



LETTINGS POLICY

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| Version | 5 |
| Date of latest version | November 2024 |
| Date to be reviewed | September 2027 |
| Changes: | |
| Documents for hire | |
| Charges | |

Ropley Church of England School follows the published guidance from Hampshire County Council Lettings Procedures. Please refer to Education Financial Services (EFS) Website for further guidance.

Policy Objectives

The Governors adopt and endorse the Hampshire County Council Educational Financial Service's Lettings & Services to the Community guidance and recognise the principles therein, namely:

- That school premises represent a significant capital investment and should be fully utilised
- That school premises are a valuable community resource
- That a profit margin would be welcome when derived from private or commercial usage but are not the objective when facilitating education activities by designated users.

Conditions of Hire

The Governors have adopted the standard Hampshire County Council terms and conditions of hire. These terms form Appendix 1 to this Policy Statement.

Administration of Lettings

General

The Governors recognise that it would be impossible for them to personally vet every applicant or organisation who applies to make use of the school premises. Accordingly they have delegated the authority to accept applications for hire to the Head Teacher and the Office Manager.

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. The Headteacher and/or Office Manager may deviate from the published charging rates in the interests of attracting business, remaining competitive with other local facilities hire charges and sustaining regular hire income.

Lettings Documentation

All formal hiring of the school premises, including those for which no charge is made, shall be properly documented. All hirers must complete an Application for the Hire of Facilities Form and are to receive a copy of the conditions of hire. The hire agreement is a contract which the governors may enforce at law. The school asks each regular user to present the following documentation with their application for hire:

- Copy of Public Liability Insurance (£10 million preferred - £5million minimum)
- Copy of Professional/Qualification Certificates
- Copy of DBS where relevant
- Risk Assessments (to be carried out by the school and also by the hirer).

Casual hirers fall under the school's risk assessment and are not required to have public liability insurance.

Longer term regular bookings may be subject to a Transfer of Control Agreement (TOCA) or a HOT agreement which will be arranged through HCC legal services.

Minimum charges and deposits

The minimum hire period will be one hour during school opening hours and two hours outside these hours.

Cancellations

The Hirer must give at least two weeks' notice of cancellation, except where Transfer of Control Agreements (TOCA) specify otherwise. The Governors will seek to recover any cost incurred by the school which are unavoidable and result directly from the cancellation of a letting or to impose a cancellation charge.

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 to be made via SCOPay for ADHOC hire or invoice for regular hire.

Safeguarding

The Governors are committed to ensuring the safety of everyone within the school premises and will make every effort to ensure that lettings are for bone fide reasons that fit the ethos of the school.

Tariffs

| | Per hour | Whole day |
|--|-----------------|------------------|
| Hall | £12 | £75 |
| Classroom/Garden Room/Library for peripatetic/after school provision to the benefit of pupils at Ropley Church of England Primary School | £6 | £30 |
| Classroom/Garden Room/Library | £15 | £70 |
| Playground, Muga & Field | £15 | £50 |

If the hire is for outside of term time, there is a fee of £30 for opening and closing.

In deciding whether or not to let the premises, the school will consider the likelihood of damage or nuisance that may be caused, or arise at any time as a result of the letting.

Responsibilities

The responsibilities of the School and the hirer on entering into a letting agreement are laid out below.

Responsibilities of the School

The School will:

1. Identify an appropriate room/area ensuring that it is open and ready for use at the beginning of the session.
2. Agree a system to facilitate communication with School staff if and when needed.
3. Report to Governors to inform them of activities and ensure that partner organisations are recognised and acknowledged by an approved body (where appropriate) and Public Liability Insurance and relevant qualifications are held on file in the school office.
4. Provide access to appropriate whole School policies including health and safety, child protection, accident/incident reporting and equal opportunities.
5. Consider all applications providing the hirers adhere to and are able to comply fully with the terms and conditions set out in this Policy and any documents referred to herein.

Responsibilities of the Hirer/Service Provider

Where the hirer is a service provider who is providing a service to the school, all services must be appropriately planned and delivered in advance to the Head Teacher.

1. As a general rule, resources needed must be provided by the Hirer.
2. Where school resources are to be used, (ie; first aid supplies, sanitiser, hand soap, etc) adequate notice and agreement by the Head Teacher must be given.
Replacement costs for school resources used by the hirer will be invoiced in addition to the room hire costs at a price agreed in advance.
3. Suitable and sufficient risk assessments must be undertaken for each activity and shared with the Head Teacher and/or School Office.
4. All participants must be adequately supervised during the session, encouraged to attend promptly, remain for the duration and leave the building promptly at the end.
5. **Young people must never be left unattended**
6. Parents/carers or an alternative agreed contact must be informed immediately if any young person leaves the session. Parents will be contacted when a child does not attend an after school activity without notice.
7. Staff and participants should be made fully aware of fire drill procedures and any other safety arrangements.
8. Service providers shall maintain relevant records which can be made available to the School including a register of attendance and record of activities per session.
9. The Hirer is required to hold details of emergency contacts and medical needs for each participant (where parental responsibility is being assumed by the hirer).
10. If any of the activity involves a trip off the school premises, a service provider must follow the local authority's guidelines.
11. Premises should be left in the condition in which they are provided and charges will be made for any damages or cleaning.

Staffing

Staff must be suitably qualified and experienced and have undergone a Disclosure and Barring Service (DBS) check (Enhanced Disclosure). No adult without DBS checks can be involved in any work with children.

Pastoral Issues in Relation to Children

In any situation where a service provider becomes aware of an issue which concerns a child's safety or wellbeing in relation to child protection issues, the service provider shall immediately inform the Head Teacher/DSL. In the absence of the Head Teacher, the Deputy Safeguarding Leads are Sam Kirby and Kayleigh Brown. In an emergency contact should be made immediately with Children's Social Care on 01329 225379 or the police on 999.

Staff must be aware that they cannot offer guaranteed or unconditional confidentiality. If a child discloses any information relating to their own safety or that of any other young person the Head Teacher/DSL must be informed immediately.

Insurance

A service provider is responsible for indemnifying against injury to their staff and participants, loss and damage to any property occurring as a result of these activities.

Environment

The School enjoys a good relationship with its neighbours and community. All hirers and visitors are expected and required to have due regard to the entitlement of neighbours to the enjoyment of privacy and quiet.

TERMS AND CONDITIONS OF HIRE AND USE

Acceptance

By completing and signing the application form, the hirer:

- Accepts and agrees to adhere to all aspects of the Letting Policy, including these Terms and Conditions.
- Accepts the responsibilities of the hirer as laid out above on behalf of their organisation or event.
- Accepts responsibility for ensuring that all attendees comply with all the Terms and Conditions contained within this Policy.

Care of Children

All children will be supervised at all times by their carers except where children are attending an organised group or care scheme. Where the latter applies, the group/care scheme will adhere to all regulations set out in the Child Act 1989 including those of registration with the relevant registered body.

Licences

Where necessary, any licences required for public dancing, entertainment or music must be strictly adhered to. It is the duty of the hirer to ensure they understand and are able to comply with all such regulations and requirements.

Damage

The hirer shall indemnify and keep indemnified the School and the 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 any fixtures or fittings that become unserviceable or unsuitable for use through damage caused by any person attending the function, whether deliberate or otherwise.

Property

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 of or damage to any property owned by any person or organisation using the premises. Security arrangements are the responsibility of the hirer.

Injury or Loss

It is the responsibility of the hirer to inform the Headteacher, in writing within 24 hours, of any person or persons sustaining injury or loss on the premises during the letting.

Alcoholic Drinks

No alcoholic drinks may be consumed or brought onto the premises unless written permission has been applied for and received from the Headteacher. Alcohol may not be sold unless a magistrate's licence has been applied for, granted and shown in advance to the Headteacher.

It is the hirer's responsibility to ensure that the consumption of alcohol is moderated.

Copyright and Confidentiality

The hirer shall respect any confidential information that they may have access to during the hire period.

The hirer shall indemnify and keep indemnified the School and the Governing body against any breach or infringement of copyright, in relation to the performance of material or delivery of any work in which copyright exists.

Alterations

No alterations to the premises may be erected without the written permission of the Headteacher. Any authorised alterations must comply with all health and safety regulations and must be removed at the expense of the hirer. Preparation and dismantling of any alteration must be done outside of school hours.

Furniture

Any movement of furniture must be undertaken by the hirer and is done so at the hirer's own risk. No furniture or apparatus is to be used without prior permission and all furniture must be returned to its proper place at the end of the hiring period.

End of Let

All lets must end at the designated time and the School premises vacated within 30 minutes of the end of the let. All music and/or other noise must cease promptly at the end of the period of the let.

Health and Safety

The hirer will comply with all health and safety requirements mandated by the School.

Behaviour

The hirer is responsible for the behaviour of all persons organising or attending the function and in particular on 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 resulting from any transactions or any person organising or attending the function.

Contact

A named contact person must be made known to the Head Teacher before the start of the event.

Attendance at the Event

Only personal guests or members of the private organisation hiring the School facilities may be admitted to a function. Anyone attending the function must obtain a ticket before the function, or a written invitation issued before the function takes place.

Maximum Numbers Attending

Health and safety considerations restrict the School hall to a maximum number of people. This must be agreed in advance of the letting.

Litter

No litter is to be left on the premises, and in particular no confetti or rice is to be thrown.

Smoking

Smoking, including the use of E-Cigarettes, is not permitted within any of the School buildings and grounds.

Additional Costs

It is the responsibility of the hirer to ensure the premises are left clean and tidy, in the same

condition in which they were found. This includes all outside areas as well as indoor areas. The hirer will be liable for any costs incurred by the School for cleaning, caretaking or other expenses as a result of the premises not being satisfactorily cleared after the letting.

Dogs

No dogs shall be admitted on the School premises (except registered guide dogs).

Contravention of Terms and Conditions

If any of the above terms and conditions are contravened, the Governing body reserves the right to cancel this and or future lettings, with no compensation or refund.

Cancellation

The Head Teacher must be notified of any cancellation at the earliest possible opportunity. Where notification of cancellation is received less than 2 weeks prior to the date of the let no refund will be given, at the discretion of the Head Teacher.

Cancellation by the School

The Governing body reserves the right to cancel any letting (whether confirmed or not) without prior notice and without compensation or refund if:

- It suspects that any of the terms and conditions of hire or use have been broken by the hirer, or any person organising any function or event.
- Any conditions of this Policy have been broken, or are likely to be broken, by any person attending any function or event, or connected with the function or event in any way.
- Any damage has been caused to the premises.
- Any breach of licensing conditions occur.

The Governing body also reserves the right to cancel any letting if:

- The premises are required by anybody or person having a statutory right to use them.
- The School is closed or becomes closed.

In the event of cancellation by the School, for the reasons defined above, any fees paid in respect of the letting will be refunded. The Governing body will endeavour to notify the hirer at the earliest possible opportunity, however, no guaranteed period of notice can be offered. Regardless of when notification is given to the hirer, the hirer will not be entitled to any compensation.

Please note the above conditions apply for cancellation of all or part of the letting.

Where the hirer makes a permanent cancellation during the course of a letting agreement, the Governing body reserves the right to determine whether any refund should be offered, and the amount thereof. No compensation will be available. The administration charge will still stand.