

# **Thameside Primary School: Lettings Policy**

Approved by Governors: May 2023

Review date: September 2024

Updated: November 2023 with Appendix



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Policy reviewed by:	Vicki Lucas
Key Changes:	Page 5. Considering applications for lettings including new safeguarding requirements – para.s added
	Update Nov 2023: Appendix B added in line with KCSIE 2023 guidance and 'After- school clubs, community activities, and tuition safeguarding guidance for providers'. (Department of Education, 2023.)
	New annual review date of September so that safeguarding links in Appendix B will be in line with the correct academic year.



#### 1. Introduction

School representatives regard the school building and its grounds to be a community asset and has made parts of the school available to hire outside of normal school hours in effort to maximise the school's self-generated income. The purpose of this policy is to provide guidance to the hirer for the management of lettings at Thameside Primary.

#### 2. Definition of a letting

A letting may be defined as 'any use of the school building and/or its grounds by parties other than the school'. Parts of the school building may be hired in accordance with hire charges outlined in this policy. It is usual that hire of the school will only be agreed outside of the normal school day or during the school holiday periods.

#### 3. Priority for lettings

Lettings should be agreed and prioritised in the following order, with school lettings (for pupils and/or parents/carers with educational benefits) followed by Community lettings and then Commercial lettings. Those that promote gambling are not permitted. The school retains the right to refuse a letting request if the purpose of the let is deemed unsuitable or detrimental to the school's reputation or local community.

The school invites youth clubs, children's parties, holiday clubs and other community events to hire school facilities when the school is not in session. Community lettings may include but not limited to:

- Sports or drama-based clubs
- Youth organisations such as Beavers, Cubs, Scouts and Brownies
- Private child birthday parties
- Adult fitness or martial arts sessions
- Charitable community events

The school will also consider commercial lettings whereby local businesses, or the local authority may require use of the school facilities after school hours or during the school holidays. This may include:

- Emergency or planning meetings
- Electoral purposes such as serving as a Polling Station
- Corporate functions

Prior to agreeing to a community or commercial hire of the school facilities, the school shall consider first any requests made in respect of wider school activities and will give these requests full priority of use of the school grounds in the first instance. First priority will be awarded to any of the following that request use of the school facilities:

- Governing body meetings
- Extra-curricular activities for pupils of the school, organised by the school
- School performances
- Parents meetings
- PTA Meetings and PTA organised events

#### 4. Cost of lettings



The governing body is responsible for setting charges for the letting of the school premises. These charges will differ between 'type' of hire and the School Business Manager shall determine which group each application for letting belongs to as in the table below. The Headteacher has the authority to offer discounts or subsidies for lettings as they deem appropriate.

The school is constrained by law to add value added tax to all transactions where appropriate. Educational or non-profit making lettings would not usually be subject to VAT, however exceptions do apply and it is the responsibility of the School Business Manager to determine this when costing for individual lettings. A minimum hire period of 1 hour is to be charged and room hire should generally be charged in half hour periods up to the maximum number of hours detailed below.

The school will not proceed with any lettings unless the full hire charge is paid in advance. For regular weekly bookings, an invoice will be charged in monthly arrears.

The cost for items listed below will be covered by all lettings.

- Staff Premises overtime (additional costs if applicable will be invoiced)
- Heating and lighting (included in hourly rate)
- Administration costs (included in hourly rate)
- Additional cleaning (additional costs if applicable will be invoiced)
- Estimation of wear and tear incurred by the user (included in hourly rate)
- Damages and costs of repair (additional costs if applicable, invoiced separately)

#### Standard rates for lettings are as follows:

#### **Community Lettings**

Room Type	Capacity (Approx)	Hourly Rate (p/h)	
Initial Arrangement Fee	N/A	£10.00 (one off charge)	
School Hall/ Stage- one off e.g.	30	£30.00	
birthday parties			
School Hall/ Stage - Regular hire	30	£25.00	
charge e.g. repeat weekly hire			
Classroom	30 (based on children)	£30.00	
External Playground/field	200	£30.00	
Holiday Clubs	200	£2.50 per child. per day	

#### Commercial Private or Business Lettings

Room Type	Capacity	Hourly Rate (p/h)
Initial Arrangement Fee	N/A	£10.00 (one off charge)
School Hall/ Stage	100	£40.00 per hour
Classroom	30 (children)	£35.00 per hour
External Playground/field	200	£40.00 per hour

Charged VAT 20% (No VAT will be added if the purpose of let is educational or for charitable causes)



The same rates will apply during school holidays, however additional charges might be applied for overtime of staff to open and lock the building.

Equipment - use of school's equipment will also incur a cost. Details below:

Hot water urn will be charge, one off charge per hire £5.00

School silent disco equipment will be charged at £15.00 per hour.

School hall sound and projector will be charged at £5 per hour.

#### 5. Considering Applications for Letting

Hirers will complete an application form to hire the school facilities. A record of all enquiries will be retained for 6 months post letting. The School Business Manager will check availability and approve the letting considering:

- The priorities set out by governors and agreed by the school in this policy
- The availability of facilities and staff to open and lock the building at required times
- The schools equal opportunities policy
- The schools child protection policy
- The schools Health and Safety policy

**Suitability of Hirers:** When considering requests for lettings, due regard is to be given to the school's reputation and the manner if any in which the letting may reflect on the school. Lettings for political purposes, or those which are likely to give rise to inconvenience or offence to neighbouring residents, are to be refused. Authority to refuse individual lettings for reasons other than availability, is delegated to the head teacher. Hirers should consider noise levels and ensure this is kept to a minimum during evening hours.

**Cost and Resource implications:** Charges are reviewed annually to take account of rising costs relating to staff overtime for premises staff if called out, heating and lighting costs, administration costs, additional cleaning costs, possible wear and tear.

**Health and Safety:** Lettings are to comply with the same health and safety requirements as those which are applicable to school activities. Hirers (with exception of one off birthday parties) are required to provide the school with an up-to-date risk assessment for the intended use of the hire. An onsite induction to the facilities and appropriate use of the facilities will be given by a school representative to all hirers prior to hire commencing. The school will provide a Fire Safety Policy and briefing (detailed in Appendix) that must be read in advance of the hire and a signing in folder will be available in the hall for hirers on safety fire procedures.

**Safeguarding (if applicable):** The school is not responsible for safeguarding of children or ensuring the safety of vulnerable adults' whist onsite. The school recommend that hirers, have the relevant level of DBS clearance for all instructors. This is applicable where children may be present and/or where the activity is being held in the same vicinity as children present. The school is not responsible for conducting DBS checks or checking that satisfactory safeguarding checks have been completed for organised events run by hirers. The hirers themselves should make clear to attendees of their status of having DBS checks and there safeguarding procedures. From



September 2023, Schools have a responsibility to ensure that hirers of the school have appropriate safeguarding policies in place to protect children (and adults).

Where the Governing Body transfers control of use of school premises to bodies (such as sports clubs) to provide out of school hours' activities, we will ensure that these bodies have appropriate safeguarding and child protection policies and procedures, and that there are arrangements in place to link with the school on such matters. Such considerations will be made explicit in any contract or service level agreement with the bodies.

If the school receives an allegation relating to an incident where an individual or organisation was using the school premises for running an activity for children, the school follows our safeguarding policies and procedures and informs the local authority designated officer (LADO), as it would with any safeguarding allegation.

When out-of-school-setting providers use school premises for non-school activities, guidance on <u>keeping</u> <u>children safe in out-of-school settings</u> lists the safeguarding arrangements schools should expect these providers to have in place:-

#### Basic safeguarding checklist of requirements for all providers

#### Health and safety

- must consider the suitability and safety of the setting for employees and take steps to reduce any risks identified
- should have first aid training and/or a first aid kit to hand as well as awareness of what to do in an emergency (for example, call 999 if a child is having an asthma attack)
- must have a fire safety and evacuation plan
- should have more than one emergency contact number for each child, where reasonably possible, and know of any medical concerns or allergies

#### Safeguarding and child protection

To use the school premises, the hirer must fulfil the safeguarding requirements of the school. To do this the hirer must complete all sections of <u>Appendix B:</u> Safeguarding Agreement for Hire of Premises (Lettings)

#### The hirer:

- must have a safeguarding and child protection policy in place, including procedures for dealing with safeguarding incidents which are communicated to and understood by all staff members
- should have awareness of and training on the specific safeguarding issues that can put children or vulnerable adults at risk of harm (for example, abuse and neglect, peer-on-peer abuse, extremism and radicalisation)
- should have clear procedures on what to do if they have concerns about a staff member, volunteer or other adult who may pose a risk of harm to children
- should appoint a designated safeguarding lead (DSL), who has undertaken safeguarding and child protection training
- should provide parents with a named individual (such as the DSL) so they can raise safeguarding concerns, or if you are a lone provider provide the contact details of your local authority's children's services or the NSPCC helpline number
- should have contact details for the DSL and the local authority designated officer (LADO) and know the local referral route into children's social care



#### 6. Public Liability/ Indemnity Insurance

The school's public liability insurance cover is <u>only</u> available for school organised events, charities, private parties organised by individual persons or any organisation/association that is not a legal entity.

**Definition:** A legal entity is an individual (self-employed or organisation/business that has legal rights and duties related to contracts, agreements, payments, transactions, obligations, penalties and sues. For example. Liability/indemnity insurance is required for anyone who provides a professional service and could have claims brought against them by a client or user of services rendered. This includes:

- Sole traders, freelancers and contractors
- Limited companies and limited liability partnerships
- Anyone who provides expertise, skills or advice to clients

The school reserves to the right to request Public Liability Insurance (PLI) from the hirer for the cover of up to £5 million where it considers the company to be a legal entity. A copy of the PLI should be provided to the school prior to any letting taking effect. This will be held on file for the period of the booking.

The school's insurer will provide cover under the extension for Hirers Liability to any person or group of individuals who would not be expected to have their own Third-Party Liability Insurance such as friends getting together to play a sport or families hiring the premises for functions, for example birthday parties.

We can confirm that loss or damage to school property (buildings and content) will be covered by the school's insurance during the hire. However, the school's insurance excludes cover for theft or attempted theft by anyone lawfully on the premises.

During the hire suitable risk assessments covering all activities (other than those already covered by risk assessment) would need to be undertaken, recorded and adhered to.

# 7. Approval of Lettings

Lettings are to be approved by the School Business Manager. Once approved a letter of confirmation is sent to the applicant along with a copy of the schools' terms and conditions that should be signed and returned to the school prior to use. The person/company hiring the premises will be invoiced for the cost of the letting in accordance with the letting charging rates.

#### 8. Deposits and Settlement

Hirers will be invoiced in advance of the hire and payment must be received before the day or first day of the hire. Payments should be made to the school and paid via bank transfer to the school's main bank account. If bank transfer is not possible, a cheque for the full amount will be accepted.

Any fees that are not paid will result in cancellation of any remaining bookings and further booking requests will be denied. See cancellation paragraph for refunds on hire charges.



### 9. Charging Policy Review

The School Business Manager will review the Lettings Charges in conjunction with the Governing Finance and Staffing Committee annually before the new financial year. Any changes will be communicated to regular hirers to ascertain whether they wish to continue with their usual let.

#### 10. Cancellations

School events will take priority over lettings. However, the School will accommodate hirers whenever possible.

In the event that a letting has to be cancelled:

by the school - the Lettings Manager will inform the hirer in writing as soon as possible and, in any case, at least 3 days before the intended let (full refund will be offered);

by the hirer - for a single booking - the hirer must advise the school at least 3 days before the proposed Let (full refund will be offered). If in default of this the hirer will be liable for the set charge (no refund will be offered).

by the hirer - for termination of contract - 4 weeks written notice (full refund will be offered).

# 11. Security of the site before and after use of the let premises

Where the hire is restricted to the use of the school hall only, the responsibility for locking up the building will be that of the Hirer in accordance with the school's defined security procedures (these will be provided separately to the hirer by the School Business Manager and should be kept confidential.) The hirer is expected to agree and sign a declaration that they are agreeing to the terms of hire including setting the alarm and locking the site on exit. See separate security instructions. For private one off bookings, such as a birthday party, a school representative will unlock and lock up the building at agreed times.

Key holders issued keys for regular hires will be provided access keys to the hall/building as agreed. It is the responsibility of the hirer on the booking to be responsible for keeping keys and alarm codes safe and confidential to ensure the school is secure from non-authorised users.

V Lucas, May 2023



# APPENDIX A

# Fire Safety Policy & Agreement for Hire of Premises (Lettings)

# Introduction

As building usage becomes ever more flexible in response to the needs of the local community, so compliance with fire safety legislation becomes more important.

Fire legislation was requires a 'risk-based' approach; whereby the level of control measures required are determined by the level of risk of fire to persons and property.

The new legislation is quite explicit in that the Responsible Person (in this case the Lettings Manager/the school) is now liable to take all reasonable steps to ensure the safety of relevant persons at the premises. This Fire Safety Policy, (and associated documents in the folder), gather together all necessary information and guidance thus to reduce any significant risk of fire.

To achieve compliance, the following person has been given delegated authority to deal with fire safety matters in these premises: Vicki Lucas, School Business Manager (Lettings Manager)

For ease of use, (and updates), this Fire Log Book shall be in loose leaf format, e.g. A4 ring binder, kept up to date, and available for inspection by the Hirer and the Corporate Health and Safety Team, Property Services or the Enforcement Authority as required.

#### Purpose

The purpose of this logbook is to assist the person with delegated authority with co-ordinating in a single location, a fire safety management system that demonstrates compliance with current fire safety legislation.

#### Scope

This Fire Log Book provides for **mandatory** information for the lead Hirer to ensure the Hirer and any persons present during the hire are safe and know what to do in event of a Fire.

# **Employees Fire Instruction & Procedures**

In the event of fire, the safety of occupants depends heavily upon the ability of the Hirer to respond promptly; therefore all Hirers will be made aware of, instructed and trained to ensure that they understand the fire precautions applicable to the building and the action to be taken in the event of fire.

All occupants should be made aware of the school's evacuation procedures and be aware of fire exits and assembly points.

The Hirer is required to have a register of any persons present in the building during the period of the hire and all persons should be accounted for at the designated assembly point in the event of a fire.

Instructions will be given by the Hirer to other persons present during the hire on the evacuation routes out of



the building in use. A map of the building's fire routes and escapes is provided in this folder and signposted near the exits in the building.

Instruction by the Hirer will generally be expected to cover the emergency plan, including:-

- The action to be taken upon discovering a fire;
- The action to be taken upon hearing the fire alarm including arrangements for checking the premises to identify any persons remaining in the building;
- Raising the alarm and the location of alarm call points and alarm indicator panels;
- The correct method of calling the fire brigade. By use of a telephone within an area of the building (at the assembly point) which is not considered at risk or by use of a mobile phone etc;
- The location and use of firefighting equipment;
- Knowledge of escape routes;
- Appreciation of the importance of fire doors and of the need to close all doors at the time of a fire and on hearing the fire alarm;
- Arrangements to provide relevant information to the emergency services as they arrive including details of any persons who may be missing and the extent, location and nature of the fire.

At conspicuous positions in all parts of the premises printed notices will be exhibited stating, in concise terms, the essentials of the action to be taken upon discovering a fire and on hearing the alarm.

#### **FIRE PROCEDURES:**

#### If you have a FIRE during your hire

If anyone discovers fire or smoke, smells burning or suspects there is a fire (but not just an alarm activating) you are advised to raise the alarm by breaking the glass in the nearest fire alarm call point, exit the building via the nearest fire exit, and **dial 999**. The Fire and Rescue Service will make an immediate response while you are evacuating the premises of all persons. There should be someone nominated to meet the Fire and Rescue Service on arrival to inform the crew about the nature and location of the fire. In the first instance this would be the Hirer until such other time a person from the school is present.

Once the fire and rescue service have been notified, the Hirer should call the responsible person for the school: Vicki Lucas, School Business Manager (Lettings Manager) Tel: 07787 803251 or Sophie Greenaway, the Headteacher Tel: 07957 348 836 or Richard Harvey, Caretaker- 07498 762 232.

#### Premises with Automatic Fire Alarms during occupied periods:

When the automatic fire alarm is activated for any reason the following actions must be included in the premises emergency action plan:-

- All non-essential persons to be evacuated from the premises;
- A named nominated person 'The Hirer' to check the fire alarm panel to determine where the possible fire is located and carry out a sweep of the area to evacuate people and to determine if there is an actual fire or a false alarm;
- If the nominated person discovers fire or smoke, smells burning or suspects there is a fire they are to dial 999 and leave the building. The nominated person should await the arrival of the Fire and Rescue Service to provide relevant information as they arrive including details of any persons who may be missing and the extent, location and nature of the fire.



If the nominated person can find no evidence of a fire or smoke then do not call the Fire and Rescue Service. The fire service may still attend onsite. The Hirer should contact the responsible person for the school listed earlier.

When the Fire and Rescue Service have been called to attend site the fire alarm panel must not be reset until the all clear has been given.

The above procedures will apply even if the alarm is passed directly to the Fire and Rescue Service via an alarm receiving centre.

Warning: As the Fire and Rescue Service will not automatically respond to reports from alarm receiving centres during occupied periods (usually the usual school opening hours) it is essential if there is a fire or signs of a fire to call the Fire and Rescue Service via 999.

#### **During Unoccupied Periods:**

When the premises are unoccupied and the Fire and Rescue Service receive a 999 call from the Hirer or automatically via an alarm receiving centre an emergency attendance will be made. Whilst awaiting the attendance of the key holder 'the responsible person for the school' the Fire and Rescue Service will carry out an external check of the premises. If the key holder does not attend within 20 minutes to provide access, depending on a risk assessment at the scene, the Fire and Rescue Service entry to allow an internal search of the premises or return to their base station.

# Assembly points & Emergency Fire Vehicles Access (via next road along Elliot's Way)

The nearest assembly point will be at the front of the school across the road by Bristow Court on Harley Road.

If the route is blocked by fire to the front of entrance/exit of the school, you should assemble on the field in the school grounds. The code to open the large emergency gate adjacent to Elliot's Way on the field is 2 0 1 8.

This gate will also allow access for the fire service to bring their vehicles on site.

All persons should be accounted for during roll call and the names of anyone unaccounted for must be given the first attending fire officer.

#### **Checklist for Hirers**

- Look at the plan of the building in the folder and know where the fire exits are around the building.
- Look for your nearest call points to raise the alarm in the event of fire
- Know where your assembly points are and where the emergency access is on the field.
- Have a register of persons in the building and take with you to assembly point
- Have the school responsible person contact details available or saved in your phone.



# Section 2

# Useful Telephone Numbers.

# In an emergency dial (9) 999

Emergency Contact Number School Responsible Persons	Vicki Lucas, School Business Manager (Lettings Manager) Tel: 07787 803251 Sophie Greenaway, the Head teacher Tel: 07957 348 836. Richard Harvey, Caretaker- 07498 762 232
School Emergency Access Gate (on the field) for Emergency Vehicles to access site	2 0 1 8 (padlock)
Reading Borough Health and Safety Team	Mike Cooper Corporate Health & Safety Advisor Human Resources & Organisational Development Reading Borough Council 2nd Floor South, Civic Offices, Bridge Street, Reading, RG1 2LU Sarah direct: 07736382514
Reading Borough Emergency Planning Officer	Telephone: 0118 9372485 or 0118 9372519 Emergency Planning & Risk Management Officer 0118 937 2235 brett.dyson@reading.gov.uk



	Mobile: 07703 223222
Local Police Non Emergency	Telephone: 101
Local Hospital	Royal Berkshire Hospital London Road, Reading RG1 5AN Telephone: 0118 322 5111
	Royal Berkshire Fire and Rescue Newsham Court Pincents Kiln Reading Berkshire RG31 7SD
Royal Berkshire Fire and Rescue Service	Reception Opening Times: Monday to Friday 09.00 -17.00
	<u>0118 945 2888</u>
	reception@rbfrs.co.uk
	In an Emergency Call: 999



Section 3

# <u>Site Map</u>

The premises Site Plan will show:

- Essential structural features such as the layout of the building, escape routes, doorways, walls, partitions, corridors, stairways etc (including any fire-resisting structure and self-closing fire doors provided to protect the means of escape);
- Location of heat and smoke detectors;
- Location of emergency lighting;
- Means for fighting fire (details of the number, type and location of the fire fighting equipment e.g. fire extinguishers);
- The location of manually operated fire alarm call points and control equipment for the fire alarm and sounders;
- The location of any emergency lighting equipment and any exit route signs;
- The location of any automatic fire-fighting system and sprinkler control valve;
- The location of the main electrical supply switch, the main water shut-off valve and, where appropriate, the main gas or oil shut-off valve;
- The location of any hazardous or flammable substances or pressurised containers (e.g. oxygen cylinders);
- Siting and marking of external fire assembly points.



Hirer's should sign the log to say they have read the Fire Safety Instructions:

Name 'The Hirer'	Signature	Date	Type of Letting (e.g. Karate)



# APPENDIX B

# Safeguarding Agreement for Hire of Premises (Lettings)

The school is committed to safeguarding and promoting the welfare of children and expects that <u>all</u> hirers or our premises share this commitment.

Keeping Children Safe in Education says that when schools hire their premises to organisations that work with children, they should check that the guidance in 'After-school clubs, community activities and tuition: safeguarding guidance for providers' (KCSIE, paragraphs 166 and 167 (DfE, September 2023)) is being followed.

This guidance has been used by the school to draw up our 'Safeguarding Agreement for Hirers'.

Hirers must sign our Safeguarding Agreement to prove their commitment to promoting the welfare or any child or vulnerable adult.

#### Safeguarding Agreement for Hirers 2023-24: <u>https://forms.gle/9sBUgdXdbyq3usdN9</u>

Hirers must also agree to alert Thameside Primary School to any referrals they have to make to the local authority designated officer or to children's social care about children, adults or vulnerable adults i.e. any disclosure or allegation of harm which links to the use of our premises. Hirers will use the 'Safeguarding Incident Form' link below to make the school aware of any incidents relating to any child or adult on our premises (the child does not need to attend our school for you to use this form).

# School Safeguarding Incident Form for Hirers: <u>https://forms.gle/1T7ZM5GzAm5o5Quv9</u>

# Key documents that hirers must read:

KCSIE 2023: https://www.gov.uk/government/publications/keeping-children-safe-in-education--2

After-school clubs, community activities, and tuition Safeguarding guidance for providers (Department of Education, 2023.) Click here for: Summary of this DfE guidance

#### Key safeguarding contact information for hirers:

Thameside DSL: <u>head@thameside.reading.sch.uk</u>

Children's social care:

cspoa@brighterfuturesforchildren.org

#### 0118 937 3641 (Option 1) or EDS out of hours emergency telephone: 01344 351 999

LADO:

- <u>0118 937 2684</u>
- <u>LADO@brighterfuturesforchildren.org</u>