

The Priory CE VA Primary School

Inspiring a generation to learn, flourish and achieve in a caring, Christian community.



Lettings Policy

Lettings Policy			
Approval	Board of Governors	Chair	Sue Solly
Headteacher	Paul Ruffle	Signature	
Date of last review	March 2019	Date of review	March 2021
Date of next review	March 2023	Maintenance	FGB

1. Policy Objectives

The Governors adopt the following principles:

- In line with the instrument of Governance, the school's primary intent is to serve the Christchurch community by providing an education for primary children of the highest quality within the context of Christian belief and practice. All other business is secondary to and supportive of this primary aim.
- the school premises represent a significant capital investment and should be fully utilised for the benefit of the above either by:
 - a) generating income and/or
 - b) providing additional enrichment opportunities for children of the school and/or their families.
- the school recognises the distinction between external users of the premises who provide a service solely benefiting Priory School children and those groups providing a service to local children which may include, but not limited to, Priory school children.

2. Conditions of Hire

Schools should be reasonably satisfied that the Hirer is able to manage the let in accordance with adequate care. This includes health and safety procedures, appropriate insurance and safeguarding procedures etc. before agreeing to accept the booking. **See Lettings documentation.**

If the school does not feel that satisfactory management procedures will be in place during the let, the booking application will be declined.

3. Administration of Lettings

The Governors recognise that it would be impossible for them to personally vet every applicant or organisation who wish to make use of the school premises. Accordingly, they have delegated the authority to accept applications for hire to the following persons: Headteacher and Support Services Manager.

The application form to hire the school premises is **Appendix 2.**

Variations

No member of staff is allowed to vary the terms and conditions from which the school premises are hired to either individuals or organisations nor to deviate from the Governors' published charging policy without agreement from the Finance and Resources sub-committee.

4. Lettings Documentation

All hirers/external users **must** complete a lettings application form and are to receive a copy of the conditions of hire/use. The hire agreement is a contract which the Governors may enforce in law. The following must all be completed as part of the lettings application before the letting can be considered:

- Application form to The Priory CE VA Primary School
- Safeguarding checklist
- Signed copy of the Child Protection Policy Statement
- Public Liability Insurance
- A copy of the user's code of conduct/behaviour policy

5. Scale of Charges

In arriving at their scale of charges, the Governors have agreed the following principles: -

i) that external users providing a benefit solely for Priory School children and in line with the school's primary intent e.g. sporting, peripatetic instrument lessons or after school clubs, will be free.

ii) that external users hiring out the school premises to provide a benefit for children not exclusively from the Priory School e.g. community dance group, will be charged a standard rate to cover costs and generate income to support the primary intent of the school.

iii) that external users hiring out the school premises to provide a benefit for community users not exclusively linked to the Priory School, will be charged a standard rate to cover costs and generate income to support the primary intent of the school. It is assumed that such users will have a close relationship with the school i.e. staff or parents and/or the Priory Church.

iv) in exceptional circumstances, the Governors may hire out the premises to commercial/private users at an increased commercial rate (to be agreed by the Finance & Resources committee upon each request), as long as the user's values and planned event is not contrary to the school's primary intent.

For the purpose of charging the Headteacher, Support Services Manager, Chair of the Finance and Resources Committee and either the Chair or Vice Chair of Governors are empowered to determine to which group any particular individual or organisation belongs. The basis of charging will be determined by the purpose for which a letting is arranged.

The scale of charges forms **Appendix 1** to this policy statement.

Value Added Tax

The governors are constrained by law to apply value added tax to all transactions where this is appropriate.

Minimum charges and deposits

The Governors reserve the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

Cancellations

Governors will seek to recover any cost incurred by the school which are unavoidable and result directly from the cancellation of a letting. Details of the charges are shown in the scale of charges in **Appendix 1.**

Payment methods

The Governors are mindful of their responsibilities in safeguarding the school from bad debt. **Therefore payment at the time of booking is the norm.** Payment must be made directly into the school bank account.

6. Caretaker Duties in connection with Lettings

The Governors will not normally insist upon continuous caretaking presence as the majority of bookings will take place between 3.30pm – 5.30pm Monday - Friday.

However, they reserve the right and delegate power to the Headteacher to insist upon caretaking presence where in his/her view the nature of the hiring may leave the school vulnerable to theft or damage or the school is not normally open. **This will incur an additional cost.**

The designated caretaker (a staff member) is responsible for making sure before and at the end of the letting that:

- Premises are open at agreed times as stated on the approved application form
- Room(s) to be hired are unlocked and accommodation to be hired is checked and in a safe and satisfactory condition for the organisation to hire. The security alarm system will be adjusted accordingly.
- All other entrances will be kept locked except those required as fire exits.
- The premises are checked before and at the end of the letting (with a representative from the group) for damage and to ensure that the premises have been left in a clean and tidy condition.
- The caretaker will report any over-runs in time to the Support Services Manager who will invoice the hirer accordingly.
- In the event of an emergency the caretaker will assist the hirer on the school's site (eg telephone for emergency services)

*** Important note:** The Caretaker is not allowed to change the start and finishing time of the letting or any conditions of hire without first advising the Support Services Manager/Headteacher.

7. Kitchen facilities

In exceptional circumstances, the school may agree to hire out our kitchen facilities. However, it must be noted that chilled food cannot be stored in school without the consent of the hot school dinner provider due to the risk of cross contamination.

If the hiring of kitchen facilities has been arranged, there will need to be a training session with a qualified member of staff in order to ensure the safe use of this equipment. Depending on the purpose, the school will also require sight of the appropriate food preparation and hygiene certificate. **This induction will be an additional cost to the lettings agreement.**

8. Health and Safety

Permission to use the premises will not be granted if, in the opinion of the Governors, it is likely that the occupation would create unreasonable disturbance or inconvenience to the local residents. The hirer must secure 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 during the hire.

The hirer must arrange for an adequate number of responsible adults to be present throughout the period of hire to assist in the preservation of order and in the safety of all those in attendance.

The hirer is responsible for arranging any first aid provision for their organisation's members or guests whilst on the premises.

Where permission has been granted to enable the premises to be used for the purposes of a youth organisation, no member of the organisation may enter the premises unless the hirer is present on the premises and members of the organisation may remain on the premises only as long as the hirer is present on the premises.

Unless agreed, car parking is not allowed in the school grounds, except for cars loading/unloading. Other vehicles should be parked in the car park opposite the school in Wick Lane.

No intoxicants may be brought on to or consumed on the premises without prior approval of the Governing Body.

The school operates a 'NO SMOKING' policy within the school buildings & grounds.

Dogs are not permitted on school premises, including school grounds, at any time.

Any incident/accident must be recorded in the school's Accident/Incident Log book provided.

9. Safeguarding

In order for the Governors to be certain that the appropriate safeguarding procedures are in place for any activities that take place on site that are not run by The Priory CE VA Primary School staff, it is necessary that the person(s) using the premises provide evidence of every item in the check list.

This evidence will be checked by the Governors (or delegated authority i.e. Support Services Manager) before any such activity can proceed.

Long term lettings will need to provide updated evidence each year upon request from the Governors (or delegated authority i.e. Support Services Manager).

See Appendix 3 Safeguarding Checklist

See Appendix 4 for Safeguarding Statement

10. Communicating with others

It is the responsibility of each organisation hiring the premises to inform all persons using the school's facilities of the conditions of use.

11. Indemnity and Insurance

The Hirer shall be liable for and shall indemnify the school Governors against all actions, claims, costs, expenses and liabilities arising under statute or common law from injury to or the death of any person and/or the loss of or damage to any property, including property belonging to the school insofar as they arise from matters pertaining to this agreement (except and to the extent that such actions, claims, costs, expenses and liabilities may arise solely out of the act, default or negligence of the School, its employees or agents).

Without prejudice to the Hirer's liability above, the User shall effect and maintain appropriate insurance policies with a reputable insurer. Public liability cover should be arranged in such sum as is deemed prudent in all circumstances by the User and in any event for **not less than £5 million for any one incident**, the number of incidents during the period being unlimited. Employers liability cover must be maintained for an amount not less than required under statute.

3. The Hirer shall produce such evidence as the Governors may reasonably require to confirm that the insurance referred to above has been effected and is in force at all times. The Governors reserve the right to refuse and/or amend the cover arranged.

12. Protection of the Premises and Furniture

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating the driving of nails or screws into fixtures forming part of the school fabric will be permitted. In the event of any damage to the premises or property the school shall make it good and the hirer shall pay the cost of such reparation.

The hirer shall be responsible for ensuring the premises are left in tidy condition and will be responsible for the collection of rubbish into bins provided for this purpose. Any exceptional cleaning required as a result of a letting will be chargeable to the hirer.

13. Sub-Letting

The hirer is not permitted to sub-let to another person.

14. Complaints Procedures

What if the school has a complaint about the group/organisation?

If the school has concerns about a let the following procedures will be followed: -

1.	A representative of the Governing Body (Headteacher / Support Services Manager) will verbally raise the concern with the named hirer.
2.	The situation will be monitored for two sessions to allow the issues to be addressed.
3.	If the situation remains unresolved, the hirer will receive written notification of the concern and a further two sessions will be given to allow the hirer to address the situation.

4.	If the matter remains unresolved, the hirer will receive formal written notice of termination of the booking agreement. This will be implemented 72 hours from the date of the letter of notification.
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Please Note: If the hirer blatantly breaks the conditions of usage, the let can be terminated immediately.

What if I, as the hirer, have a complaint about my let or booking agreement?

If you as the hirer, have a complaint or concern regarding your let, the following procedures should be followed

1.	Talk to the named representative of the Governing Body (e.g. Headteacher / Support Services manager) and discuss the problem. Allow 5 working days for the situation to be resolved.
2.	If still unresolved, the hirer write a formal complaint to the Chair of Governors and allow 5 working days for the situation to be resolved.
3.	If still unresolved, the Chair of Governors nominates 3 Governors, who have no involvement in the matter to form a committee to which the complainant will be invited to present the complaint. The Committee will consider the matter and come to a decision. (If the concern needs urgent attention, a special meeting of this group will be convened.)
4.	If still unresolved, the matter will be taken to the next Governors meeting and the hirer will receive a written response from the Chair of Governors detailing the outcome.

What if a third party complains?

1.	If the school receive a complaint from a third party the Governing Body will be notified of the complaint.
2.	The matter will be investigated by a representative of the Governing Body and a written response will be sent to the complainant within 10 working days.
3.	If any further correspondence is received, the matter will be placed on the agenda of the next appropriate Governing Body committee. A final response will then be sent by the Chair of the Governing Body explaining the final outcome.

Appeals Process

1. If a hirer has a letting agreement withdrawn, they have a right to appeal to the Governing Body.
2. The appeal should be made in writing and will be presented at the next full meeting of the Governing Body.
3. The hirer will be informed of any action and/or decision taken by the Governing Body.
4. The Governing Body's decision is final

Review of Policy

The Governors will review the policy bi-annually in the month of March and the scale of hire charges for the forthcoming year will also be reviewed and updated.

Appendix 1



The Priory C.E V.A Primary School – Lettings Charges

The following charges will apply from 1st August 2019. All costings are per hour. Term time minimum booking is 1 hour and 2 hours in school holidays.

	Term time 3.30pm – 6.00pm		Term time 6.00pm–9pm		Weekends & school holidays	
	Standard	Commercial	Standard	Commercial	Standard	Commercial
Area of Hire (Hall)						
Hall & access to toilets	£15	Quote upon application	£20	Quote upon application	£30	Quote upon application
Classroom / Hub Studio & access to toilets	£10		£15		£25	

**Definitions of standard / commercial charge can be found in section 5 of the Lettings Policy*

Appendix 3



The Priory C.E. V.A. Primary School – Lettings Documentation checklist

Safeguarding checklist

Does your group have?	Yes	No	Action needed and when?
A child protection policy and a procedure			
A named person for dealing with concerns or allegations of abuse and step-by-step guidance on what action to take.			
DBS /Police clearance checks on all adults working with children and/or vulnerable adults.			
A written code of behaviour which outlines good practice when working with children.			
A training plan and regular opportunities for <i>all those in contact with children</i> to learn about child protection and about health and safety.			

The group leader must also have read the school's child protection policies and fire evacuation procedures:

Signed: _____ Date: _____

School Office Staff Only:	
Documentation required	Received/ Comments:
Application form to The Priory CE VA Primary School	
Safeguarding checklist	
Signed copy of the Child Protection Policy Statement	
Public Liability Insurance	
A copy of the user's code of conduct/behaviour policy	
Signed:	
Date:	

Appendix 4



The Priory C.E. V.A. Primary School – Child Protection statement for External Users working with children on the school site

The Priory School believes that it is always unacceptable for a child or young person to experience abuse of any kind and recognises its responsibility to safeguard the welfare of all children and young people, by a commitment to practice which protects them.

We recognise that:

- the welfare of the child/young person is paramount
- all children, regardless of age, disability, gender, racial heritage, religious belief, sexual orientation or identity, have the right to equal protection from all types of harm or abuse
- working in partnership with children, young people, their parents, carers and other agencies is essential in promoting young people's welfare.

The purpose of the policy:

- To provide protection for the children and young people who receive (*organisations name's* _____) services, including the children of adult members or users.
- To provide staff and volunteers with guidance on procedures they should adopt in the event that they suspect a child or young person may be experiencing, or be at risk of, harm.

We will seek to safeguard children and young people by:

- valuing them, listening to and respecting them
- adopting child protection guidelines through procedures and a code of conduct for staff and volunteers
- recruiting staff and volunteers safely, ensuring all necessary checks are made
- sharing information about child protection and good practice with children, parents, staff and volunteers
- sharing information about concerns with agencies who need to know, and involving parents and children appropriately
- providing effective management for staff and volunteers through supervision, support and training.

We are committed to reviewing this statement annually.

Organisation: (*organisations name here* _____)

Signature: (print & sign _____) **Name:** (insert name here _____)

Date: (insert date here _____)