

*Individual Growth, Individual People'*

Head Teacher: Mrs M A Tyers



# Lettings Policy

## Reviewed December 2021

## **Introduction**

The Governing Body recognises the role of Newark Orchard School within the community and welcomes the use of the school's premises for a variety of community and leisure purposes.

Use of the school premises by the school or on behalf of the School (e.g. Friends) are not subject to the charging elements of this policy.

A copy of the Booking Conditions will be sent with the application form to the Hirer when the initial enquiry is made.

## **Categories of Lettings**

The use of the school premises is divided into the following three categories:

- i. Community and Leisure Learning (e.g. adult education)
- ii. Private
- iii. Commercial

## **Availability of Premises**

Designated areas within the school are available for hire unless required by the school.

## **Charges**

The Governing Body reserves the right to make a charge for the use of the school premises. The charge will vary according to the category of the letting and will be agreed prior to the letting.

## **Application Procedures**

a) Application forms, available from Newark Orchard School office, should be submitted to the school's Administration Office at least two weeks before the first day of the proposed letting. In the case of block bookings, four weeks' notice should be given. The person signing the application form will be considered as the Hirer. The Hirer will be required to return all three copies of the completed booking form to the school before a booking can be accepted. The booking acceptance will be confirmed by the return of one copy of the booking form to the Hirer.

b) All applications will be considered on their merits, taking into consideration the suitability of the activity. The Governing Body reserves the right to:

- refuse applications without giving a reason
- have a representative present at any function
- terminate any activity not properly conducted

c) Letting fees are reviewed annually by the Governing Body. When the letting has been confirmed, payment must be made to the school, prior to the use of the premises. In the case of a regular booking, payment will be required at the end of each term.

## **CONDITIONS OF USE**

### **Safeguarding**

The hirer must have appropriate safeguarding and child protection policies and procedures in place.

The Hirer should also ensure that:

- a) the ratio of adult instructors supervising children is appropriate
- b) The qualifications of those instructors are appropriate for the activity undertaken
- c) All adults in regulated activity with children have been subject to an enhanced DBS and Barred list check.
- d) The individual or organisation should also provide proof of their identity and this information should be photocopied / photographed and held on the school lettings file.

The Governors reserve the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons.

Activity participants should also ensure that they can access information of how to report any safeguarding concerns. This could be that the Designated Safeguarding Lead is contactable by phone to give advice or the MASH number is available for out of hours emergencies.

### **Security of the Premises**

Entrance to the school will be via the Out of Hours Entrance, which will be opened by the school at an agreed time unless otherwise agreed that the Out of Hours keys be made available to the Hirer. It will be the responsibility of the Hirer to ensure that the school premises are secure during the time they are in use, for example, ensure that the entrance is locked when all members of the group are inside. If they have an Out of Hours key then they must ensure that the school is fully secured after the letting and the alarm set.

### **Use of Facilities**

1) The Hirer will be responsible for the proper use of the school facilities (specialist equipment is not generally available, for example, projectors, TV and video equipment, cookers etc., unless special arrangements have been made) and must take all reasonable precautions to ensure that there is no damage to the fabric of the buildings, furniture and fittings, or school equipment. The Hirer will be responsible for making good any damage to the premises and property and/or will be paid for in full. Any precautions required to ensure the users' safety when using equipment are the responsibility of the Hirer. This includes, for example, the provision of information and training in the use of the equipment. In all cases, the Hirer must ensure that risks associated with the activity are properly controlled throughout the hire period and that the premises are returned to the control of the school in a clean and satisfactory condition. A Caretakers Check List will be completed at the end of every session to confirm the condition of the property.

2) All mains powered electrical equipment brought onto the premises must be safe and evidence may be required that it has a valid test and inspection certificate (the certificate should be less than one year old for earthed equipment, or less than 4 years old for double insulated equipment). Lower voltage equipment must also be safe and in good condition.

3) The Hirer must be advised that they cannot rely on the school's risk assessments for any activities carried out during the letting and must complete their own risk assessments, a copy of which must be held by the School.

4) Users should acquaint themselves with the Fire and Safety regulations and procedures relating to the area of the premises in use. It is the responsibility of the Hirer to provide first aid equipment and trained personnel. They must also carry out their own fire drills and organise their own fire procedure including appropriately trained Fire Wardens.

5) Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring.

6) The Hirer must use only that area of the building hired and must observe any instructions given by the School concerning the area available. Any furniture or equipment moved by the Hirer should be returned to its original position at the end of each session.

7) The Hirer is responsible for ensuring that good order is kept on the premises and within the immediate environment of the school, and that the premises are left in a clean and tidy condition.

8) The Hirer will be responsible for ensuring that the group has adequate insurance appropriate to the activities organised.

9) The school reserves the right to levy an additional charge to cover:

- Any additional cleaning that may be required after an event
- The cost of repair of damage to the school fabric or equipment
- The cost of replacement of any items of school equipment if uneconomical to repair

10) The Hirer will have access to the school telephone for emergency purposes only.

11) Express approval by the Governing Body is required if alcoholic drinks are to be sold or consumed on the premises. The selling of alcohol requires a licence and it is the responsibility of the Hirer to obtain the necessary licence from the Licensing Authority. Unconsumed liquor, bottles, cases, glasses and similar articles must be removed from the premises immediately after the function has ended.

12) Smoking is not permitted anywhere in the school premises nor school site.

13) Animals, other than Assistance Dogs, are not permitted anywhere on the school premises unless with prior agreed circumstances.

14) No combustible materials are to be used within the school, except with the express approval of the Governing Body.

15) The Hirer must not use, permit or allow rooms/site to be used for any extremist or terrorist activities or for the dissemination of extremist views or materials.

16) The Hirer must ensure that occupancy numbers are not exceeded, vehicles are parked in a safe manner and there is controlled access to unauthorized areas of the property.

#### **In the event of an incident, fire or near miss**

The school must ensure that County Council Incident Report forms are made available to the Hirer, who in turn, must ensure one is completed correctly and that an investigation is undertaken. A review of the risk assessment for the activity will be required. If the Hirer has produced a risk assessment then the hirer is responsible for undertaking the review and informing the school of any findings that may be relevant. School are NOT responsible for undertaking risk assessments for Hirer's activity.

#### **In the event of fire**

- The Hirer will call the Fire Service (if School staff are not present and supporting the activity)
- All users will evacuate the building via the nearest fire exit and proceed to the designated point.
- Users must not re-enter the building until the 'all clear' has been given. The Fire Service will give this.
- Fires must be reported using the County Council Incident Report form.

#### **Licences**

There are a variety of licences that may be required for different types of function. The onus is on the Hirer to ensure which are necessary, and must produce documentary evidence before the letting takes place. 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

- Alcohol
- Music, Singing and Dancing

### **Insurance**

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.

i) The Hirer shall indemnify the Local 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.

ii) The effect of i) 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.

### **Cancellations**

a) By the Hirer

Cancellations should be made in writing at least 24 hours before the proposed letting, otherwise the Hirer will still be liable for the standard charges. In the event of a cancellation being made at the appropriate time, the School will credit the Hirer for a free booking the following term, if applicable, or refund the fee if no further bookings are required.

b) By the School

If the School finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 24 hours and a refund will be made. The LA and the school will accept no liability in respect of commitments incurred by the Hirer due to such cancellations.

### **Review**

This policy will be reviewed bi-annually

### **Appendix A - Hourly Charges**

	<b>Community use</b>	<b>Personal use</b>	<b>Commercial use</b>
	<i>Weekday</i>	<i>Weekday</i>	<i>Weekday</i>
One room	£20	£30	£60
Each extra room	£10	£15	£30
Hall	£25	£35	£80
Hydrotherapy Pool	£35	£45	£85

A £40 weekend supplement will be levied on all categories of letting to cover the extra cost of caretaking/cleaning incurred by the School outside the standard School week.

**Note:**

Personal and Commercial lettings will require a deposit equivalent to 1 hour's charge to cover the eventuality that:

- Extra cleaning is required in order to return the hired area to a satisfactory state

Or

- Chargeable breakage(s) occur this money will be used to offset the cost of cleaning and/or repair. Any unused money will be returned to the Hirer.