

Ewyas Harold Primary School



Lettings Policy

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INTRODUCTION

The Governing Body of Ewyas Harold Primary School is keen to see that the premises at our school are used for the benefit of the whole local community. The education of children is the prime purpose of our school, however we believe education is a lifelong process which should be open and accessible to all. This handbook outlines the policy of our school with regard to letting. It sets out the facilities available, the charges and the responsibilities of the Governors and the users when the school premises are hired.

The use of our school premises at all times other than during the school day is under the control of the Governing Body of our school. (Education Act 1986, sect.42 no.2)

The Equality Act 2010 apply throughout this policy and will be adhered to throughout all stages of our lettings procedures.

Having regard to our duty under the Equality Act 2010 (but without prejudice to our duties under the Representation of the People Act 1983) the Governing Body will not let the school premises to organisations whose purpose is, amongst other things, to encourage racial discrimination and/or disharmony between persons of different racial groups, or are otherwise involved in activities prejudicial to good race relations.

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.

In any event, the Governing Body reserves the right to require a reference from a hirer, before any booking is accepted.

We reserve the right to decline to let the school premises without giving a reason. The final decision on compliance lies with the Governing Body.

CONDITIONS OF BOOKING

1. The use of our school premises is permitted by the Governing Body on the understanding that the following rules are adhered to at all times.
2. Once you, the Hirer, have accepted a permit to use the school premises, you are automatically bound by all terms and conditions of usage of the premises. The Governing Body have the right to vary these terms and conditions at any time.
3. The person signing the application form, on behalf of their organisation, (then known as the Hirer) is personally responsible for ensuring that all terms and conditions of our lettings policy are adhered to.
4. The requirements of the school Governing Body on or in connection with the issue of licenses for public dancing, music or any public entertainment must be strictly fulfilled. As those licenses lay down stringent regulations, the hirer must study the regulations of the Local Authority on the issue of licenses for such purposes.
5. Our Hire Agreements ensure safeguarding requirements are included as a condition of use and occupation of the premises; and failure to comply with this could lead to termination of the contract.

Extracted from KCSIE September 2023 para 163 - Para 170 in KCSIE 2024

When services or activities are provided by the governing body or proprietor, under the direct supervision or management of their school or college staff, their arrangements for child protection will apply.

However, where services or activities are provided separately by another body this is not necessarily the case. The governing body or proprietor should therefore seek assurance that the provider concerned has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed); and ensure that there are arrangements in place for the provider to liaise with the school or college on these matters where appropriate. This applies regardless of whether or not the children who attend any of these services or activities are children on the school roll or attend the college. The governing body or proprietor should also ensure safeguarding requirements are included in any transfer of control agreement (i.e. lease or hire agreement), as a condition of use and occupation of the premises; and that failure to comply with this would lead to termination of the agreement. The guidance on Keeping children safe in out-of-schools settings details the safeguarding arrangements that schools and colleges should expect these providers to have in place.

Use of school or college premises for non-school/college activities. Where governing bodies or proprietors hire or rent out school or college facilities/premises to organisations or individuals (for example to community groups, sports associations, and service providers to run community or extracurricular activities) they should ensure that appropriate arrangements are in place to keep children safe.

6. That relevant providers are aware of and comply with the new DFE guidance document *'After School Clubs, community activities and tuition Safeguarding practices for providers. September 2023*
7. If a hirer is uncertain as to the application of any of the licensing regulations, they should obtain further information from the Licensing Officer of Herefordshire County Council (Telephone: 01432 260000). A hirer who is organising events for children must have regard for the requirements of The Children Act 1989.
8. The hirer shall indemnify and keep indemnified the respective bodies and persons from and against all loss and damage which the Council, Education Committee or the Governing Body or any property belonging to or under the control of the Council, the Education Committee or the Governing Body, may sustain or incur by reason of the permission to use the premises or otherwise arising out of or in connection with such user, including cost of replacement and reinstatement and the damage to the property of, or the bodily injury or death of any person or persons.
9. The Governing Body will not accept responsibility for any loss of or damage to any property owned by any person using the premises during the period of the letting. Property shall be brought on to the premises at the sole risk of the owner.
10. The hirer must make sure that all users are aware that they are solely responsible for the security of their personal property and should put a sign up to this effect.
11. The hirer is responsible for informing the Governing Body, of any person sustaining injury or loss on the school premises during the period of the let. This information must be presented in writing to the Governing Body within 24 hours of the event. Any further information required by the Governing Body must be made available on request.
12. It is the responsibility of the hirer, on behalf of the organisation, to obtain any necessary license for the sale of intoxicating liquor.
12. (a) No musical works in the repertoire of the Performing Right Society may be performed in public on the premises except on payment to the Society of the appropriate fee.

- (b) No lecture, play, opera, dramatic or musical or other work in which a copyright subsists shall be delivered or performed on the premises unless the consent of the owner of the copyright has been previously obtained by the hirer and all necessary fees paid. No performance of any gramophone or other record in which any copyright subsists shall be given on the premises unless the previous consent of the Phonographic Performance Ltd., or other owner of the copyright has been obtained by the hirer and all necessary fees paid. The hirer must make their own inquiries as to the existence of any such copyright as aforesaid.
- (c) The hirer and the guarantor shall indemnify and keep indemnified the Council, Education Committee or the Governing Body from and against all costs, claims and demands which may be made against the Council, Education Committee or the Governing Body for any breach or infringement of copyright.

13. The Council, Education Committee or the Governing Body may cancel any permission granted to use the premises:

- (a) If it should appear that the same or any part thereof will be required for public or official purposes whether of the Council, Education Committee or Governing Body or otherwise or by any body or person having a statutory right of use.
- (b) If any damage has been caused to the premises or to any property of the School thereon by reason of any previous use of the premises by the person or body now wishing to use the premises.
- (c) If breaches of the requirements of the School or of Herefordshire Council licensing conditions in connection with public dancing, music or other public entertainments occur.
- (d) If, for any reason, the Council, Education Committee or the Governing Body deem it necessary or expedient to cancel the license or permit.
- (e) If, for any reason, the school is closed, no compensation shall be payable by the Council, Education Committee or the Governing body, to the hirer or any other person by reason of any such cancellation. Any fees paid to the Governing Body in respect of a permit which is subsequently cancelled by the Council, Education Committee or the Governing Body will be refunded unless the cancellation is by reason of damage having been caused.

14. No person under the age of 18 years is permitted on the premises without adequate adult care and supervision.

15. The right of access to all parts of the school premises whether or not included in the permission for user is reserved to the Council, Education Committee, Governing Body or any officer authorised by them or any of them and the hirer shall not obstruct or interfere with this right.

16. No alterations or additions to the electrical installations at the school may be made without previous consent in writing of the Director of Education or the Governing Body and any such alterations and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the Council and shall be reinstated forthwith at the expense of the hirer to the like satisfaction.

17. No additional staging, curtaining or scenery may be erected without the previous consent in writing of the Governing Body and any such alterations and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the school and shall be returned to their original state immediately after usage, at the expense of the hirer.

Where any use involves the erection and/or dismantling of a stage, this will be carried out by the hirer at their expense under the supervision of a representative of the Governing Body or school.

Stage scenery and other effects must neither be brought on to the school premises nor taken away while the school is in session except with the express permission of the Headteacher.

18. Furniture, including chairs, must not be removed from the school premises nor for use either on the playing field or playground or in any other building outside the school unless prior permission has been applied for and granted by the Governing Body.
19. No advertising may be placed in any area of the school premises without the direct permission of the Headteacher of the school.
20. The use of any preparation or material for the purpose of preparing a floor for dancing is not allowed, as this may make the floors dangerous for normal use. The safe condition of the floors shall be deemed acceptable to the hirer after inspection and will remain the hirer's responsibility during the letting.
21. If the terms and conditions of hiring are contravened in any way, the Governing Body reserves the right to cancel any permission for further use and will inform the hirer in writing. In such event, the hirer will not be entitled to any compensation or refund of any payment made in respect of such use.
22. It is the responsibility of the hirer to ensure that any area of accommodation used in the course of the letting is left in the condition in which it was found and is maintained in a safe condition during the letting.

CONDITIONS OF USAGE

1. Any movement of furniture must be completed at own risk. No furniture or apparatus is to be used without prior permission.
2. The authorised hirer is responsible for those attending the function and in particular for leaving the site in a quiet and orderly fashion by the time stated in the booking agreement.
3. The hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles.
4. No alcoholic drinks may be consumed or brought onto the premises unless written permission has been applied for and received from the Governing Body. No alcoholic drinks may be sold without a license, and this must be shown in advance to the Governing Body.
5. The hirer is responsible for the protection of the premises from damage, for the good behaviour of all associated users, and ensuring that alcoholic drinks, where permitted, are consumed in moderation when brought onto the premise for a function.
6. The hirer is responsible for ensuring that all areas are left clean and tidy as found. This includes all outside areas as well as indoor areas. If this is not found to be the case the hirer will be charged a penalty sum to cover costs of any repairs or cleaning required.
7. No confetti or rice is to be thrown on the premises.
8. The school's No Smoking Policy must be adhered to at all times.
9. Bookings can only be accepted when a responsible person is prepared to undertake the additional duty.
10. The hirer must report to the responsible person at the beginning of any let.
11. The hirer must take out public liability insurance cover as necessary.
12. The hirer will adhere to all aspects of our lettings policy at all times through the procedure of applying for and accepting a let on our premises.
13. All children will be supervised at all times by their carers except where children are attending an organised group or care scheme. Where the latter applies, the group/care scheme will adhere to all regulations set out in the Children Act 1989, including those of registration with the relevant registering body.
14. The hirer's signature on the application form confirms their agreement of the above conditions of booking and all other aspects of our school Lettings Policy.
15. The hirer will adhere to all Health and Safety requirements as required by the school.
16. No stiletto heels or similar objects are allowed in the hall area
17. No food or drink is allowed in any area classroom or office unless prior written permission has been granted.

LETTING CHARGES

Booking is £15.00 per hour or around this figure at the committee's discretion.

Any amendment to a booking must take place at least 7 days prior to the let. Verbal requests will be considered but must be immediately confirmed in writing.

The Hirer must not presume any amendment has been agreed until they is in receipt of written confirmation from the Governing Body.

BOOKING PROCEDURES

1. Applicants should fill in an application/booking form and return to the school office.
2. The person signing the application form (then known as “the Hirer”) is responsible for all aspects of the let.
3. By signing the application form, the person signing is acknowledging and agreeing to adhere to all aspects and conditions of our school’s lettings policy.
4. A signed application does not guarantee the booking will be granted.
5. Where the application for a let is accepted, the applicant will be sent a letter provisionally confirming the let and an invoice to cover the cost of the let and any additional returnable deposit required.
6. The hirer should then pay the booking invoice, in full, 28 days prior to the date of the let, and ensure that they receive a receipt of payment. This will then confirm the booking agreement. Any returnable deposit required (i.e. for special functions) must be paid immediately within 72 hours of the date the booking form was sent. Failure to pay the invoice and returnable deposit (where required) will result in the application for the let becoming void.
7. Any requests for amendments to the booking must take place at least 14 days prior to the date of the let. The hirer must not presume that any amendment will automatically be agreed. Confirmation of any amendments will be sent to the hirer in writing.

BOOKING TIMES

1. There will be no access to the premises before the commencement of the period. Hirers must allow sufficient time for preparation before the event when booking the time of the let.
2. Hirers must have left the premises by the end of the booked period. Sufficient time must be included to allow for clearing away and for all participants to leave the premise by the end of the booked period.
3. Availability of premise is negotiable. Please contact the school to find out the current hours of access.

CANCELLATIONS

1. The Headteacher must ideally be notified of any cancellation at least 4 weeks prior to the date of let. However, notification at the earliest possible time is appreciated.
2. Where notification is given to the Governing Body at least 4 weeks prior to the date of the let, the booking charge will be refunded in full. Your custom will be welcomed again at any time in the future.
3. Where notification of cancellation is given less than 1 week prior to the arranged date of the let, the hirer will not be entitled to any refund.
4. Where a cancellation is made by the Governing Body of the school, the hirer will be entitled to a full refund. The Governing Body will endeavour to notify the hirer at the earliest possible moment, however, no guaranteed period of notice can be offered. Regardless of when notification is given to the hirer, the hirer will not be entitled to any compensation.

Please note :

- a. The above conditions apply for cancellation of total or part of a booking.
- b. Where the Hirer makes a permanent cancellation during the course of a letting agreement, the Hirer will receive a refund for any outstanding sessions, but no compensation will be available.

**GENERAL FIRE SAFETY POLICY for
Ewyas Harold Primary School
Ewyas Harold
Herefordshire
HR1 0EY**

Introduction

It is a requirement of the Regulatory Reform (Fire Safety) Order 2005, which came into effect from 1st October 2006 for the 'responsible person' – this will be the Headteacher who will further delegate this responsibility to other persons (responsible persons) who have day to day control of buildings to undertake certain duties to protect 'relevant persons' in case of fire at the premises.

The Headteacher retains the role as overall 'responsible person'.

To ensure compliance with these regulations the following requirements are placed upon the Headteacher to ensure that:

- A Fire Risk Assessment specific to each building has been undertaken by a competent person and its findings communicated to all employees.
- The Fire Risk Assessment will be reviewed on an annual basis to ensure it is still valid.
- A fire evacuation procedure has been established, displayed at all fire call points and communicated to all employees.
- Information is also given to visitors and contractors entering the site regarding fire risks and procedures.
- A Fire Emergency Plan is held at Reception and is tailor made to suit the needs of the property to which it relates.
- Information, instruction and training are provided to all employees about fire precautions in the workplace at induction and from time to time throughout the period they work at Ewyas Harold Primary School
- Fire fighting equipment, detection/warning systems, emergency lighting, emergency routes, exits and signage are regularly serviced, maintained and sited at appropriate locations.
- Regular inspections will take place, at least termly, to identify and remedy any fire safety deficiencies '

- Regular inspections are made, at least termly, to ensure that the risk of arson is managed and controlled.
- Fire Alarm tests are undertaken weekly by a competent person.
- Evacuation drills are carried out every term to test the effectiveness of current procedures and to highlight any deficiencies which need attention.
- Nominated persons within each area carry out Fire Warden Duties. They will receive information, instruction and training to fulfil this role. Refresher training will be given at regular intervals.
- A fire log book is held which contains the Fire Risk Assessment, Fire Emergency Plan, records of evacuation drills, fire alarm tests and maintenance records of all fire fighting equipment, detection/warning systems and emergency lighting.
- These records enable fire safety precautions to be managed effectively.
- Evidence is also maintained and can be given in the event of a request being made by an enforcing authority to demonstrate that fire safety responsibilities are effectively managed.