



Milton Road Primary School

Lettings Policy

(Approved by Resources Committee June 2022)

MILTON ROAD PRIMARY SCHOOL LETTINGS POLICY

At Milton Road Primary School, we encourage the letting of school premises to the local community, because we believe:

- it involves the community actively in the life of the school;
- it fosters links between the school and a range of local, voluntary and community groups;
- it encourages parents to think of the school as more than just the place they send their children to each day – more as a resource to make full use of; and
- it raises funds for the school.

However, the school recognise that their primary role is to educate and safeguard children. Therefore the following criteria shall apply to the consideration of any application for a letting of school premises:

- in agreeing to any potential letting, the school shall have regard to the impact it might have on the safe and efficient functioning of the school for teaching and learning, including the consequences of any physical disruption to the premises or resources of the school;
- the letting will cover any costs incurred by the school (except by agreement in advance with the Chair of Governors, and only in exceptional circumstances);
- the hirer will need to assure the school that the hiring is being done by someone associated with the school (such as a parent) or otherwise has educational or community value;
- the hirer shall be bound by a written set of terms and conditions (forming annex A to this policy);
- the school shall have the absolute right, within the wish to maximise income from lettings, to refuse any letting which might bring the school into disrepute, or where there is any doubt that the costs associated with the letting might be recovered.

Day to day management of lettings will be the responsibility of the Headteacher, though this responsibility will, most often, be delegated to the office staff and the Site Officer, who will make arrangements for:

- ensuring hirers meet the criteria in paragraph 2 above;
- setting an appropriate maximum safe occupancy number;
- establishing (and agreeing annually with the governing body) categories of letting and a scale of charges for each category (see Annex B);

- ensuring hirers are made aware of the costs of hiring as well as their responsibilities and legal obligations through written terms of hire (Annex A);
- ensuring full written records of hiring are kept for audit, insurance and health and safety purposes (including each hirer signing agreement to the terms and conditions set out in Annex A).

Annex A: Terms and conditions for hirers or users of school premises

Annex B: Categories and scale of charges for letting of school premises

Annex C: Health and safety information

Annex A

Terms and Conditions for Hirers or Users of School Premises

Definition

1. Throughout these terms and conditions the words “hire” and “hirer” shall include the words “use” and “user”.
2. Application for the hire of school premises must be made in writing to the school, using the form provided (which includes details of hire charges). When booking, the hirer shall agree areas of the premises to be used and times for access to the grounds and premises; access outside these times will lead to additional charges. The school reserve the right to refuse any booking at any time, and to cancel any booking up to 24 hours in advance; the school shall not be under any liability to the hirer for any loss or damage he or she may sustain as a result of any such termination.

Cancellation

The hirer may cancel a booking by giving at least 14 days’ notice in advance in writing, but if less notice is given, cancellation fees will be charged as follows:

- Less than two weeks’ but more than one weeks’ notice – 25%
- Less than one weeks’ but more than 48 hours’ notice – 50%
- Less than 48 hours’ notice – 100%

Use of school equipment and services

Use of equipment (such as seating, piano, projector) should be agreed at the time of booking, and may be subject to a separate charge. The hirer can make free use of the services laid on at the school (e.g. water, electricity) and cloakrooms, subject to paragraph 12 below. The school shall ensure the premises are properly heated, safe and ready for the hirer’s use.

Licences

- (a) The school does not hold a public entertainment’s licence, as its own events are not open to the general public. Hirers must consider whether they might need one and, if so, make their own application and abide by its terms.
- (b) No excisable liquor shall be sold unless an occasional licence has been obtained by the hirer, from the Licensing Justices, and the hirer shall ensure that the conditions attached to such a licence are complied with (the licence to be produced on demand).
- (c) The hirer shall not use the premises nor any part of them for a performance for which copyright subsists without the consent of the owner of such copyright or in any manner which might infringe any subsisting copyright.

(d) If any part of the premises are to be used for purposes of gaming or games of chance of any description, the hirer shall be responsible for ensuring that the provisions of the Betting, Gaming and Lotteries Act 1963, the Gaming Act 1968, or any subsequent amending Act are fully observed and complied with.

Hirer's Responsibilities for Safeguarding Children and Young People

1. The Safeguarding of children and young people is paramount. For any lettings which involve children under the age of 18, Hirers must ensure that children are supervised at all times when using school premises (including at the beginning and end of sessions when they are dropped off and collected by parents/carers).
2. Hirers must ensure that the appropriate staff to child ratios are implemented at all times to ensure the safety of all children.
3. Hirers must take a register and are responsible for locating any 'missing' children, liaising with their parents and carers as appropriate.
4. Should the hirer find that a child has not been picked up by their responsible adult or emergency contact (after a reasonable amount of time) then Social Care should be contacted on the following number: 0345 045 5203 (office hours) 01733 234 724 (out of hours)
5. Hirers must confirm, by signing and dating any letting agreements, that they have read, understood and that they agree to abide by all the provisions contained in **Part 1 of the latest Keeping Children Safe in Education** document, which can be found using the following link,:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/912593/Keeping_children_safe_in_education_part_1_Sep_2020.pdf

6. Hirers running a letting that involves children under the age of 18 are responsible for ensuring that they, together with any unsupervised helpers/staff, hold an up to date, clear Enhanced Disclosure provided by the Disclosure and Barring Service. Before the first use of the school premises, evidence of these checks must be made available to the school office.
7. If the Hirer or a member of staff appointed by the hirer should have safeguarding concerns (suggesting immediate risk of harm) for a child in their care then a referral should be made to social care. 0345 045 5203 (office hours) 01733 234 724 (out of hours).

Hirer's responsibilities

8. All equipment brought onto the premises and used by the hirer must be safe and must be used on school premises with the safety of the public in mind.
9. Electrical equipment must not be brought onto the premises unless:

(a) this has been approved in advance with the hirer; and

(b) the equipment has been checked and has a current certificate to confirm that it complies with the Electricity At Work Regulations (such certificate or evidence of testing to be produced on demand) and any other relevant statutory requirements.

10. Children shall be supervised at all times by a responsible adult.

11. The hirer shall provide such number of attendants and stewards as may be necessary to secure the efficient supervision of the premises during the hiring, including:

(i) the orderly and safe admission and departure of persons to and from the premises and the orderly and safe clearance of the premises in case of emergency;

(ii) the safety of the premises and the preservation of good order and decency in them; and

(iii) ensuring that all doors giving egress from the premises are kept unlocked and unobstructed and immediately available for exit during the whole time the premises are in use.

12. The cloakrooms shall be in the care and custody of the hirer, who must provide attendants and be responsible for any loss that may occur.

13. The wearing of footwear of any kind which is liable to cause damage to the floor of the main halls is prohibited.

14. The hirer shall leave the school premises in the condition in which they are found. All rubbish must be put in appropriate bins and no rubbish that breaches local council refuse collection rules is permitted. If the premises are left in a dirty or untidy state, any extra cleaning costs plus an administration fee of £50 will be recoverable from the hirer.

15. Apart from guide dogs, no dogs are permitted on the premises.

16. The parking of cars is entirely at their owner's risk and is restricted to the designated parking area. The school accepts no responsibility for theft from or damage to vehicles whilst parked on the premises.

17. No nail or fastening of any kind shall be driven or put into any wall, partition or pillar.

18. The hirer shall repay to the school on demand the cost of reinstating, replacing or repairing any part or parts of the premises, including any furniture or fittings, which are damaged, destroyed, stolen or removed as a result of the negligence of the hirer.

19. The hirer shall indemnify the school Governors and Cambridgeshire County Council against all claims, demands, actions or proceedings in respect of any loss, damage or injury caused by or to any persons which shall occur while such person is in or upon part of the premises, or which arise from any accident or occurrence which happens while such person is in or upon any part of the premises, or in respect of any loss or damage suffered or sustained by any person by reason of the use of the premises by the hirer.

20. The hirer shall arrange insurance to cover the terms of indemnity set out above and produce for inspection written confirmation from the insurance company or broker concerned.

21. The Governors reserve to themselves and their officers, servants or agents a right of entry to every part of the premises at any time.

22. The hirer shall have paramount regard to health and safety issues in connection with the hiring of the premises. The hirer shall also take steps to ensure that all persons on the premises during the letting are aware of these terms and conditions and the attached information.

Annex B

MILTON ROAD PRIMARY SCHOOL

Categories and Scale of Charges for the Letting of school Premises to the Community

Category	
A	Local Charity Organisations
B	Local Private Organisations
C	Private/commercial organisations/individuals (out of catchment)
D	Private/commercial organisations/individuals providing music tuition.

Hourly Charges for the Hire of the Hall

Weekday Lettings	Per Hour
A	£26.50
B	£32
C	£42
Weekends and Bank Holidays	
A	£28.50
B	£37
C	£47.75

Charges for the Hire of the Music Room (this applies to hirers in category D only)

Weekday Lettings	Per Term
D	£26.50
Weekends and Bank Holidays	
The Music room is not available for hire on weekends or bank-holidays	

Charges for the hire of other parts of school premises, or school equipment, for the purposes of before and after school provision and Holiday Camps (clubs, activities and registered childcare) that are solely for Milton Road Primary School Pupils are by negotiation.

Application for the hire of school premises form



**Milton Road Primary School
Application for the hire of School Premises**

Name or organisation or hirer:.....

Address:

.....

.....

.....

Telephone No. (daytime):

Other Contact details (e.g. emails, Fax):

Purpose of hiring and equipment to be used:

.....

Facilities required:

Occupancy No:

Date for booking:

Time access required:

Time event begins:

Time event finishes:

Music or dancing? Yes / No

Licensed bar? Yes / No

(If yes, please give details of bar provider):

.....

.....

PTO

Insurance arranged?

Yes / No

Are you VAT registered?

Yes / No

(If yes, please give VAT number):

I confirm that I have read and agree to abide by the Terms and Conditions for Hirers.

I agree to pay a £10 non-returnable deposit on application for this letting and I undertake to pay the balance of the charges within one month of the letting.

Signed:

Date:

Regular users please complete the additional booking sheet

For school use:

Received and agreed by:

Date:

Annex C

Health and Safety Information

Important Information on Fire Safety

Organisers of any event at the school must be aware that fire is likely to be their most serious potential risk. It is therefore essential that the following information is studied and that the organisers are aware of procedures in the event of a fire.

This essential information includes:-

1. A site plan of the school site showing
 - The main vehicle access for cars, pedestrians and emergency vehicles;
 - The relationship of the school with Gilbert Road and Milton Road; and
 - The open space around the building available for emergency evacuation.

2. The Fire safety Plan showing the arrangements at the school
 - The exact location of the areas being let;
 - The location of Fire Exit doors; and
 - The location of Fire Extinguishers.

For any letting you must:-

1. not exceed the maximum safe occupancy number;
2. not block or interfere with any fire exit;
3. only use fire extinguishers in the event of a fire;
4. learn where your routes of escape are and check them;
5. ensure that cars are parked away from exits to allow for clear, safe escape routes;
6. determine who is to be responsible for ensuring people evacuate the building, who is to take charge of the situation including liaison with the fire authority and for contacting the School caretaker;
7. decide where people should assemble outside.

It is recommended that the safest action plan should a fire be detected would be:-

To raise the alarm in the school

To ensure that people evacuate as calmly as possible

To have someone call 999 for the fire service

To ensure that people are not allowed back into the building until the Fire Officer determines it is safe.

Normally a fire should only be tackled if it is safe to do so without anyone being put at risk. The safe evacuation of people remains your most important first step.