

Lettings Policy

Hire of Education Premises Agreement

Code: S8

Date of approval: 7th July 2023

Date of next review: Summer 2024

Agreed by Whitchurch Primary School Governing Body	Name
Chair of Governing Body	Peter Tenconi
Headteacher	Matthew Bradley

Version	Date	
1	January 2018	New Policy
2	January 2022	Updated schedule of charges. Amended roles as per new lettings administration process.
3	July 2023	Updates to KCSiE referenced, First Aid, Keyholder, termination of hire updated, documents required for letting updated.

Whitchurch Primary School & Nursery Lettings Policy (Hiring of Education Premises Agreement)

Introduction

The Governing Body is committed to making every reasonable effort to ensure the school buildings and grounds ("the premises") are available for community use. Where there is a conflict between a 'hiring' and a school event priority will always be given to school events. The school premises are provided essentially for educational purposes and the promotion of its vision. The premises must not be let in such a manner as to prejudice this purpose.

The use of the premises owned by the Local Education Authority is permitted under the following conditions, which may change from time to time. Any reference to the Department of Education Services includes the Governing Body and the Headteacher of the school. The School Business Manager, on behalf of Whitchurch Primary School & Nursery, is acting as an 'agent' of the Governing Body.

Definition of ,hiring

A hiring may be defined as: 'any use of the premises by either a community group or a commercial organisation, regardless of whether a hiring fee is charged'. It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

Terms and references

- "The Premises" means the school buildings and grounds.
- "The Owners" means the London Borough of Harrow and the "Agent" means the Governing Body delegated to the Headteacher, School Business Manager and Site Manager.
- "The Hirer" means the person(s) signing the Booking Form and in addition any organisation
 for whom they have stated in such agreement to be acting on behalf of. The liability under
 the hiring agreement of such person and such organisation shall be joint and several.

General conditions

Enquiries to use the school premises should initially be made with the School Business Manager, via the School Office.

The Headteacher acting on behalf of the Governing Body has the right to refuse an application and no letting should be regarded as 'booked' until approval has been given in writing from the School Business Manager. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed in writing. The name of the school should not be associated with any booking without the written approval of either the School Business Manager or the Headteacher.

The Hirer and Guarantor, who both must be over the age of 18 years, are required to sign the Booking Form.

Payment for the hire must be paid no later than 15 days prior to the date of proposed use; remittances to be sent to Whitchurch Primary School & Nursery via finance@whitchurchprimary.harrow.sch.uk

The hirer shall be entitled to cancel the proposed letting and the return of any appropriate fees paid to Whitchurch Primary School & Nursery if written notice is received no later than 7 days prior to the

proposed date of letting. If written notice is received by the school less than 7 days prior to the proposed date, the letting fee shall not be refunded. An administration fee may be charged for cancellation(s). If the school cancels any letting the fee shall be refunded in full.

Termination of agreement

The Headteacher or the Chair of the Governing Body, has the immediate power to terminate any hire agreement relating to the hire of the school premises, in accordance with the terms and conditions of the agreement.

The School reserves the right to:

- Cancel the letting at any time without reason and, in such event, shall not be liable for damages or otherwise in respect of such cancellation.
- Cease the letting if the hirer conducts their operations outside of the School's Safeguarding policy and procedures
- Cease the letting if the hirer fails to comply with the fire and health & safety regulations.
- Cease the letting immediately if the hirer breaches the Conditions of Use as outlined in this
 policy
- For long term lets the school will require a notice period of 4 weeks.

Terms and conditions

- The hirer shall not assign or sublet the premises or any part of the premises.
- No adaptations, modifications or additions may be made to any part of the electrical
 installations without prior written consent by the school. Any 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 reinstated forthwith at the expense of the hirer to the
 school's satisfaction.
- No additional staging, curtaining or scenery may be erected without prior written consent by the school, 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 Headteacher and shall be reinstated forthwith at the expense of the hirer to the school's satisfaction. All curtaining or scenery shall be rendered non-flammable. Stage scenery and other effects must neither be brought on the school premises nor taken away while the premises are in normal use. Storage facilities are not available. Any property not removed by the hirer may be removed by the School at the hirer's own risk. The cost of such removal, together with the School's charges, will be recoverable from the hirer.
- Bills of announcement of meetings or any form of advertising of forthcoming events taking
 place in the school may only be displayed on the school premises by prior written agreement
 with the School Business Manager.
- All public announcements of any functions or event for which the hiring is made and all
 admission tickets and other documents issued in connection therewith shall contain in a
 conspicuous position the name and address of the hirer and the purpose of the event.
- The Site Manager/Assistant Site Supervisor is the Council Officer supervising your letting.
- The "Hirer" shall be the named individual on the hire agreement and this person and/or their
 organisation will be responsible for payment of all fees or other sums due in respect of the
 letting.
- The hire agreement is personal to the Hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the Hirer.
- The Site Manager/Assistant Site Supervisor is responsible for making sure before and at the
 end of the letting that the premises are open at the agreed time as stated on the application
 form or subsequently approved by the school.

- The hirer must ensure the preservation of law and order and take all reasonable steps to prevent injury, loss or damage to any person or property on all occasions and at all time during the entire hire period
- The hirer must arrange for an adequate number of responsible stewards to be present throughout the period of hire to assist in the preservation of order. At no time during the hiring may the number of persons present exceed the maximum stated in the application form or stipulated in the acceptance.
- The hirer is responsible for arranging any first aid provision for their organisation's members whilst on the premises.
- Where permission has been granted to enable the premises to be used for the purpose of a
 youth organisation, Safeguarding and Child Protection Policies must be in place and the
 responsibility is of the third party hiring the premises. No member of the organisation may
 enter the premises unless the hirer is present in person on the premises and members of the
 organisation may remain on the premises only as long as the hirer is present on the
 premises.
- Where the hirer must be registered with Ofsted, the hirer must meet regularly with a nominated member of the school staff or governing body to discuss standards. Following an inspection by Ofsted where standards are judged below 'Good' or if the nominated representative from school feels that the provision is unsatisfactory, the Governing Body or Headteacher has the right to terminate the lettings agreement.
- Authorised Officers of the school may enter the premises at any time for any reason during the period of hire.
- The hirer is responsible for the area of the premises hired and access and egress routes for the period of hire.
- It is the responsibility of the hirer to ensure that the accommodation used is left in a clean, neat and tidy condition. If in the opinion of the Site Services Manager the premises are not left clean, the Site Manager / Assistant Site Supervisor will clean the premises and the cost will be recovered from the hirer and or the paid 'refundable' deposit retained by the school.
- When classrooms are hired for use, the hirer will be responsible for ensuring that pupil's property, work including displays and school equipment is not interfered with in anyway.
- Any damage, litter or disorder upon your arrival to the premises should be reported to the Site Manager.
- Storage facilities shall only be provided with prior agreement with the school and may incur an additional cost.
- When specifying the time required on the application form, the hirer must include the preparation time and clearing up time required on each end.
- The Hirer is responsible for observing regulations attached to any music and dancing licence and any theatrical productions.
- No alcohol may be consumed on the premises without prior permission from the Owners.
 All legal requirements regarding the sale and consumption of alcoholic liquor and the
 performing of plays and the exhibition of cinematography shall be observed and there shall
 be no infringement of any copyright subsisting under the Copyright Act of 1965. The Owners
 or the Agent must be furnished with proof that the provisions of the clause have been
 complied with 48 hours before the hiring. All legal requirements of Gaming and Lotteries
 legislation shall similarly be observed without infringement.
- Any property not removed by the hirer. The cost of such removal, together with the School's storage charges, will be recovered from the hirer.
- The Site Manager / Assistant Site Supervisor on duty is the School's Officer supervising your letting

- The Site Manager / Assistant Site Supervisor on duty is responsible for making sure before and at the end of the letting that:
 - The premises are open at the agreed time as stated on the application form or subsequently approved by the School.
 - Unlock the room (s) to be hired and check that the accommodation is in a safe and satisfactory condition for the organisation to use.
 - To ensure the security of the site at all times while the letting is taking place.
 - To check the premises before and at the end of your letting (With a representative from the group) for damages and to ensure that the premises have been left in a clean and tidy condition.
 - To ensure, as far as practical, that users of the site do not behave in a manner likely to cause injury to themselves or others or in damage to the building or contents.
 - In the event of an emergency, telephone for assistant (e.g. ambulance, etc. and assist the organisation(s) on the school site.
 - To remain on the school premises throughout the duration of the letting.

The Site Manager / Assistant Site Supervisor is not permitted to change the start or finish time of the letting or to change the Conditions of Hire without first advising the School Business Manager.

Cleaning

We would request that Hirers take a photograph of the area to be hired prior to the booking so that the area can be returned to the usual position at the end of the hire. This is the responsibility of the hirer and we expect all areas to be left as they were found. This includes furniture layout as well and general cleanliness.

Health and Safety

- The hirer must make themselves aware of the school's Health and Safety policy and must not interfere with or misuse anything which is provided in the interests of health, safety or welfare
- Permission to use the premises will not be granted if in the opinion of the school's agent it is likely that the occupation would create unreasonable disturbance or inconvenience to the residents in the neighbourhood or interferes with any existing occupation or with the school activities.
- No exceeding maximum capacity of each room or halls.
- Keep fire exit doors clear at all times.
- Use of electrical equipment must have a valid PAT test certificate.
- No open flames etc. allowed
- Persons in charge of activities should ensure they are briefed in advance about positions of
 escape routes, firefighting equipment and emergency drills to ensure the safe evacuation of
 the building.
- Highly flammable substances shall not be brought into, or used, in any part of the premises.
 No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc.) shall be undertaken or erected.
- The Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Site Manager and/or School Business Manager.
- The Hirer or another designated person must take the responsibility of Fire Warden.

Intoxicating Liquor

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing from the School Business Manager, whose written consent must also be obtained prior to seeking any Temporary Event Notice from the Local Authority for the sale of

alcoholic liquor. All evidence of intoxicating liquor including, inter alia, crates and bottles, must be removed from the premises at the end of the hiring.

Smoking

Smoking or the use of vape / e-cigarettes are not permitted on any of the school premises. This includes all of the school grounds.

Betting, Gaming and Lotteries

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

Nuisance/Disturbance

Hirers and organisers of events in or at the school premises are responsible for ensuring that the noise level of their functions does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property. The Hirer must comply with the school's arrangements for disposal of any rubbish or waste materials. Except in the case of trained guide-dogs for the blind and hearing dogs for the deaf, animals shall not be permitted anywhere on the school premises including the school playing fields.

Additional Facilities

- Chairs and furniture may not be removed from classrooms or staffrooms without written
 permission of the School Business Manager. Chairs located in halls are included in the hiring
 charge. Chairs must not be removed from the school for use on playing fields or playgrounds
 unless prior written approval has been obtained from the school. School PE apparatus
 located in the halls does not form part of the letting and thus is strictly out of bounds.
- The School must be advised if food is to be brought on to the premises. Cooking is not permitted. No other equipment belonging to the school such as pans, cutlery or plates may be used or moved. No portable cooking equipment is allowed on the premises.
- The use of school facilities, such as audio visual equipment, computer equipment, etc. is not permitted unless prior written approval is granted by the school.
- If use of the playgrounds or football court is required, you must book this facility and state your reason for use. A charge will be made for this use.
- The use of playground equipment is not permitted, without prior written permission from the School Business Manager.

Copyright and Public Performance Licenses

The requirements in connection with the issue of Licences for public dancing, music or any public entertainment must be strictly fulfilled. A copy of the licensing regulations can be obtained from the Department of Education Services.

It is the hirer's responsibility to ensure they have the correct licences and permissions required for the use of music and performances. These must be produced when requested by the school.

The Hirer will indemnify the school and LA against any action brought about by failure to obtain the necessary licence/s.

The following categories of letting may require a licence.

- Theatre licence
- Copyright/Royalty licence
- Cinematography licence
- Music, Singing and Dancing

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to

prosecution. The Hirer shall indemnify the Governing Body against all sums of money which the school may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

Administration Fee

In the event of an amendment, alteration or cancellation to the hire agreement by the hirer for the day of hire an administration fee of £15 may be charged by the School. In addition, where there are cover caretaker costs incurred, the hirer will be required to reimburse these costs.

Deposit

A deposit of £200 for one off lets (£500 for regular long term lets) will be requested for lettings and is payable upon the signing of the Booking Form. If you no longer require to hire the premises your £200 (£500 for regular long term lets) deposit will be returned in full by cheque.

School's Absolute Discretion

The school reserves the right to impose any additional requirements to any hirer that they consider appropriate in connection with the hiring. If for any reason the school is not satisfied regarding this or any of the above requirements, then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid.

Indemnity and Insurance

- The Hirer will be responsible for ensuring that they have adequate insurance appropriate to the activities organised.
- The School has arranged adequate insurance for its property and public liability insurance against injury, loss or damage caused to third parties or their property.
- Public liability insurance must also be arranged by hirers to protect them against claims of this nature, which may be made against them by the school or the third parties.
- Where the hirer is an individual or a non-profit making organisation, hirer's public liability insurance cover is available through the Council's Lettings Officer. Commercial organisations will be required to provide evidence of such cover at the time of application.
- The Hirer will be entirely responsible for the proper use of facilities and must take all reasonable precautions to ensure that there is no damage to the fabric of the building, furniture and fittings or any school equipment.
- The school shall not be responsible for any injury to persons or damage to property arising out of the letting of the premises
- The Hirer shall indemnify the Local Education Authority when signing the application form against any claim for bodily injury or loss of damage to property (real or personal) whether belonging to the LA or to any other person if the said loss, damage or injury is either caused by the negligence of the user or by the negligence of any other person using the premises hired with the permission of the Hirer.
- The effect of the above is that the Hirer will be liable to indemnify the LA for any damage which is caused when the premises are being used for a function for which they are let. However, it is only operative if the damage etc. is caused by the negligence of the user or any other person using the premises with the Hirer's permission

Damage

The hirer agrees to pay Whitchurch Primary School & Nursery on demand the cost of repairing or cleaning up of all areas used and making good any loss or damage (fair wear and tear excepted) arising out of or incidental to the hiring.

Security

Areas of the school not included in the letting will be secured where possible. Hirers are to ensure all members of their party do not access areas, which are not part of the letting agreement. This will not in any way impede your use of the agreed areas or your emergency escape from the premises.

Right of Access

The Governing Body reserves the right of access to the premises during the hiring. (The Site Manager or School Business Manager monitor activities from time to time and report to the Governing Body).

SAFEGUARDING, CHILD PROTECTION, RISK ASSESSMENTS AND CHECKS

Safeguarding and promoting the welfare of children is everyone's responsibility. Everyone who comes into contact with children and their families and carers has a role to play in safeguarding children. Schools are particularly important as they are trusted establishments, in a position to identify concerns early, provide help for children, and prevent concerns from escalating. All school staff, and any service providers using the school site have a responsibility to provide a safe environment for children. We include within this responsibility a need to understand the risks to young people on our site outside of core school times, including where premises are being hired to third parties.

Where services or activities are provided separately by another body other than the school, the school reserves the right to 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 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.

The school will 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 will lead to termination of the agreement.

Compliance

To ensure that all organisations who use the premises comply with the guidelines recommended by the Local Safeguarding Children Board and Department of Education (DoE), details below are some requirements we expect all organisations to be able to answer and providence evidence of, where requested

- The point of contact for access to the file of professional and character references of all staff that have contact with children.
- A Child Protection Policy which includes specific arrangements for dealing with the event of a child being uncollected after the activity finishes.
- Copies of enhanced DBS checks on all staff before they are left unsupervised with children.
- A record of appropriate qualifications and registrations held by staff.
- Registration details with an appropriate registered body as applicable

Prevent Duty

Schools and Academies are expected to pay due regard to the Prevent Duty 2015. Whitchurch Primary School & Nursery will not intentionally hire or lease the school's premises or facilities to groups that have extreme ideologies, viewpoints or links. If we do have concerns relating to the "Prevent Duty" about any group or individual using our premises and facilities or applying to do so, we shall immediately report this activity to 101, Children's social care or Adult services or through any other official reporting routes available to us.

DBS Checks

If a particular letting involves contact with children and young people under 18, it is the responsibility of the Hirer to ensure and be able to fully demonstrate that they have complied with the Disclosure and Barring Service (DBS) Code of Practice .The Hirer specifically undertakes to ensure that all of its staff and volunteers providing or offering a service on behalf of the Hirer are subject to a valid enhanced disclosure check undertaken through the DBS including a check against the adults' barred list or the children's barred list, as appropriate. A copy of the DBS registration for the event organiser will be requested for lettings involving children under the age of 18. When there is a requirement for DBS checks to be undertaken, the Hirer must keep appropriate records for all adults in line with the DBS Code of Practice and report to the Head of the school any safeguarding concerns which may arise. The Hirer must be able to provide evidence that DBS checks and other safeguarding requirements detailed have been carried out for all relevant adults on request. Whitchurch Primary School specifically reserves the right to terminate this agreement with immediate effect if the Hirer does not have in force the appropriate arrangements with regards to the safeguarding of children in their care. The Hire Agreement includes an Annual Safeguarding Declaration, Appendix 1, which must be signed by the Hirer.

First Aid

Hirers must have and must provide evidence of first aid training, public liability insurance and any other insurance that Whitchurch Primary School & Nursery reasonably considers necessary.

The hirer must have a trained First Aider on site for the duration of the letting.

It is the responsibility of the Hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the school to provide first aid facilities and use of the school's resources is not permitted.

Annual Safeguarding Declaration

All hirers who offer regulated activities in school must complete an Annual Safeguarding Declaration Form (Appendix 1) stating that they have read and will abide to the schools safeguarding policies, Keeping Children Safe in Education (updated annually) Part 1, Part 2, Part 5 and Annex A and understand their responsibilities in that regard.

Keyholder Agreement

A Keyholder Agreement between the School and the Hirer can be made available if and when the need arises, and with prior consultation with the School Business Manager and Headteacher. The terms of the agreement will be set out separately to this policy, although both policies will work in conjunction with each other.

An example Keyholder Agreement can be found in Appendix 4.

Documents to be shared prior to booking confirmation

- Signed Lettings Agreement
- Hirers pubic liability insurance documents
- Hirers Health and Safety policy
- Hirers First Aid certificates
- Hirers Safeguarding policy

SCHEDULE OF CHARGES:

Hirers will be charged an hourly rate. Not part thereof:

Facilities	Regular Bookings Term Time Monday - Friday 3.30pm-5.30pm Per Hour	Regular Bookings Holidays and out of hours (after 5.30pm) Per Hour (Minimum of 3 hours)
Additional Charges: 1) Occasional Bookings plus 10% 2) Sunday lettings plus 15%		
Lower Hall	Not available	£55
Upper Hall	£30	£70
Use of Staging	£50	£55
Classrooms	£20	£25
Meeting Room	Not available	£40
Playground	£20	£30
Football Court	£20	£30
Large Music Room	Not available	£25
Media Hub	£30	N/A
Music Studio	£20	£25

Schedule of Charges: January 2022 To be reviewed: Summer 2024

Whitchurch Primary School & Nursery Premises Booking Form

Name of Hirer	
Main Contact	
Address of Hirer	
•	
Mobile No	
Email	
Organisation Name	
Organisation Activity	
Address	
Type of Function	
Date(s) of Event(s)	
Start Time	Finish Time
Frequency	
Estimated Number of p	persons to be on the premises: Adults Children

The Start and Finish Time you have stated will be the time you arrive/depart. You may not start or continue your function outside these times. If you are hiring the premises regularly during school hours, please provide us with your term dates along with this booking form.

Facilities required (please tick below)

School Hall (small)	School Hall (large)
Classrooms (indicate how many)	Meeting Room
Playground	Football Court
Large Music Room	Media Hub
Music Studio	Staging

Agreement

The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (see Terms and Conditions for further details) and has attached a copy to this document. The Hirer agrees to all hire charges as outlined by the School and to comply with the Terms and Conditions of Hire of the School Premises as per the School's Hiring of Premises Policy

The Hirer confirms that he/she is over 21 years of age, and that the information provided on this form is correct.

Signed: (The Hirer)
Printed: (The Hirer)
Date:
The School agrees to the hire based upon the above information provided by the Hirer and in accordance with the Terms and Conditions of hire of the School Premises as per the School's Hiring of Premises Policy
Signed: (on behalf of the School)
Printed: (on behalf of the School)
Date:

Documentation

From Hirer:

Signed Lettings Agreement
Hirers pubic liability insurance documents
Hirers Health and Safety policy
Hirers First Aid certificates
Hirers Safeguarding policy
Enhanced DBS information for all members accessing the site

Received:

From School:

Designated Safeguarding Lead structure Safeguarding policy KCSiE

Name of Hirer

ANNUAL DECLARATION FORM

At Whitchurch Primary School and Nursery we strongly promote the need for vigilant awareness of safeguarding issues. It is important that all staff have appropriate training and induction so that they understand their roles and responsibilities and are confident about carrying them out. Staff, pupils, parents and governors should feel secure that they could raise any issues or concerns about the safety or welfare of children and know that they will be listened to and taken seriously. This will be achieved by maintaining an ethos of safeguarding and promoting the welfare of children and young people and protecting staff and hirers. This is supported by clear behaviour, anti-bullying and child protection policies, appropriate induction and training, briefing and discussion of relevant issues and relevant learning in line with current legislation and guidelines.

In line with this ethos, the school may require hirers who have regular (4 or more days hire in a 30-day period) unsupervised access to young people to be checked through arrangements with the Disclosure and Barring Service. We will advise you separately if this applies to your booking.

All hirers who hire the premises and are involved in the supervision or training of under 18's/vulnerable people whilst using the school site are required to read the school's Child Protection Policy and Child Protection Procedures on an annual basis. Any hirers who regularly work at Whitchurch Primary School & Nursery are also required to read Keeping Children Safe in Education. Links to these policies and documents are on our school website.

Organisation	
Description of Activity you will be using the site	
for	
Does this Activity involve supervision of young	
people (under the age of 18)	
Date	
I confirm that I have received, read and understoo	d the following:
 Whitchurch Primary School & Nursery Chil 	d Protection Policy on the website.
2. Keeping Children Safe in Education (updat	ed annually) Part 1, Part 2, Part 5 and Annex A
3. Code of Conduct for Staff and Volunteers	on the school website.
I understand my responsibilities and confirm I will f any concerns about a child.	ollow the Child Protection Procedures should I have
Signature	
Print Name	Date

Temporary Key Holder Agreement Form (example)

UNDER NO CIRCUMSTANCES SHOULD A COPY OF SCHOOL KEYS BE MADE BY KEY HOLDERS.