**WILLIAM LILLEY**

**INFANT AND NURSERY SCHOOL**



**LETTINGS POLICY**

**Autumn 2024**

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| **Governors’ Committee Responsible:**  | **General Purposes**  |
| **Date policy written:** | **April 2017** |
| **Date approved by Governors:** | **July 2017** |
| **Reviewed on:** | **9 July 2018** |
| **Reviewed on:** | **24 June 2019** |
| **Reviewed on:** | **17 March 2021** |
| **Reviewed on:**  | **23 November 2022** |
| **Reviewed on:**  | **21 November 2023** |
| **Reviewed on:**  | **10 December 2024** |
| **Next review date:**  | **Autumn 2025** |

**Scope**

This policy covers:

* School use of premises
* Conditions of hire
* Lettings fees

**Definitions**

*Lettings* arrangements concern the use of school premises, accommodation and facilities outside of the normal school day.

*School premises* consist of the site, play and other exterior areas of all buildings.

*School buildings* mean any buildings or any section of any building forming part of the school premises other than those used for providing meals for pupils attending the school.

**School philosophy and aims:**

* To have close links with the community.
* To manage school effectively and efficiently, providing good value for money.

Governors wish to maximise the use of school facilities for the local community whilst at the same time ensuring that there is no drain on school resources, either financial or human, in achieving this.

**School use of Premises**

School use of premises includes any activity initiated by the school. Such activities are those which relate to statutory educational provision which take place in the school and other school originated activities such as fund raising events, governors' meetings, parents' meetings, PTA organised events and staff meetings.

No lettings fee should be charged for use of the premises of the school for school activities. The cost of caretaker’s fees, electricity and premises costs will, in these circumstances, be met within the school budget.

There will be no regular weekend lettings.

**Safeguarding**

Before it is agreed to hire out the school facilities, the school will exercise its duty to ensure that those attending, including children, are safe. The school will ensure that the hirer has appropriate safeguarding and child protection policies and procedures in place and the applicant’s requirement to produce evidence of these will be a condition of use. Failure of the applicant to comply with these requirements could lead to the termination of the hire agreement.

**Free and subsidised lettings**

The school is not permitted to subsidise non-school activities out of its budget and overall school lettings must be self-financing.

**Charges**

The school Governors have reviewed and confirmed the charges below. The charges will take effect from 31 August 2022. The fees are reviewed annually as part of the budget setting cycle. The next review will take place in Autumn 2025.

**Monday to Friday**

* 2 hour session £30 (minimum charge)
* 3 hour session £40
* 4 hour session £50
* Whole day (9am – 5pm) £100
* An invoice shall be issued at the end of the term of the booking, or monthly, whichever is the soonest.
* Payment should be made by BACS transfer or by cheque payable to NCC William Lilley Infant & Nursery School.

**Damage**

Whilst normal wear and tear costs are included in the lettings fees charged, damage from misuse of equipment or the premises will be charged to the person named on the letting.

**Responsibilities**

**School Business Manager:**

To ensure that all booking forms are filled in and submitted correctly

To renew bookings annually

To make every effort to ensure that payments are made on time

To issue receipts for payments received

To refer debtors to the County Solicitor

To advise the headteacher if problems occur

**Caretaker:**

To ensure the security of the premises during and after lettings\*

To provide details of fire safety procedures

To collect cash from the lettee when necessary

To sign for monies received

To pass monies received to the School Business Manager within 24 hours

To assess risks to people or property

To inform the headteacher immediately of any such concerns

To report any incidents of vandalism or damage to the headteacher

**Headteacher:**

To verify the ratio of adult instructors supervising children, if appropriate

To verify the qualifications of instructors are appropriate for the activity undertaken, if appropriate

To ensure that all adults in regulated activity with children have been subject to an enhanced DVS and Barred list check

To seek proof of identity of the individual or organisation

To provide the hirer with information of how to report any safeguarding concerns

To authorise lettings

To receive advice from the Budget Manager and Caretaker

To monitor payments

To monitor wear and tear on the premises and equipment

To report to the General Purposes committee of the Governing Board at least annually

**Governing Board**

To monitor income each term

To receive reports from the headteacher on the implementation of this policy annually

To review all lettings annually

To monitor wear and tear and make risk assessments annually

\* Where the caretaker is unavailable, the headteacher will ensure a responsible person is delegated to ensure the security of the premises.

The school has systems in place to ensure the school is a safe environment for all pupils and staff, and actions are taken to address any concerns about children's safety and welfare. This includes measures to protect staff and pupils from extremist views that contradict fundamental British values. Any letting must not disseminate extremist views or seek to radicalise any person present, and any person suspected of such actions will be reported to the appropriate bodies.

**General Right to Cancel**

The school may cancel any hiring if in its opinion the organisation to which the premises are hired contravenes the School’s Equal Opportunities, Multicultural or other policies including the Prevent Duty.

**The premises shall not be hired to the following organisations:-**

a) The National Front

b) The New National Front

c) The British Constitutional Movement

d) The British Movement

e) The League of St. George

f) Column 88

g) The British Democratic Party

h) The British National Party

i) Any other Organisation which has racist aims.

**Cancellation by hirer**

As per the ‘Application for use of Premises’ (Form CC.110), Conditions of Hiring (point 16) states that *“In the event of the premises not being used after approval has been granted, the Applicant will be responsible for payment of the caretaker’s fee if written notification of cancellation is not received by the Head Teacher at least 24 hours before the approved time of letting”.*

**Conditions of Hire**

* The Hirer must ensure that activities are conducted under adult supervision in a manner unlikely to cause inconvenience to neighbouring property or to the public.
* The Hirer should carry out a risk assessment for the activities to be undertaken at the school and provide a copy to the Head Teacher.
* The Hirer must provide the Head Teacher with a copy of their Public Indemnity Insurance Certificate (usually insured up to £5m) before the booking is confirmed.
* Where the Hirer will be carrying out regulated activity with children, the Hirer must provide:
	+ Confirmation of the ratio of adult instructors supervising children;
	+ Evidence that the qualifications of instructors are appropriate for the activity undertaken;
	+ Evidence that all adults in regulated activity with children have been subject to an enhanced DBS and Barred List check;
	+ Proof of identity of the adults in regulated activity.
* For lettings where the general public are admitted, it is the responsibility of the organisers to appoint responsible persons to maintain order throughout the letting.
* 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.
* The Hirer should not allow the intake of alcohol at any event attended by school pupils.
* No smoking (including vapes/electronic cigarettes) is allowed on the premises or school site – Hirers must make this known to people attending any event.
* The Hirer shall meet the cost of making good all damage caused to premises or other property and shall indemnify the County Council from and against all costs, charges, claims and demands for injury, loss or damage to persons or property. It is advisable, therefore, that Hirers should take out insurance cover for the period of the letting. Any insurance documents should be shown to the Head Teacher.
* The Hirers must not remove or stand on school furniture and equipment or remove other fixtures and fittings.
* Notices may not be displayed on school premises without the prior approval of the Head Teacher.
* The County Council does not accept liability in respect of parked vehicles at the school site which are in any way connected with the letting.
* It is the responsibility of the Hirer to obtain and pay for any necessary licences required in connection with the letting.
* It is essential that all electrical equipment being used in any premises be connected to the mains electricity supply via an adaptor fitted with a residual current device which must be provided by the hirer. These units are designed to prevent electrocution if equipment is faulty or incorrectly wired. The unit must be tested before the mains supply is switched on in accordance with the manufacturer’s instructions.
* The order of priority for the use of school premises outside normal school hours is:

1. The school has first call on premises for specific school purposes.

2. Meetings convened by the Local Education Authority where reasonable notice is given.

3. Lettings.

* 10.00pm is the normal finishing time of an evening letting. Any extension is subject to the Governors' approval.
* In the event of a cancellation, the Head Teacher must be informed at least 24 hours before the commencement of the approved letting or the letting charges will be made.
* The Hirer may not sublet the letting of the school premises.
* Any proposed letting which may cause disturbance to local residents must be referred to the Local Education Officer for advice.
* No special preparation may be applied to floors; footwear likely to cause damage to floors is not permitted.
* The Caretaker may advise against the letting of playing fields on the grounds of over use or adverse ground conditions.
* The hirer must inform the caretaker or school representative of their arrival and departure.

**Car Parking**

Hirers should be aware that car parking is limited. If the car park is full then parking should be off-site. The hirer should ensure that there is no double parking and that no cars are blocked in.