

# **Lettings Policy**

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### **Document History**

Date	Change Reference	Summary of Change
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### **LETTINGS POLICY**

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### 1. Hire of Premises

### 1.1 Introduction

The letting of the School premises is welcomed, subject to the Terms and Conditions set out in this policy. The use of premises for School activities will take priority over lettings. The School premises will not be let to individuals or organisations if there is reason to believe that the name of the School will be brought into disrepute or where the letting may be detrimental to the School facilities.

### 1.2 Charges

Charges for the lettings of School premises should, at least, cover any costs incurred; these costs include opening and securing the premises, additional heating and lighting, and extra cleaning. Charges for the letting of School facilities are as detailed below;

Site Manager's Fee	£14.91 per hour.		
Commercial Letting	£10-20 per hour		
Community Letting	£5-£10 per hour		

Amounts may vary upon negotiation with the School; however, overall lettings income must, at least, match overall lettings expenditure.

These amounts are for the hire of the hall/kitchen only and do not include the use of any other room unless prior agreement has been made with the Business Manager.

No equipment (apart from the use of chairs or tables) is included in the hire fee. Any other equipment, other than chairs and tables, must not be used.

Charges for the Immersive Room are:

- £50.00 per session
- Sessions are 9.00am to 10.30am, 11.00am to 12.30pm and 1.00pm to 2.30pm
- A booking form can be found in Appendix 1.

### 2. Terms and Conditions

### 2.1 <u>General</u>

- Applications for lettings should be made through the Business Manager in the first instance.
- All persons hiring and using the School premises will be expected to conform to the relevant Health and Safety regulations. The Risk Assessment form must be returned with the booking form.
- Keys and access codes to the School premises will at all times be held by the Site Manager or members of the School staff. Keys/access codes will not normally be given to hirers.
- Neither the School nor the LA will be held liable for any loss, damage or injury sustained by the hirer during a letting.
- In the event that the School needs to cancel an agreed letting, the School will not be liable for any claim for compensation (financial or otherwise) other than the return of any hiring fee and deposit monies received.

### 2.2 Insurance

The hirer must be covered by Public Liability Insurance in the amount of £2,000,000 and a photocopy of the current policy must be provided before a booking can be confirmed. Hirers may, if they so wish, buy in to the School's Public Liability Insurance – further details and costs are available from the School Office.

### 2.3 Hirers' Responsibilities

It is the responsibility of the HIRER to:

- Ensure all users are made aware of the fire exits on each occasion the premises are used.
- Take all precautions to ensure the safety of all persons entering/using the premises during the period of hire (not least in the kitchen area).
- Ensure that no other areas of the school or equipment are used during the period of the letting.
- Ensure that cars are parked in such a way that emergency access to the premises is not blocked.
- Ensure that the hall (and the kitchen and toilets, if used) are left clean and tidy.
- Be responsible for the behaviour of all persons connected with the hiring.
- Ensure that no footwear liable to damage floors and floor coverings is worn in school buildings
- Ensure that no dogs, other than guide dogs for the blind, are permitted on the school premises.
- Ensure that the appropriate licences are held for performances (musical and otherwise) on the School premises and that all conditions of such licences are adhered to.

• Ensure that the site is left securely locked at the end of the letting.

For a further list of the hirer's responsibilities, please refer to Section 6 of the Hirer's application form.

### 3. Health & Safety Procedures

- All the fire exits are clearly marked with a green sign above the door -these should be followed in an emergency evacuation.
- In the event of an emergency all persons should leave the building as quickly as possible and assemble on the main School playground by the hall.
- Under no circumstances should anyone re-enter the building.
- Fire hoses and extinguishers are located in the hall and corridors. Please make yourself aware of their location. They are all clearly identified. THESE SHOULD BE USED ONLY IF SAFE TO DO SO IF IN DOUBT, GET OUT.
- If it is necessary to call the fire brigade or any other emergency service, it is the responsibility of the hirer to do so. A telephone is located in the Lounge. 999 should be called directly. No other numbers are required to gain an outside phone line. If asked for the name and address, it is Greenleys Junior School, Marron Lane, Wolverton, Milton Keynes, MK12 5DE.
- Please ensure that you do not block any of the emergency exits.
- Please ensure that no vehicles are parked in such a way that entrance to the School either by the front gate or playground gates are blocked to emergency vehicles.
- It is the responsibility of the hirer to have a register of those persons present, which should be checked off in the event of an emergency. The emergency services should be informed of any missing person.
- Smoking/vaping is not allowed anywhere on the School premises or grounds.
- In the event of any problems during the period of the letting and the Site Manager/Head teacher are not on the premises, please telephone the Site Manager.
- It is recommended that complete First Aid kits are provided by and are the responsibility of the hirer.
- There are regulations regarding the ratio of adults to children involving any activities and it is recommended that these be adhered to for any letting.

### 4. Risk Assessment Procedure for Activities Taking Place Outside Normal School Hours

### 4.1 What is Risk Assessment?

Risk Assessment can sound very daunting, but it is an increasingly important factor in modern society. At its simplest, Risk Assessment is being aware of the need to identify and minimise the risk of accident or injury .It may sound difficult and time consuming, but in reality most of it is based on common sense. After planning any activity, you should think about what could go wrong, what incidents might happen and what injuries could result. Using the attached Risk Factor Matrix it is then possible to determine how severe the risk attached to such an activity might be. If the risk is too high the activity should not go ahead. If the risk is quite high, steps should be detailed to reduce that risk. If the risk is low, then the activity can take place as planned, needing no further action.

### 4.2 Why do we need a Risk Assessment procedure?

As a Governing Body, we are ultimately responsible for the safety of all users of the School, and therefore we need to ensure that all such users are taking the necessary steps to protect themselves and those they are responsible for.

### 4.3 When should Risk Assessment take place?

When a new activity is being planned, a Risk Assessment must be part of the planning process. If an activity is being repeated (e.g. weekly, annually), risk assessment should be reviewed, but a new record need not be submitted if the activity and the identified risks have not changed.

### 4.4 How is Risk Assessment carried out?

Risk Assessment should not be a lengthy process, but it must be undertaken in order to identify any potential risks of hazards of an activity. These could range from minor to extreme. The likelihood of an accident or injury and the severity of such injury must be considered, using the Risk Factor Matrix attached, and action taken to minimise risk or alternative activities considered.

### 4.5 How should Risk Assessment be recorded?

The suggested format is attached for recording Risk Assessment, which would be necessary in case of any insurance claim for negligence and/or personal injury. In case of such claims, evidence is needed that risks have been considered, evaluated and steps taken to minimise those risks. The completed forms should be shown to the School Business Manager.

### IF A RISK ASSESSMENT IS NOT FILED AN ACTIVITY WILL NOT BE ALLOWED TO TAKE PLACE.

### 5. Risk Factor Matrix

To calculate the Risk Factor of any activity:

- 5.1 Assess the SEVERITY of any accident or injury that may be caused by the activity (from 1 = negligible to 5 = fatality).
- 5.2 Assess the LIKELIHOOD of any accident or injury resulting from this activity (from 1 = extremely unlikely to 5 = certainty)
- 5.3 Multiply the SEVERITY by the LIKELIHOOD:
  - If the result is between1 and 6 the Risk Factor is LOW and no further action is needed.
  - If the result is between 7 and 16 there is a significant Risk Factor, and improved controls to reduce the risks are needed.
  - If the result is between 17 and 25 the Risk Factor is unacceptable and this activity should not take place.

Risk Factor Matrix		SEVERITY					
		Fatality	Major	Serious	Minor	Negligible	
		5	4	3	2	1	
	Certain						
	5	25	20	15	10	5	
		-					
	Very Likely	20		4.0		_	
	4	20	16	12	8	4	
po	A likelihood						
liho	A likelihood 3	15	12	9	6	3	
Likelihood	5	15	12	9	0	3	
	Unlikely						
	2	10	8	6	4	2	
	Extremely	-	_	2	2	4	
	Unlikely	5	4	3	2	1	
	1						

LOW RISK FACTOR No further action necessary
SIGNIFICANT RISK FACTOR Improved controls required

### 6. Hire of Premises Checklist

The following documentation must be returned to the School Secretary at the time of the booking.

- [] Hire of Premises Booking form
- [] Completed Risk Assessment Record Form
- [] Photocopy of hirer's current Public Liability Insurance in the amount of £2 million.
- [] Any fees payable in advance.

### 7. Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after-school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

The hirer must confirm that, should any safeguarding concerns present themselves during the hire of the school premises, they will contact Vicki Thurstance, Designated Safeguarding Lead for Greenleys Junior School, as soon as reasonably practicable.

The hirer understands that if our school receives an allegation relating to an incident where an individual or organisation is using our school premises for running an activity for children, we will follow our usual safeguarding procedures and inform our local authority designated officer (LADO).

### HIRE OF PREMISES BOOKING FORM

For the	e hire of: Room/Hall/ Pitch/Field/Play Area/Other	
	(delete as appropriate)	
DATE[S]:		
TIME FROM:	TIME TO:	
FOR THE PURP	OSE OF:	
BY:		Applicant's name, address, postcode and telephone number

### 1. APPLICATION

All communications for the hire of Premises must be returned to the School Business Manager

- 2. APPLICANT The Applicant who signs this Form must be over 18 years of age and shall be responsible for all payments and terms of hire.
- 3. FEES AND DEPOSIT
- 3.1 The hiring fee and any deposit shall be paid to the Manager at the time of booking.
- 3.2 Special arrangements may be made for payment for multiple bookings at the discretion of the Manager.
- 3.3 The deposit will be used towards making good any damage connected with the hiring and any balance will be returned to the Applicant. Paying a deposit does not limit liability of the Applicant.
- 4. CANCELLATION

In the event of cancellation by the Applicant the hiring fee may not be returned. Any unused balance of deposit will be returned to the Applicant.

PERMISSION TO USE THE PREMISES
 The Applicant may use the Premises for the purposes stated above and no other purposes on payment of the hiring fee and under the terms of this permission.

- 6. APPLICANTS UNDERTAKINGS The Applicant shall:
- 6.1 be responsible for the Premises and the behaviour of all persons connected with the hiring and their car parking arrangements so as to avoid any obstruction
- 6.2 take all precautions for the safety of all persons entering/using the Premises during the period of hire.
- 6.3 prevent the Premises being used in such a way which does or may cause a nuisance or annoyance to others in the vicinity
- 6.4 prevent damage to any part of the Premises which includes, but is not limited to, any decorations, furniture, fixtures and fittings, and building fabric and be liable for any damage to the Premises connected with the hiring,
- 6.5 in the event of any damage to the Premises connected with the hiring, to pay to the School on demand the costs of any such repair and any loss of income resulting from the Premises not being used which is attributable to the damage.
- 6.6 not move or alter or add to any furniture or equipment or electrical or heating or lighting systems at the Premises without the prior agreement of the Manager.
- 6.7 prevent the consumption of alcohol and gambling and gaming on the Premises unless the prior written approval of the Manager has been obtained and all legal requirements are met in full.
- 6.8 obtain any necessary consents and comply with all regulations connected with the permitted use of the Premises (for example, copyright, performing rights, licensing and gaming laws, fire and health and safety requirements.
- 6.9 indemnify the Governing Body from and against all actions proceedings, costs, claims and demands or other liability which may arise in any way whatsoever in connection with any breach of the terms of this permission provided that such indemnity shall not apply to the extent that such actions, proceedings, costs, claims and demands or other liability are directly caused by the acts or omissions of the Manager or Milton Keynes Council or their employees servants or agents (but not contractors). The Applicant confirms that s/he is insured in the minimum sum of £2 million in support of this indemnity and will produce to the Manager evidence of such insurance. Failure to produce satisfactory evidence of such insurance may result in cancellation at any time of the hiring by the Manager in which case any unused deposit will be returned but the hiring fee may not be returned. In this event the return of any unused deposit shall be the limit of the Governing Body liability.
- 6.10 prevent smoking on any part of the Premises.
- 6.11 leave the Premises in a clean and tidy condition and securely locked.
- 6.12 observe any security requirements for the use of the Premises as the Manager may specify.

### 7. GENERAL

- 7.1 The Manager gives no warranty that the Premises are legally or physically fit or suitable for the Applicant's purposes and the Applicant must satisfy him/herself as to its suitability.
- 7.2 The Manager and all persons authorised by the Manager have the right to enter the Premises at all times.
- 7.3 The Manager reserves the right to cancel this hiring (or some part of it) without notice in the event of the Premises being rendered unfit or unavailable for use. In that event the Applicant shall be entitled only to a refund of the hiring fee and any unused deposit and the refund shall be the limit of liability for such a cancellation.
- 7.4 This licence is personal to the Applicant and may not be transferred.
- 7.5 The hiring does not grant any interest or estate in the Premises.

SIGNED		[Applicant]	Date:	
RISK ASSESSMENT RECORD F	ORM			
DATE[S]:				
TIME FROM:		TIME TO:		
FOR THE PURPOSE OF:				
BY:				Applicant's name, address, postcode and telephone
				number
	Tel:			
Nature of Activity:				
Assessment of SEVERITY of	any accident or injury			
(from 1 = negligible to 5 = fa				
Assessment of LIKELIHOOD	of any accident or injury			
(from 1 = extremely unlikely				
Risk Factor (SEVERITY x LIKE	ELIHOOD)			
Additional control measure	s required/put in place to	o ensure safet	v:	

SIGNED .....

I, accept the above terms of hire

[Applicant]

Date: .....

Appendix 1	Immersive Room Booking Details
Name of individual:	
Name of company/s	chool:
Date of hire:	
Time: 9.00-10.30an 11.00-12.30pr	n*
1.00-2.30pm* Classroom also requ	
	s you would like on the walls:
Scenes during the se	ession:
Scenes on exit:	
Any Additional Infor	mation:

\*Please delete as appropriate