food handling, use of equipment, stock control and cleaning, Health & Safety • Obtain adequate insurance cover for liability against third party claims. • Ensure the security of the school meal Contractor's existing stock levels.
<p>External Hire: Clubs, Organisations & Private Parties or Functions</p>		<p>All the above apply plus:</p> <ul style="list-style-type: none"> • Ensure Hirers have public liability insurance for not less than £5 million cover. • Returnable deposit to cover additional costs for cleaning the kitchen or dealing with damaged equipment or kitchen fabric.

Noise Nuisance

Some activities can cause noise e.g. discotheques, boot fairs etc. Care must be taken to avoid nuisance to the neighbours. Noise levels and location must be carefully considered and control over the level of noise exercised by the organisers. As a rule of thumb the noise should not be audible beyond the boundary of the property.

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With boot fairs, often the problems arise from car parking, access and egress, and noise disturbance. We recognise that generators located close to neighbouring properties easily cause disturbance. The advice of Bromley Planning Department should be sought if this is going to be a regular event (more than 20 occasions per year).

In the warm weather there is the temptation to open windows and doors but this can cause a nuisance. The advice of the Environmental Health Services can be obtained prior to a letting to ensure compliance.

Premises Licence

Where it is envisaged that a number of entertainment events, either partly or wholly available to the general public, will be held in any one year, (e.g. pantomimes, discos, barn dances, choral evenings, concerts and spectator sports) it may be advisable for the School to obtain a Premises Licence to permit those activities.

This is a licence for life, subject to annual continuation fee, and is granted pursuant to a 28 day consultation period, by the Local Authority. During this period notices for the attention of the general public, describing the intended activities and hours of operation, are posted at the boundary of the building. Copies of this application are also sent to "Appropriate Authorities", namely Fire Authority, Trading Standards, Environmental Health, Public Safety, Planning, Protection of Children From Harm and Police. All parties, including the public, are able to make representations against the grant of the licence.

(Where alcohol is not included in the application, a fee for the premises licence is not always applicable to schools).

Where the hirer is planning a function for the School users and their families, and is specifically for the benefit of the School, a Licence would not be required. In this instance, admission should be by invitation only to prevent ordinary members of the public being admitted.

FOR – Friends of Raglan arrange a temporary licence for events.

Temporary Event Notices (TENs)

Anyone hiring the premises to hold an entertainment event (where a premises licence is not in place) and/or supply alcohol by retail, they must apply for a TEN. They must also have the approval of the Head Teacher and Governing Body before arranging for alcoholic drinks to be consumed on the premises.

The person holding the event is responsible for obtaining a TEN and ensuring that its requirements are complied with. This person should be present at all times during the event.

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Only the Police may grant a TEN; and only the Police may object to a TEN. However, applications for TENs should be made to the Local Authority, together with a fee, and have to be received by them no less than 10 working days prior to the event. Under no circumstances may a TEN be granted if less than 10 working days are notified. The number of TENs you may be granted are limited in number to twelve per year, and each one lasts for the period stated by the applicant, but not exceeding 96 hours. Further information regarding TENs is available from the Local Authority.