

# Lettings Policy

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Agreed by Governors	Autumn 2022
Date for Review	Autumn 2023

# LETTINGS POLICY

## **Introduction**

The Governors recognise the value of making Westfield Infant School available for hiring where possible, provided that any hiring is not detrimental to the school or its pupils. The purpose of this policy is to ensure that any group or person hiring the school does so in a manner that is safe and acceptable. This policy and the subsequent hiring process will follow the advice provided in the LCC Children & Young People's Service Memorandum No. 17: Hiring and Community Use of Premises. All hiring will be at the discretion of the Governing Board or its representatives who may refuse a hiring if they consider it is in the interests of the school to do so.

## **Responsibilities**

The Governing Board will:

- Delegate the responsibility to the Headteacher to decide whether the attendance of the Premises Officer is required at a hiring, taking into account issues like health and safety, security and the nature of the activity.
- Set the scale of charges with advice taken from the above memorandum but reserve the right to charge fees outside of this scale for commercial events if it considers it appropriate, in line with other similar venues in the locality.
- Provide any hirer with full information, an application form and an up-to-date list of charges.
- Ensure that hirers are aware of their responsibilities, e.g. emergency procedures, child protection, health and safety, etc.
- Review the hiring policy and charges annually and make any changes as necessary.
- Not allow the hiring of premises to any organisation which may have racist objectives or policies.
- Not allow the hiring of premises to any organisation that goes against the ethos and standards of the school.
- Have relevant monitoring and evaluation procedures in place to ensure the policy works effectively.
- Require hirers to renew their indemnity to hire forms on an annual basis.

## **Health and Safety Information to Hirers**

The school will ensure that hirers are informed about the following health and safety issues that will become their responsibility during the hire period.

1. We will supply you with a generic risk assessment for the facilities you have hired, however it is your responsibility to amend these risk assessments, to take into account the activities you and your participants are undertaking. You should submit a copy of your amended risk assessments with your hire form.
2. We will expect you to tour the premises prior to our final agreement to hire the facilities. During this visit we will familiarise you with the following:
  - Fire alarm points. (Use these to sound the alarm if necessary – this will automatically alert the emergency services and start the continuous fire alarm. You should also make a phone call to the emergency services in case the automatic system fails).
  - Fire evacuation procedures, routes and assembly points.
  - Location of a telephone. Please note in the event of a power cut you will need to contact the emergency services from a pay phone or your own mobile phone.

- Contact details for the Premises Officer.
  - Location of the first aid kit. If used please inform our Premises Officer so items can be replenished.
  - Toilet access.
  - Drinking water access.
  - Access and egress and security systems
3. In accordance with Westfield Infant School's fire evacuation plan you will be required to:
- Keep a register of people in the building and people that leave early.
  - Familiarise all participants with the position of the phone, fire alarm, fire evacuation routes, and fire evacuation point.
  - Ensure you have made specific arrangements to evacuate wheel chair users from the building or to the fire refuge point.
  - You are advised to carry out a practice evacuation of the premises to highlight any causes of concern.
4. Whilst we will endeavour to maintain the building and equipment to very high standards, if you have cause for concern about the state of the building or equipment, please ensure you report it immediately to our Premises Officer so that the issue(s) can be rectified as soon as possible. Should you or any of your participants be involved in an accident on site you must inform the Premises Officer who may require you and/or your participants to complete an accident form.

#### **Links with other policies**

This policy has links with the following policies: Health and Safety; Accessibility; Financial Regulations; and Use of School Premises.

#### **Review**

This policy will be reviewed annually.

Adopted by the Governing Board and Signed by  
Chair of Governors

Date 23.11.22

**APPLICATION TO HIRE PREMISES**

School name: **Westfield Infant School**

Name of applicant: .....

Address: .....

Telephone: (day) ..... (evening) .....

If applying on behalf of an organisation state:

Name of organisation: .....

Position of hirer: .....

Object / aims of organisation: .....

Purpose for which premises are required: .....

I wish to apply to hire the premises as detailed in the schedule below for the purpose shown above, and in consideration of the hiring being granted I undertake on behalf of myself and of the organisation I represent to observe the conditions of hire and indemnify the Leicestershire County Council and the Governing Board of Westfield Infant School, as set out in the Indemnity and Conditions of Hire for School Premises annexed hereto, a copy of which has been supplied to me.

Signed: .....

Name: ..... Date: .....

Schedule of accommodation required						For school use	
Date	Large hall	Classrooms	Playground	Time of letting From To		Hours	Amount payable

**Receipt of payment**

Name of hirer: .....

Date of letting: ..... Cost of letting: .....

Payment received:

Signed: ..... Date: .....

Plus VAT @ 20%

Total:

**Health and Safety Information – Confirmation Form**

Please complete the form below and return it with your hire forms, amended risk assessments and insurance forms.

Name of organisation: .....

Name of person in charge: .....

Address:.....

.....

.....

Telephone number: .....

Mobile: .....

Email Address: .....

No.	Issue/Items	Tick to indicate you have received information and/or instruction about these issues/items
1	Facilities risk assessments	
2	Fire alarm points	
3	Fire evacuation procedure	
4	Evacuation routes	
5	Assembly point	
6	Location of a telephone	
7	Contact details for the Premises Officer	
8	Location of the first aid kit	
9	Toilet access	
10	Drinking water access	
11	Access and egress and security systems	
12	Information about the requirements of the fire evacuation plan	
13	Information about reporting damaged or faulty building infrastructure or equipment	
14	Information about reporting accidents	

I have been made fully aware of my health and safety responsibilities for the hire of the facilities at Westfield Infant School.

Signature of person in charge: .....

Name: ..... Date: .....

Westfield Infant School

**INDEMNITY AND CONDITIONS OF HIRE FOR SCHOOL PREMISES**

1. The Hirer shall be responsible for obtaining any licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Ltd, the Copyright Licensing Agency and all other similar bodies in connection with the hiring, and the Hirer shall indemnify the Governing Board against the consequences of the Hirer's failure to do so.
2. The hiring fee or any balance is to be paid not less than 28 days before the hiring is to take place. Payment should be made by BACS or by a cheque made payable to Westfield Infant School. If payment is not made by the due date or if any of the conditions for hire is not complied with then the Governing Board reserve the right to cancel the hiring.
3. During the period of hiring, the Hirer shall be responsible for all damages, losses, claims and costs arising out of their use of the premises, and shall indemnify the Governing Board from and against any expense, liability, loss, claim or proceedings, including claims for personal injury to, or the death of, any person whatsoever arising out of the course of, or caused as a result of, the hiring, except where due to the negligence of the County Council or the Governing Board, or their respective servants or agents.
4. The Governing Board may cancel any hiring if, in their opinion, the organisation to, or on behalf of, which the premises are hired has racist aims or policies, regardless of the stated reason for the hiring of the premises. In such an event the Governing Board shall not incur any liability to the Hirer whatsoever, other than to return any hiring fee paid by the Hirer in respect of such cancelled hiring.
5. If the Hirer cancels the hiring of the premises for any of the dates specified in the Application to Hire form or Booking Confirmation form, then the Governing Board will be entitled to retain the whole of the hiring fee paid in respect of the cancelled hiring, provided always that, if notice of the cancellation of a hiring is received by the Governing Board at least 14 days before the date of the hiring, then the Governing Board may, at their absolute discretion, repay to the Hirer an amount not exceeding 90% of the hiring fee.
6. The Hirer is required to have Public Liability Insurance in place for the use of any Westfield Infant School premises.

[ ] I / we have Public Liability Insurance

***By ticking the box above, the Hirer acknowledges that they hold Public Liability Insurance through a reputable provider and a copy of their insurance certificate will be provided to the Governing Board. Once a copy has been received ONLY then will the additional fee be waived.***

7. The Hirer agrees that if the provision of this hiring is or becomes illegal or invalid, it shall not affect the legality and validity of the other provisions and that if the Governing Board choose not to enforce any provision this will not constitute a waiver of their right to do so in future.
8. In order to comply in full with the following conditions and with the Special Conditions in Clause 9 below (if any):

- a. The Hirer shall ensure that the number of persons attending their hiring / function is reasonable having regard to the intended use and type of persons likely to attend, and in any event is within the maximum limits determined by the fire risk or health and safety assessment for the premises
- b. The Hirer acknowledges that they have been supplied with Health and Safety information for the premises to be hired, and that as responsible they must carry out their own fire risk assessment for the premises hired and provide the Governing Board with a copy
- c. No preparation is to be applied to the floors of the premises, and any spillages or any damage to the premises, or injury to any person occurring during the course of the hiring, must be reported to the Premises Officer / school as soon as possible. Any accident or injury must be recorded and the Hirer shall co-operate fully and assist the Governing Board in that connection
- d. There must be no interference with school equipment during the hiring and any furniture moved must be replaced, and the premises must be left in a clean and tidy condition and clear of all rubbish. Interference with any fixed installation or the removal of any fire or safety notices or equipment is not permitted
- e. No adjustment or interference with central heating system is allowed
- f. The premises shall be vacated at the end of the hiring time specified in the Application to Hire form or Booking Confirmation form, or at such later time as may be permitted by the Governing Board.

9. Special Conditions applicable to the hiring:

*(add as necessary)* .....

10. Public (regulated) entertainment shall not take place on the premises nor shall intoxicants be brought on to the premises, whether for sale or otherwise, without the prior written approval of the Governing Board, which may be given subject to the following conditions:

- a. The consumption of alcohol without sale may be permitted subject to the Governing Board being satisfied that excessive quantities of alcohol will not be made available
- b. The use of the premises for the sale of alcohol and for various types of public entertainment is subject to the Licensing Act 2003. If the sale of alcohol and/or the provision of any regulated entertainment is proposed to take place on the premises then it must be under the authority of a Premises Licence granted by the District or Borough Council. Such a licence may already be in force for the premises and for the purpose of the hiring, but otherwise a Temporary Event Notice must be given, as provided by the Act
- c. Where the sale of alcohol is intended then the control of the premises and the sale of the alcohol must take place under the authority of a Personal Licence Holder.

## **EQUALITY ACT 2010**

On 1<sup>st</sup> October, 2010, nearly all parts of the discrimination legislation were repealed and replaced by the provisions of the Equality Act 2010. In the main, this Act mirrors the provisions of the previous legislation; however, in some instances the duties created are wider than before. Therefore care needs to be given to ensure that the provisions of the Equality Act are being complied with.

### **Rights of access to non-educational services**

The Equality Act states that service providers must not discriminate against people with disabilities by

- Refusing to provide or deliberately not providing any service which is provided to other members of the public (or a section of the public)
- Providing a lower standard of service
- Offering a service on less favourable terms, by terminating the provision of the service or by subjecting them to other detriment
- Failing to make adjustments to any practice, policy or procedure which makes it impossible or unreasonably difficult for disabled persons to make use of the services
- Failing to make adjustments to a physical feature (e.g. one arising from the design or construction of a building or the approach or access to premises) which makes it impossible or unreasonably difficult for disabled persons to make use of a service
- Refusing to give any hiring or permission to occupy premises to disabled persons
- Making any such arrangements on terms which are discriminatory

The legislation also places restrictions on the above matters where any action or omission is deemed to be harassment or victimisation. Where a public function is being exercised that is not the provision of a service to the public or a section of the public you must not do anything that constitutes discrimination, harassment or victimisation.

### **Provision of non-educational services**

The provision of non-educational services is covered by the new requirements and the following activities should generally be regarded as non-educational for the purposes of the Equality Act 2010, and complying with Part 3 as to the provision of services:

- Governors' meeting with parents
- Evening classes, parents' evenings
- Admission and exclusion appeal hearings
- Fundraising events organised by the PTA
- Use of school sports facilities by the local community
- Hiring of the school accommodation to members of the public
- Leisure time activities for children or adults without any element of any educational development

Responsibility for complying with the rights of access rests with the service provider. In the case of hirings this could be

- The Governing Board
- The Local Authority
- The Parent Teacher Association
- A local club or association which has hired premises from the school



## **The SEN and Disability Act 2001**

The SEN and Disability Act 2001 came into force from September 2002 and in essence extended the requirements of the Disability Discrimination Act to pupils coming into schools for educational reasons. Such pupils had previously been excluded from the requirements of the Disability Discrimination Act. The Act placed two key duties on schools in the provision of education. The first one was to prepare and develop an Accessibility Plan, renewable every three years. This is required to address three distinct elements of planned improvements in access for people with disabilities which cover the environment, the curriculum and the provision of information. The second is a duty not to discriminate in the provision of education or educational services unless there are no reasonable measures which can be taken to avoid that discrimination.

As stated above, as of 1<sup>st</sup> October, 2010, the majority of the Disability Discrimination Act (including the amendments introduced by the SEN and Disability Act) and the other discrimination legislation was replaced by the Equality Act 2010; however, the duties created by previous legislation, both those set out above and elsewhere within the discrimination legislation, still continue in the Equality Act.

The Equality Act goes further than this and places a duty not to discriminate, harass or victimise in relation to the access of a benefit, facility or service. It also continues the previous obligations to make reasonable adjustments in relation to a person with disabilities.

The Equality Act covers all of the different strands of discrimination that were previously set out in legislation and provides protection from discrimination on the grounds of sex, race, sexual orientation, disability, religion or belief, age, gender reassignment, and marriage and civil partnership. Whilst disability may be the most usual heading that will arise in relation to the hiring and community use of premises, consideration should be given to all of these areas of discrimination.

## APPENDIX 5

Hire of school premises: Recommended scale of charges (Administrative Memorandum No 17 – revised October 2016)					
	Premises	Caretaking		Heating / Lighting	Admin
		Attended	Unattended		
<b>TABLE I – UP TO 4 HOURS FINISHING BEFORE 10PM</b>					
Large Hall (in excess of 3,000 sq. ft.)	21.46	30.23	20.15	30.23	6.61
Hall, Gym	10.68	Flat Rate Charge	Flat Rate Charge	15.09	Flat Rate Charge
Single classrooms	5.44			7.55	
Additional classroom	5.11			7.55	
Playground only	0			0	
<b>TABLE II – WEEKDAYS – UP TO 2 HOURS FINISHING AFTER 10PM</b>					
Large Hall (in excess of 3,000 sq. ft.)	10.79	30.23	20.15	15.09	6.61
Hall, Gym	5.31	Flat Rate Charge	Flat Rate Charge	7.55	Flat Rate Charge
Single classrooms	2.71			3.69	
Additional classroom	2.58			3.69	
Playground only	0				
<b>TABLE III – SATURDAYS – UP TO 4 HOURS FINISHING BEFORE 10PM</b>					
Large Hall (in excess of 3,000 sq. ft.)	21.08	45.33	30.23	30.23	6.61
Hall, Gym	10.68	Flat Rate Charge	Flat Rate Charge	15.09	Flat Rate Charge
Single classrooms	5.44			7.55	
Additional classroom	5.11			7.55	
Playground only	0			0	
<b>TABLE IV – SATURDAYS – UP TO 2 HOURS AFTER 10PM</b>					
Large Hall (in excess of 3,000 sq. ft.)	10.79	30.23	20.15	15.09	6.61
Hall, Gym	5.31	Flat Rate Charge	Flat Rate Charge	7.55	Flat Rate Charge
Single classrooms	2.71			3.69	
Additional classroom	2.58			3.69	
Playground only	0			0	
<b>TABLE V – SUNDAYS – UP TO 2 HOURS</b>					
Large Hall (in excess of 3,000 sq. ft.)	10.79	30.23	20.15	15.09	6.61
Hall, Gym	5.31	Flat Rate Charge	Flat Rate Charge	7.55	Flat Rate Charge
Single classrooms	2.71			3.69	
Additional classroom	2.58			3.69	
Playground only	0			0	
<b>TABLE VI – WEEKDAY RATES – FULL DAY, FINISHING BEFORE 10PM, PER 4 HOUR BLOCK</b>					
Large Hall (in excess of 3,000 sq. ft.)	17.60	30.23	20.15	30.23	6.61
Hall, Gym	10.68	Flat Rate Charge	Flat Rate Charge	15.09	Flat Rate Charge
Single classrooms	5.44			7.55	
Additional classroom	5.00			7.55	
Playground only	0			0	

Liabile to current rate of VAT at 20%