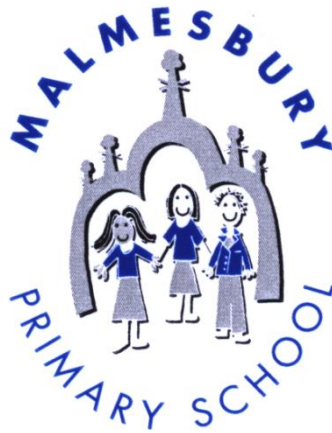


Malmesbury Primary School



Lettings Policy

Prepared by	Louise Gorham
Committee responsible	Resources
Date ratified by Governors	Autumn 2021
Date for review	Autumn 2025
Signed (Chair of Governors)	
Signed (Headteacher)	

The Governing Body of Malmesbury Primary School (hereafter referred to as 'the Governing Body') is keen to see that the premises at our school are used for the benefit of the whole local community. Whilst the education of children is the prime purpose of our school it is recognised that the school operates in the wider community. Its facilities should therefore be made available to local groups when this does not conflict with either the interests of its pupils or the wellbeing and workload of its staff. This document outlines the policy of our school with regard to letting. It sets out the facilities available, the charges and the responsibilities of the Governors and the users when the school premises are hired.

The Governing Body recognises and supports the following principles:-

- The school premises represent a significant capital investment and should be fully utilised.
- The school premises are a valuable community resource.
- Use of the school premises for educational purposes should be given priority when lettings are considered.
- Making a profit from private or commercial lettings is desirable, but is not the primary objective when letting for educational activities.
- Having regard to our duty under the Race Relations Act 1976 (but without prejudice to our duties under the Representation of the People Act 1983) the Governing Body will not let the school premises to organisations whose purpose is, amongst other things, to encourage racial discrimination and/or disharmony between persons of different racial groups, or are otherwise involved in activities prejudicial to good race relations.
- Events run by the Parent / Teacher Association, Friends@Malmesbury (F@M) to support the school will not attract a charge.

This document details the lettings policy and procedures of the school, available facilities and the roles of both the Governing Body and users of school facilities (hereafter referred to as 'the Hirer'). It also sets out the current scale of charges. Lettings charges will be reviewed annually by the Resources Committee.

The Resources Committee will review this policy every three years.

The Full Governing Body will approve this policy every three years.

POLICY

Use of School Premises

- School Staff are not permitted to accept hospitality gifts either cash or in kind at any time. We request that no gifts of this nature are offered.
- The Site Manager will be contactable for the duration of the let. He will open and lock the school before and after each letting. For long-term lets, a named individual may be made a key-holder.
- School staff will identify an appropriate room(s)/area, ensuring that it is open and ready for use at the beginning of the session.
- School Offices must not be used by any outside individuals or bodies for any purpose whatsoever.
- No animals may be brought onto the site without prior agreement with the Headteacher.
- Smoking is not permitted anywhere within the boundary of the premises and grounds.
- School Premises will not be regarded as booked until the completed application form has been submitted and formally confirmed by the Headteacher with details of charges and deposit required.
- No articles may be fixed to the building nor structural alterations made to the school.
- No slogans, advertisements, emblems or decorations may be displayed within the school premises whether fixed or free standing without prior agreement of the Head Teacher.
- There will be no access to the school kitchen.

Vehicular Access

- Vehicles are not permitted on site, unless prior arrangement has been made with the Headteacher.
- No vehicle is to be parked on or driven in the playground areas except with the permission of the Headteacher.

Intoxicants

- No intoxicants may be brought on to or consumed on the premises without prior approval of the Headteacher. Approval will not be forthcoming if scheduled youth activities are taking place on the premises at the time of the letting.

Extremism and Radicalisation

In line with our Safeguarding policy, at Malmesbury Primary School we fully consider radicalisation, extremism and exposure to extremist materials to be safeguarding issues that can bring our school into disrepute. We will work to ensure that members of staff are fully engaged in being vigilant about radicalisation; and maintain an attitude that "it could happen" in the school. In order to support us in discharging this duty, we will conduct 'Open Source' checks on all organisations that have lettings agreements with the school.

School will not tolerate any prejudice, discrimination or extremist views, including derogatory language, displayed by any organization to which we let our school building or grounds. Any such behaviour or promotion of such views will result in the matter being referred to the Prevent service of the Metropolitan Police and the let will be ceased without notice.

GOVERNING BODY RESPONSIBILITIES

The Governing Body reserves the right to;

- Delegate the management of school lettings to the Headteacher, who may;
- Cancel a booking where unavoidable problems of access have arisen.
- Refuse entry to persons they consider liable to cause danger or undue disturbance.
- Retain the refundable deposit where events overrun their booked time or damage or breakages are sustained.
- Require access to the premises by members of school staff or police during the letting.
- Decline any booking which conflicts with the educational function of the school, conflicts with the school ethos, may cause disturbance/inconvenience to the neighbourhood, may give rise to concern for Health & Safety and/or Child Protection, interfere with an existing letting, or is prejudicial to the interests and to the good name of the school,
- Decline a booking without stating reasons

The Governing Body will ensure that school staff:

- Make hirers aware of fire safety precautions and fire exits.
- Make hirers aware of the location of first aid boxes.
- Make appropriate cleaning equipment available, e.g. vacuum, broom, dustpan and brush.
- Provide a contact number for assistance during a let.

NOTICE OF CANCELLATION

- The Governing Body or Headteacher will give organisations one month's notice in the event of premises being required for educational activities of the school itself.
- Lettings on a long-term basis will be subject to one half term notice of termination by either party, unless otherwise agreed in a lettings contract.
- A breach of the Terms and Conditions of hire may lead to the immediate withdrawal of the facilities granted
- In the case of a regular letting, the Headteacher may terminate this agreement without notice if the Hirer breaches any of the Terms of Conditions of Hire. In this event the School will not be responsible for any loss or damage incurred as a result on the cancellation of the hiring or of any activity relating thereto.

CHARGES AND DEPOSIT

- Lettings charges will be set at the discretion of the Resources Committee based on requirements and quoted on a case by case basis. The potential hirer will be provided with an official quote which they need to sign to accept.
- Hirers will be required to pay a premium 9% of the letting fee to cover public liability insurance, unless proof of comparative insurance is furnished, at least 2 weeks prior to the commencement of the booking and annually for all regular lettings.
- The charge for a letting will only be refunded if notice of cancellation is received at least 2 weeks before commencement of the event except in exceptional circumstances (to be agreed by the Headteacher).
- For one-off lettings the school must receive payment in advance, at least two weeks prior to the event. A refundable deposit of £100 may be required by the school against the risk of damage to the premises or additional cleaning being required.

- Unless the Governing Body or Headteacher agrees otherwise, the Site Manager or an appropriate member of staff will be on the premises for all or part of the letting. The full cost of this attendance is charged as an element of the lettings fee.
- The Hirer will reimburse the School for all damage to the premises or resources and/or additional cleaning as assessed necessary. These costs will be deducted from any refundable deposit taken.
- No payment will be made direct to caretaking staff by the hirer.

TERMS AND CONDITIONS OF HIRE AND USE

By completing and signing the application form, the Hirer:

- Accepts and agrees to adhere to all aspects of the school lettings policy, including these terms and conditions;
- Accepts the responsibilities of the Hirer in ensuring that these terms and conditions are fully met;
- Accepts responsibility for ensuring that all attendees comply with all the terms and conditions contained within this policy;
- Accepts and agrees to adhere to all the guidelines outlined in <https://www.gov.uk/government/publications/keeping-children-safe-in-out-of-school-settings-code-of-practice>

Hirers' Responsibilities

- 1) The premises must be left in good order and vacated not later than the end of the time booked. Bookings must include tidying up time. For late evening bookings, music must cease by 11 pm and the premises vacated by 11.30 pm.
- 2) No rooms, offices or facilities are to be used other than those agreed on the letting form.
- 3) Hirers must provide their own rubbish bags and remove all rubbish.
- 4) All property brought onto the premises for the purpose of the hire must be removed before the expiration of the letting.
- 5) Where school resources are to be used this must be **agreed in advance** and the responsibility for damage to any school property remains with the Hirer.
- 6) The playground equipment, including climbing equipment, is not included under this hire agreement and must not be used.
- 7) Any movement of furniture must be undertaken by the Hirer under the direction of the Site Manager. No furniture or apparatus is to be used without prior permission.
- 8) The hirer must not sub-let to another party.
- 9) The Hirer will comply with all Health & Safety requirements mandated by the school.
- 10) School computers, printers, interactive whiteboards or any other ICT resource must not be used unless agreement to the use of a specific item has been received in writing from the Headteacher.
- 11) The Hirer shall indemnify and keep indemnified the School and Governing Body from and against all losses and damages arising as a result of the letting of the premises. The Hirer will pay the full cost of repair, or replacement of the fixtures or fittings that become unserviceable or unsuitable through damage caused by any person attending the function whether deliberate or otherwise.
- 12) Please note that hirers must as a condition of the proposed hiring insure under

the Local Authority's Scheme effected on behalf of the School and its Governing Body, unless the hirer is able to provide proof of comparative insurance. The premium rate in respect of the insurance indicated below is 9% of the hiring fee.

- 13) The Hirer's insurance covers the Hirer's liability for those sums which the Hirer may become legally liable to pay as damages (including claimant's costs and expenses). Any such claims must have arisen out of the activities of the Hirer and are subject to the following:
 - a) Legal liability subject to an indemnity limit of £10,000,000
 - b) Accidental damage to the premises or the contents of the premises - limited to £1,000,000.
 - c) The first £500 of any claim for damage to the premises or the contents is met by the Hirer unless that damage is caused by fire or an explosion.
 - d) The insurance details are:
 - i. Policy number: QLA-01E223-0223
 - ii. Insurer: Zurich Municipal
 - iii. Insured: individuals and organisations hiring Educational (including Voluntary Aided schools) premises owned by LBM.
- 14) The Hirer must take all reasonable precautions to prevent or minimise accident, injury or damage. It is a condition of the letting that immediate notice must be given to the Headteacher of any claim, accident, damage or proceedings that may give rise to a claim and that no admission of liability or negotiation should be entered into by the hirer or any of his/her representatives.
- 15) All property brought onto the premises is done so at the sole risk of the owner. Neither the school nor the Governing Body will accept responsibility for any loss or damage to any property owned by any person or organisation using the premises. Security arrangements are the responsibility of the Hirer.
- 16) Where vehicular access and/or use of the school car park is approved by the Head Teacher, the Hirer must undertake proper stewarding and control of the area. The hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency and service vehicles.
- 17) The school does not accept responsibility for damage to vehicles regardless of cause whilst within the school grounds.
- 18) The owner of any vehicle brought onto the school grounds is responsible for any damage or injury to the School Property or to any other persons, whether connected with the school or not, caused by such vehicles or their presence on the premises.
- 19) The Hirer must ensure that persons under 18 years of age are not sold or supplied with or consume any intoxicants.
- 20) The Hirer is responsible for the good behaviour of all associated users and ensuring that where permitted, alcoholic drinks are consumed in moderation when brought onto the premises for a function.
- 21) It is the Hirer's responsibility to obtain any necessary licences and consents. It is the duty of the Hirer to adhere to the terms of such licences. A copy of the licence must be provided to the School prior to the letting.

- 22) Hirers are required to ensure that there is no infringement of any legal requirements, including but not limited to copyright performance rights etc. in relation to music, dramatic productions and the like.
- 23) The Hirer will ensure that all activities carried out on the school premises conforms with requirements of the Health and Safety at Work Act 1974 and all relevant safety legislation.
- 24) The Hirer is responsible for the prevention of overcrowding such as to endanger public safety and for keeping clear all gangways passages and exits. Maximum capacity for events within the School Hall is 120 persons.
- 25) The Hirer will ensure that no person involved in the activity for which the hiring is made will have access to vulnerable adults or to children unless the relevant Disclosure and Barring Service (DBS) clearance has been obtained.
- 26) Young persons under the age of 18 years must never be left unattended. All participants must be adequately supervised during the session.
- 27) In respect of young persons under the age of 18, the Hirer must hold details of emergency contacts and medical needs for each participant.
- 28) In any situation where a Hirer becomes aware of an issue which concerns a child's safety or well-being in relation to child protection issues, the hirer is required to inform the Headteacher or Social Services.
- 29) The Hirer/Staff must be aware that they cannot offer guaranteed or unconditional confidentiality to a young person who may make a disclosure. If a child discloses any information relating to their own safety or that of any other young person, the Head Teacher must be informed promptly.
- 30) The Hirer is responsible for the behaviour of all persons organising or attending the function and in particular for leaving the site in a quiet and orderly fashion by the time stated in the letting agreement. The Hirer shall be liable for any costs incurred by Malmesbury Primary School, or any third party, resulting from any actions of any person organising or attending the function.
- 31) The Hirer consents to open source checks being carried out upon the organisation and its leaders in order to support the school in its discharge of duties to safeguard young people against the risk of exposure to any kind of extremist or radical views, opinions or materials. The hirer understands that School will not tolerate any prejudice, discrimination or extremist views, including derogatory language, displayed by any organization to which we let our school building or grounds. The hirer accepts that any such behaviour or promotion of such views will result in the matter being referred to the Prevent service of the Metropolitan Police and the let being ceased without notice.
- 32) Smoking is not permitted in the school buildings and grounds, in accordance with the Statutory Instrument 2006 No. 3368 The Smoke-free (Premises and Enforcement) Regulations 2006, which came into force in England from the 1" July 2007.
- 33) Use of the School Kitchen is not permitted. The kitchen will remain locked and is out of bounds to the Hirer.

