

Church Crookham Junior School Lettings Policy

"Our school is committed to working in close partnership with children, parents and carers, governors and a wider community to ensure each child reaches their potential within a secure and caring environment." Church Crookham Junior School

Vision Statement

The hiring of the school buildings or facilities (such as school field) by external organisations is a valuable way to help facilitate and make a vibrant, safer and stronger community, supports the school vision statement, as well as raise money which will contribute to the school's budget.

It is important, therefore, that there should be a clear policy, agreed by the Governing Body, which

- (a) lays down the criteria for the approval or otherwise of a request for hire and
- (b) gives guidance on the appropriate level of charges to be made for the hiring of specific areas of the school buildings.

Single lettings are those where an individual or organisation wishes to hire facilities on a one-off basis, these lettings are still subject to a formal lettings agreement and follow the same principles as continuous lettings. Continuous lettings are those which run for a number of weeks or terms.

Any member of school staff or governors having connection with a letting must formally declare this and formally minuted at the appropriate meeting and/or recorded in the Pecuniary Interests Register.

We are committed to safeguarding and ensuring the health, safety and well-being of all pupils in accordance with safeguarding procedures and guidance for staff outlined in the school's Health and Safety and Child Protection policies.

CRITERIA FOR THE APPROVAL OF REQUESTS FOR HIRE

1. Applications received from the following groups will normally be approved automatically. In the event of any request for hire or agreed letting, the school's own needs for use of the premises will take priority:

- a) Any school related organisation (e.g. the PTA).
- b) Adult education courses, in liaison with Hampshire County Council.
- c) Local Community Groups which satisfy appropriate conditions relating to supervision and organisation.
- d) Requests from established Youth Groups (e.g. local scouts groups).

2. Applications from the following groups will be considered on their merits and may be referred to the Governing Body for approval:

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a) Requests which involve the consumption of alcoholic drinks on the premises.

b) Religious groups.

c) Organisations seeking hire of school for profit making purposes.

3. Applications from the following groups will normally not be approved:

a) Political or quasi-political groups.

4. The Governing Body reserves the right to disapprove, without reason, any request made for the hire of the school premises.

We are a safeguarding school and put the welfare of children first. All extended schools providers will provide a Disclosure and Barring Service (DBS) check and a certificate showing the appropriate level of public liability insurance is in place. A completed safeguarding checklist is also completed to ensure that safeguarding and safety procedures are in place.

FINANCIAL ACCOUNTING

1. All letting agreement forms to be numbered, correctly authorised and accounted for.

2. An invoice/statement of account should be issued for all lettings.

3. A receipt should be issued to the Hirer when cash payments are received. Receipt to include date, amount and invoice number to which it relates.

4. There should be documented evidence for all transfers of income from one officer to another (e.g. Headteacher to School Business Manager).

5. Income should be referenced to the relevant invoice number.

Letting charges

The school should not be let at a financial loss, whilst governing bodies can cross subsidise lettings by charging different amounts for different purposes, delegated budgets must not be used to subsidise non-school activities.

Figures quoted below are for guidance. The governing body/school have the right to charge less for some lettings if the activities proposed will directly benefit the pupils, staff or parents/carers at the school.

The governing body will periodically review these charges, giving the hirer at least one half terms notice of any changes in fees or conditions of hire.

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Classrooms £15 per hour

Children's Centre £15 per hour per room (£25 per hour after 8pm)

School Hall £20 per hour (£25 per hour after 8pm)

Playground £10.00 per hour (weekday after school)

Playground £50 per day (weekends or holidays)

An opening fee of £15 and closing fee of £15 will be levied, in addition to above charges, to cover overtime paid to the Caretaker when the let occurs outside the working day of the Caretaker.

An additional charge would be incurred if the Let requires the Caretaker to remain on the premises.

For overtime worked on any night between 8.00 pm and 6.00 am there will be a supplement of 20% of the employee's rate payable in addition to the overtime rate.

Entry and Exit onto School Premises

If the hiring of any part of the school involves children, it is the responsibility of the Hirer to ensure that children are passed over to the appropriate parent/carer and that they must also be responsible for managing their own arrangements for managing first aid.

Roles and Responsibilities

Headteacher will review the checklists, including ensuring safeguarding procedures are in place and deal with complaints.

School Business Manager will oversee the lettings including managing the agreements and also the finances.

The Governing Body will review the lettings policy, review issues, as they arise in consultations with the Headteacher.

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THE AGREEMENT COVERING THE CONDITIONS GOVERNING THE LETTING OF

Church Crookham Junior School, Tweseldown Road, Hants. GU52 8BN

Agreement No: _____

Please read and sign Agreement in addition to the general conditions listed below at the end of this section.

General Conditions

1. In these conditions:

'School' means the school identified at the head of this document. 'County Council' means Hampshire County Council.

2. Acceptance of conditions

The hiring of accommodation/facilities/premises is permitted only on the conditions outlined in the following regulations. Acceptance of the hire agreement is deemed to be acceptance of these conditions.

3. Compliance with conditions

The Hirer (the person or body to whom the hire is granted) shall be responsible for compliance with these conditions.

4. Applications

Applications for the hire of premises should normally be made at least three weeks in advance. In general, reservations will not be accepted for dates more than twelve months in advance, except for special events such as those needing extensive preparations.

The Hirer shall satisfy himself that the facilities to be hired are suitable for his purposes.

6 The use of the premises must not interfere with the proper working of the School or impair its efficiency. In particular the Hirer acknowledges that it will not have exclusive use of the site.

7 Hall

Only suitable footwear should be worn in the hall (e.g. no one should be wearing studded football boots in the school hall). No school games equipment may be used without permission and gymnastic equipment can only be used when an adult with recognised qualifications for the proposed activity is personally supervising at all times. For safety reasons, this condition also applies to other activities with young people. For further guidance the Hirer should consult the regulations described in the HCC document 'Safety in Physical Education' available at the school.

8 Grass sports pitches and hard court multi-use games areas

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- (i) These facilities should be used for their intended purposes only i.e. participation in formal and informal play and sport.
- (ii) The grass sports pitches and hard court multi-use games areas shall be hired, together with access to toilets and changing accommodation at the School. The Hirer shall not have any access to any other parts of the School.
- (iii) The grass sports pitch shall be marked out for that sport and the hard court multi-use games area may have indicative markings for sports like netball, basketball, tennis and small-sided football. No additional marks shall be made to the sports pitch or hard court areas by the hirer.
- (iv) The grass sports pitches shall have a limited playing capacity. The School reserves the right to restrict use of the grass sports pitch to protect it during inclement weather; when damaged or under repair; when waterlogged; or to fit in with the School curriculum or School demands.
- (v) Litter must be removed from the facility at the end of the hire session.

10 Catering facilities

The Hirer must agree to the contractual, hygiene and health and safety obligations set out by the School and to the payment of the deposit 10 days prior to the hire and the payment of the hire charges. This is in addition to any separate charges levied by the school for the use of any school facilities used in conjunction with the hire of the catering premises.

11 School equipment

No use may be made of apparatus such as stage fittings, pianos etc., without specific permission.

12 Fabric and fittings

The fabric and fittings (including electrical installations) and contents of the premises shall not be interfered with in any way. No treatment shall be given to prepare a floor for dancing and the wearing of stiletto heels is prohibited. Only authorised persons shall use steps or ladders. No nails or screws shall be driven into the walls, floors, ceilings, furniture or fittings, and no placards shall be affixed to any part of the premises. The School's furniture (other than chairs in the hired accommodation) and equipment shall not be moved except by prior arrangements. Official exit ways must be kept clear at all times. Any alteration or addition to the School's lighting or electrical heating systems is strictly forbidden, except with the written consent of the headteacher. Consent may be subject to conditions, which the Hirer will be required to observe. The Hirer shall, at the end of the hire period, leave the accommodation in a reasonable tidy condition, all equipment being returned to the correct place of storage.

- 13 The Hirer is responsible for the safe guarding and safe keeping of all items belonging to the Hirer, its guests/delegates or third parties engaged by it. The School accepts no responsibility for such items.

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14 Storage

Storage facilities cannot usually be provided. When Hirers are permitted to leave equipment on the premises, they do so entirely at their own risk.

15 Hirer's property

Furniture and apparatus required may be brought on to the premises at the Hirer's own risk. Hirers shall not bring on to the premises, without the prior consent of the governors, any article of an inflammable or explosive nature, nor any article producing an offensive smell, nor any other substance, apparatus, or article of a dangerous nature.

16 The Hirer shall indemnify the establishment and Hampshire County Council against all claims for damages, compensation and/or costs in respect of:

- (i) bodily injury or illness to Third Parties, and/or
- (ii) damage to Third Party property caused by or arising out of or being incidental to the Hirer's use of the premises.

17 The Hirer shall be responsible for loss or damage to the establishment's premises and contents therein the property of Hampshire County Council.

18 The Hirer shall effect adequate insurance in respect of the liabilities and the loss or damage referred to respectively in Conditions 15 & 16 above. (See the Annex to this section for explanatory notes on insurance).

19 Refusal of hire

The governors may refuse an application to hire the premises if:

- a) The premises are required by the School.
- b) There has been any damage to the property or breach of these conditions during previous use of the premises by the hirer.
- c) For any other reason the governors deem it necessary or expedient to refuse the application.

No compensation shall be payable by the governors by reason of such a decision.

20 Cancellation by the governors

The School reserves the right to cancel any hiring without notice if:

- (i) the accommodation will, due to circumstances outside their control, be unavailable for the hire period or
- (ii) the Hirer has failed to disclose material information concerning the proposed hiring, or

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- (iii) there are reasonable grounds to conclude that the Conditions of Hire may be breached to a material extent.

In the event of (i), all hiring fees will be refunded to the Hirer, but the School shall have no further liability to the Hirer. In the event of (ii) and (iii), any refund of hiring fees shall be at the discretion of the School.

Apart from exceptional circumstances, the governors will give at least four weeks notice to the Hirer, should it become necessary to cancel or postpone a letting.

21 Cancellation by the Hirer

The Hirer must give at least four weeks notice of cancellation to the headteacher, acting for the governors. If any shorter period of notice is given, the governors reserve the right to pass on to the hirer any costs unavoidably incurred or to impose a cancellation charge.

22 Payment of charges

The Hirer shall pay the hiring fees, including any deposit, at the rates and times set out in the attached Schedule.

- 23 (i) The Hirer acknowledges that in the event that the Hirer cancels the hiring there will be a cancellation fee payable as set out in the attached Schedule and any refund of monies already paid will be at the discretion of the School.
- (ii) All hire charges must be paid within one month of the invoice being issued. This invoice will be issued at the end of each month for all the hires that have taken place in that month.
- (iii) The School reserves the right, on proper notification, to invoice the Hirer for any charges arising from excessive cleaning time incurred as a result of the Hirer failing to leave the accommodation in a reasonable condition, or for repair of the premises or equipment damaged by the Hirer, or resulting from the Hirer failing to vacate the premises by the time stipulated in the hire form.
- (iv) The Hirer shall, if so demanded, pay at the time of booking a refundable deposit to be held by the governors against costs unavoidably incurred as the result of insufficient notice of cancellation of booking, any damage caused by the Hirer, or additional cleaning required as a result of the premises not being left in a reasonably tidy condition. The proportion of the deposit to be retained will be decided by the governors and their decision will be final. Use of school meals facilities and equipment is subject to County Council conditions and a deposit of £100 is required.

24 Statutory requirements

- (i) All statutory requirements, including those relating to health and safety and public entertainments, must be strictly fulfilled by the Hirer. Film, music, dancing, indoor sporting events and stage events may be considered to be regulated entertainment and,

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as such, are licensable activities which require authorisation from the local licensing authority. For all regulated entertainment, it is the Hirer's responsibility to inform the local Licensing Authority and obtain the appropriate licence. This applies if tickets are to be sold at the door or advertised to the public, but also if tickets are offered to friends and neighbours or even if admission is free and open to all.

- (ii) No musical works in the repertoire of the Performing Rights Society may be performed in public on the premises unless the Hirer has obtained the permission of the society. No copyright material may be delivered or performed unless the consent of the owners of the copyright has been obtained by the Hirer. The Hirer must indemnify the school and the County Council against any action for breach of copyright.

25 Attendance and behaviour

- (i) The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approved.
- (ii) The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated. The Hirer shall at all times provide an adequate number of supervisors for any activity and those supervisors shall be present throughout the hiring period. The Hirer shall be liable for damage caused by unruly or inappropriate behaviour.
- (iii) It is the Hirer's responsibility to ensure that all those attending are made aware of their responsibilities, and the County Council's and Hirer's insurance arrangements.

26 The School reserves the right to exclude individuals or companies that it considers undesirable or inappropriate. The headteacher reserves the right to require a representative to be in attendance for the preservation of good order and safety and to recover from the Hirer any additional expenses incurred as a result of this condition. If the headteacher's representative considers the behaviour of the Hirer, its guest/delegates or third party contractors to be unreasonable, then the representative may cancel and/or terminate the event with immediate effect and the School shall not be obliged to refund any part of the Hire charge.

27 Alcohol

In no circumstances shall alcoholic drinks be available at any function without prior written consent of the governors. Permission will be granted only in exceptional circumstances. Applications must be made in writing at the time the Hirer applies for the use of the premises. If permission is granted for alcoholic drinks to be sold it will be the responsibility of the Hirer to ensure that a Temporary Event Licence is obtained from the local Licensing Authority. The Hirer agrees to comply with all conditions and limitations attached to the Temporary Events Notice he obtains.

28 The School reserves the right to require sight of a Temporary Event Notice prior to the letting.

29 Gambling

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The premises may not be used for games of chance, other than bingo, unless specific permission has been granted by the governors.

30 Emergency evacuation procedures

Hirers shall familiarise themselves with the fire precautions in force on the premises and with the means of evacuation in the event of a fire, bomb warning or any other threat to safety. The Hirer is responsible for ensuring that persons attending are made aware of the evacuation procedures. Fire and other exits must be kept clear at all times.

31 Smoking

No smoking is allowed.

32 Animals

Animals must not be brought on the school grounds, playground or into the buildings, with the exception of guide dogs or therapy dogs.

32 Caretaker

The caretaker is instructed by the governors to ensure that the conditions of hire are fully complied with. All reasonable instructions given by the caretaker on duty must therefore be followed.

33 Use of the premises is limited to the accommodation hired and necessary facilities such as toilets. Car parking is permitted in designated areas at the premises subject to availability.

34 Right of access

The governing body and its agents reserve the right of access to the premises during the letting.

35 The headteacher or his/her representative reserves the right to suspend or withdraw use of the school by an individual group with immediate effect on the following grounds:

- causing intentional damage to the school, its equipment or any personal belongings of other users
- violent, threatening or abusive behaviour to a member of staff or other users
- theft of any property belonging to the School or other users
- disruptive behaviour which is interfering with the activities of others
- behaviour which puts at risk the health, safety or well-being of others
- non-compliance with or breach of licensing laws
- behaviour which is deemed to be offensive and/or results in complaints from users

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- refusal to follow reasonable directions from the caretaker or other members of the school's staff
- non-payment of school invoices
- any other behaviour which is considered inappropriate to the smooth and efficient operation of the School, or against the interests of all users.

Following the suspension, the user will be given reasons in writing and will be offered the opportunity to appeal to the governing body of the School whose decision will be final.

36 The Hirer may not assign or sub-let the hire of the School.

37 If working with children, the Hirer and any helpers should supply theirs or any helpers Disclosure and Barring Services Disclosures.

38 If anyone requires assistance in evacuating the building, a Personal Emergency Evacuation Plan (PEEP) must be submitted to the headteacher at least one week before the letting takes place.

39 If running classes straight after school which involve children from our school:

- Hirers must be on the premises by 3.10pm to set up, ready to collect the children at the end of the school day
- Classes being held within school can only take place during term-time and excludes in-service training days when the school is closed
- Children must be collected promptly by their parents/carers at the end of the session, or taken to the after school care provision 'Koosa Kids' if requested by the parents/carers. It's the Hirer's responsibility to take care of children until their parents/carers arrive.
- Children must be appropriately supervised
- Children must be suitably attired for the activity they are attending.

40 If running classes which involve children Hirers must have a Child Protection Policy or agree to adopt the school's policy.

41 Casual spectators, not connected with the letting, must not be admitted.

42 Any loud speakers must be moderated so as not to cause a nuisance and must be PAT tested.

43 The maximum capacity of the hall is 450 unseated and 420 seated. This must not be exceeded.

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Single Equality Scheme

Church Crookham Junior School is committed to promoting equality of opportunity. The Hirer must ensure that anyone with a disability or leaning difficulty has equal access as described below:

Equal Opportunities and Inclusivity

1. The Hirer is committed to providing the equality of opportunity for all adults, children and families.
2. The Hirer is committed to the principle that any behaviour, language or action that creates discrimination or disadvantage is unacceptable and will be challenged.
3. The Hirer will make every effort to ensure that the setting, equipment and resources promote equality of opportunity for all and reflect the different cultures, levels of ability, family status, gender, religion, etc., of the group of members who hire the facilities.
4. The Hirer believes it is important to operate a provision which is fully inclusive and encourages anti-discriminatory practice for both children and adults. The main school building has full wheelchair access and the setting and facilities are adaptable to enable the best level of care for all the group member's needs.
5. The Hirer will ensure that any activities undertaken would not be detrimental to cohesion of the community, nor promote intolerance on the basis of ethnicity, faith, gender, sexual orientation, disability or age.

Complaints

Where the hirer has a complaint the school complaints policy and process will apply. If the school has a complaint about the hirer, in the first instance the headteacher will raise this with the named person, if the complaint is not resolved it may be escalated to the governing body to decide on the appropriate action for the school to take.

Agreed: Resources Committee March 2017

Application for the hire of facilities at Church Crookham Junior School

The application should be sent to the school and should normally be made at least 14 days before hiring is required.

Name and address of applicant _____
(to whom correspondence can be sent)

Postcode _____

Telephone number _____

Email address _____

Name of organisation and position within organisation (if applicable)

Facilities required

School Hall	<input type="text"/>	Kitchen*	<input type="text"/>
Sports pitch/court (specify)	<input type="text"/>	Hard/grass area (specify)	<input type="text"/>
Room(s) specify number	<input type="text"/>	other facilities (specify)	<input type="text"/>

*A deposit of £100 is required for the hire of the kitchen payable at least 10 days prior to date of letting.

Purpose of hire _____ Do you wish to provide bar facilities? YES/NO

Apart from organisers, is the proposed hire exclusively for:

Young persons under 18 or Members if a registered youth group	YES/NO	Older persons group or adult with disabilities	YES/NO
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Date(s) required _____

Time from _____ to _____

Declaration

- 1 I have read and accept the school's conditions of hire, and agreed to abide by these and any special conditions communicated to me.
- 2 I agree to indemnify the County Council against any accidents or damage to the hiring unless caused by the negligence or breach of statutory duty of the County Council. I understand that the County Council have taken out a policy of indemnity for my legal liability for accidents, damage and injury.
- 3 I enclose a copy or copies of appropriate qualifications held by the person(s) running the activities (where appropriate) in support of this application.
- 4 I accept that an additional charge may be made in respect of damage caused to the building or school property through negligence or wilful intent.
- 5 I understand that there will be a minimum charge unless there is a concurrent hirer.
- 6 I agree to the payment conditions.
- 7 I am over 18.

Signed _____

Name in full _____

Date _____

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Hire of facilities at Church Crookham Junior School

This section will be returned to you as confirmation or otherwise of the letting. It is **not** an invoice.

Name _____

Address _____

Approval is given/not given to your application to hire
_____ facilities

at **Church Crookham Junior School** on _____

The charge will be £_____ per session starting at _____ hours and finishing at _____ hours, unless the minimum charge applies or the period of letting exceeded. An invoice for the actual charge will be issued **after** the hire.

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Safeguarding Children Checklist

A checklist should be completed for each club Safety requirement		In place
1	Has the school gone through the Partnership Agreement/TOCA for use of premises with the provider?	Y/N
2	Has the provider got a Child Protection Policy that is compatible with the school's policy? Is the provider adopting the school's policy?	Y/N Y/N
3	Has the provider got a code of conduct for staff detailing appropriate behaviour with children that is compatible with the school's code conduct? Is the provider adopting the school's code of conduct?	Y/N Y/N
4	Does the provider have a procedure in the event of an allegation being made against them that is compatible with school's policy? Is the provider adopting school's policy?	Y/N Y/N
5a	Does the provider follow safer recruitment principles in appointing and vetting staff?	Y/N
6	Have all staff or volunteers working with children (including transporting children as part of the activity) been DBS checked? Has the school seen the DBS checks?	Y/N Y/N
7	Has anything been disclosed on the DBS check that should have been discussed with the governing body? If yes take advice from the Educational Personnel Team.	Y/N
8	Have references been checked?	Y/N
9a	Are there appropriate arrangements for first aid or other emergencies?	Y/N
9b	Does a member of staff have a current first aid certificate?	Y/N
10	Are all individuals in the organisation made aware of policies and procedures?	Y/N
11	Are there arrangements for the provider to liaise with the appropriate member of staff if there should be a particular concern?	Y/N
12	Are staff/pupil ratios appropriate for the Extended Services activity?	Y/N