

## Premises Letting Policy

Policy approved by Governors:

July 2024

**Executive Headteacher   Mrs Rachel West**

### **Rationale**

The Governing Body of The Oak Tree Federation regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible, and is keen to see that the premises are used for the benefit of the whole local community. The education of children is the prime purpose of our school; however, we believe education is a lifelong process which should be open and accessible to all.

### **Purpose:**

The school's delegated budget (which is provided for the education of its pupils) will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the actual cost to the school of any use of the premises by an outside organisation must be reimbursed to the school's budget share.

However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

### **Guidelines**

#### **1. Responsibilities:**

Overall control of the use of the school premises during and out of normal school hours is by the governing body. The governing body should ensure that any other organisation providing activities or services on the school site have appropriate safeguarding and child protection policies and procedures in place where appropriate i.e. for regulated activity. Where a third party is responsible for running services on the school site, there should be clear lines of accountability and written agreements setting out the responsibility for carrying out the recruitment and vetting checks on staff and volunteers (*Safeguarding Children and Safer Recruitment in Education*, DES 2006).

It is the responsibility of the School Business Manager, in conjunction as necessary with the Senior Designated Member of Staff for Safeguarding, to ensure that organisations wishing to let and/or use the school's facilities provide suitable documentation and written agreements to evidence that they are able to meet their obligations with respect to safeguarding and promoting the welfare of any children for whom the organisation takes responsibility; and therefore to meet the requirements of the governing body.

To fulfil their commitment to safeguard and promote the welfare of our children, all organisations that use our facilities for regulated activity (or work with our children) must have:

- Clear priorities for safeguarding and promoting the welfare of children, explicitly stated in their Safeguarding and Recruitment Policies which they should produce when asked to do so by the School;
- A clear commitment by the organisation's leaders to the importance of safeguarding and promoting children's welfare;
- A clear line of accountability and defined roles and responsibilities within the organisation for safeguarding and promoting the welfare of children;
- 'Safer recruitment' procedures, where appropriate, that take account of the need to safeguard and promote the welfare of children and young people, including arrangements for appropriate recruitment checks on new staff and volunteers as defined by law;
- Safe working practice guidance which staff/volunteers have read and understood;
- Procedures for dealing with allegations of abuse against members of staff and volunteers, where children may be involved in a group, including a named person to whom allegations and concerns are reported;
- Arrangements to ensure that all staff and volunteers undertake appropriate training to equip them to carry out their responsibilities effectively and that all staff and volunteers, including temporary staff and volunteers who work with children, are made aware of The Oak Tree Federation's arrangements for safeguarding and promoting the welfare of children and their responsibilities;
- Arrangements to work effectively with other organisations, where appropriate, to safeguard and promote the welfare of children, including arrangements for sharing information;
- Appropriate whistle-blowing procedures, and a culture that enables issues about safeguarding and promoting the welfare of children to be addressed.

*Normally, external lets are not permitted before 4pm on any school day. Sample safeguarding policies can be provided to organisations on request. The above stipulations also apply to regulated activity with vulnerable adults. Volunteers/ organisations using the school site or facilities before 6pm are subject to the school's safe recruitment procedures and as such enhanced Disclosure and Barring Service (DBS) checks will be required for all persons; these details are required to be noted on the school's single list.*

## **2. General Conditions and Administration**

2.1 Applications for the use of school premises must be made to the Executive Headteacher, and responsibility or their approval rests with the School Governors. The person signing the application will be deemed to be the Hirer, and must accept responsibility for ensuring compliance with these conditions. No letting should be regarded as "booked" until approval has been given in writing. No

public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

## THE HIRER MUST COMPLY WITH THE LAW OF THE LAND

2.2 Hirers will be informed in writing, at the time the application is approved, of the charge for the use of the facilities required. Documentation will set out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement. The letting should not take place until the signed agreement has been returned to the school.

Payment will be made in advance, at the time when letting is confirmed. If there is damage, or the need for caretakers/cleaners to work longer than expected after the letting, the Hirer will pay any subsequent account sent to him.

2.3 The school reserves the right to cancel any letting if the accommodation is required for urgent official or academic business. In these circumstances, the Hirer will be reimbursed his hiring fee.

2.4 Any intention on the part of the Hirer to cancel a letting must be notified to the Head of the School at least 24 hours before the letting is due to take place. In the event of the Hirer failing to give at least 24 hours' notice, no reimbursement of hiring fee will be made and if preparatory works have already been undertaken the Hirer will bear the actual costs incurred.

2.5 The school Caretaker is normally expected to prepare for lettings, to do any necessary cleaning afterwards, and where the school require, to be in attendance throughout the course of the letting. No payment should be made direct to the Caretaker, since he/she will be paid by the School. This can be delegated to the lettings officer

2.6 No structural alterations to school premises, fixtures or fittings will be permitted and notices must be fixed only to the boards provided for such use.

2.7 (a) The Hirer is responsible for providing supervision during the course of the letting and must satisfy the Head Teacher that the arrangements being made are adequate.

(b) The Hirer or his accredited representative must be in attendance at all times and must accept responsibility for any damage caused to the school grounds, playing fields, buildings, fixtures, fittings, furniture and equipment resulting from the letting. Every precaution must be taken to avoid such damage, and the Hirer will be required to meet the cost of making good any damage, however caused.

2.8 Hirers are responsible for arranging their own insurance for

- personal accidents;
- third party claims;
- any loss or damage to the school grounds, playing fields, buildings, fixtures, fittings, furniture and equipment resulting from the letting.

2.9 If it is intended to organise a public performance or entertainment, or performance of music, singing or dancing to which members of the public are admitted, Hirers are advised to consult the Head Teacher in advance to ensure that the school premises are adequately licensed for the purpose before submitting a firm application.

- 2.10 Footwear which is likely to cause damage to school floors must not be worn. French chalk or its equivalent must not be put down when the hall is used for dancing.
- 2.11 Members of the public must not be admitted to the school premises after 10.00pm.
- 2.12 Alcoholic liquor must not be sold or consumed on the school premises unless specific approval has been given by the School Governors. If approval is given to the sale or consumption of alcoholic liquor, the responsibility for obtaining the necessary licence rests upon the Hirer.
- 2.13 School premises must be left clean and tidy after use.
- 2.14 Smoking is not allowed in any part of the School during the period of a let.
- 2.15 School Equipment: This can only be used if requested on the initial application form, and if its use is approved by the Head Teacher. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.
- 2.16 Car Parking Facilities: Subject to availability, these may be used by the Hirer and other adults involved in the letting.
- 2.17 Toilet Facilities: Access to the school's toilet facilities is included as part of the hire arrangements.
- 2.18: Opening & Closing Procedures

The Executive Head Teacher will be responsible for the authorisation of staff to open and close the school for Hall Lettings. Unless requested, or in exceptional circumstances, the school will open 15 minutes before and after the allocated booked hours for the letting. At no point, must the persons responsible for the Hall Lettings undertake additional work within the school that they might otherwise receive payment for within their normal working contracted hours.

### **3.0 Additional Conditions governing the letting of School Playing Fields and Playgrounds.**

- 3.1 If there is any doubt as to the fitness of the ground the Hirer must consult the Head Teacher who will make the final decision as to whether the ground may be used, before the letting is due to take place, any letting charge already paid will be refunded, and any account due will be cancelled.
- 3.2 Hirers must be responsible for ensuring that everyone taking part in the lettings involved in the school playing fields and playgrounds, and all spectators, are properly and adequately supervised.
- 3.2 Casual spectators not connected with the letting must not be admitted.
- 3.3 Stakes or the like must not be driven into the ground, unless permission has been specifically given.
- 3.4 Vehicles must not be driven over or parked upon the playing field at any time. Vehicles must not be parked upon playgrounds unless permission has been specifically given.
- 3.5 Bonfires must not be lit.
- 3.6 Animals must not be allowed on school premises except guides dogs or similar without permission from the head teacher.
- 3.7 No marking out of pitches may be done except by the authorised ground staff unless permission has been specifically given.
- 3.8 Playgrounds and playing fields must be left in a clean and tidy condition after use.

3.9 Any loudspeakers must be moderated so as not to cause a nuisance.

3.10 Spiked boots / shoes must not be worn on any synthetic playing surface.

The Head must be consulted in advance if there is any doubt about the interpretation of the above conditions.

#### **4. Fire Precautions**

4.1 The Hirer, or a responsible person nominated by him in writing, shall be in charge of and be upon the hired part of the premises during the whole time the premises are open to the public and there shall be during that time sufficient staff or competent attendants on duty on the premises. The person in charge shall not be engaged in any duties which will prevent him from exercising general supervision of the premises. THE HIRER SHALL ASCERTAIN AND COMPLY WITH ANY SPECIAL FIRE PRECAUTIONS REQUIREMENTS CONTAINED IN MUSIC, SINGING AND DANCE, THEATRES, OR ANY OTHER LICENCE APPROPRIATE TO HIS INTENDED USE OF THE PREMISES.

4.2 The seating accommodation, gangways, passages and stairways in the hired section of the premises shall be provided as approved by the Chief Officer of the East Sussex Fire Brigade, acting on behalf of the Hiring Authority.

4.3 All exit doors shall be available for exit during the whole time that the public are on the premises, and shall be opened at the end of the function for the use of the persons present at function. Doors and openings, other than exits, in sight of the audience, which lead to portions of the premises accessible to the public, shall have notices placed over them indicating the uses of such portions. Doors and openings leading to portions of the premises not accessible by the public shall have notice placed over them indicating "No thoroughfare".

4.4 Mats or other floor coverings shall be secured to prevent rucking, and any drapes over exit doors or exits shall be hung to prevent them trailing on the floor.

4.5 Inflammable materials shall not be used for the decoration of the premises unless such materials have been rendered flame retardant and are maintained in that condition.

4.6 Temporary electrical installations which are necessary for any particular function must comply with current relevant legislation and shall only be installed by a qualified electrician.

No temporary wiring shall be connected to circuits or fuse boards feeding the main auditorium light.

All portable electrical appliances used by the hirers should be PAT tested.

(a) Temporary wiring shall be carried out using PVC insulated and sheathed cable to CMA manufacture, and switchgear and apparatus of a voltage rating not less than the maximum rms voltage difference, which can normally develop under fault conditions. All additional stage lighting equipment that may be required shall be kept entirely separate from the existing installation, portable dimmer units being provided where required, no extensions shall be permitted from the existing dimmer equipment without the approval of the County Architect.

(b) All temporary equipment shall be bonded to the main system of earthing in accordance with requirements of the current IEEE Regulations

(c) All temporary installations which have been installed shall be disconnected from the permanent installation immediately after the occasion for which they have been used.

(d) Any special requirements or installations that are to be approved, or any item that requires clarification, shall be brought to the notice of the Property Services seven days prior to the proposed date of the required installation.

(e) Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

4.7 The Hirer shall ascertain the position of telephones, escape routes, fire alarm systems and firefighting equipment which shall be in the charge of some suitable person specially nominated for the purpose, who shall ensure that the appliances and equipment are always available for use. In the case of staff performances and exhibitions the local Fire Officer shall be consulted as to whether any special firefighting equipment should be provided.

4.8 Thorough checks should be made by the Hirer at the end of the letting to ensure that no smouldering fires or cigarettes are left burning and that all doors and windows are properly secured.

4.9 If there is any doubt about the application of any of the above conditions, the advice of the Executive Head Teacher should be sought.

## 5.0 Charges

5.1 All costs incurred by the school will be taken into account when setting and reviewing the charges for hall lettings. The main items taken into account will be:

- (a) Caretaking: the costs of opening and closing the school.
- (b) Cleaning: costs of any additional cleaning required after an event.
- (c) Utilities: costs incurred with heating (winter months) and lighting
- (d) Water: if relevant
- (e) Wear and Tear
- (f) Administration Costs

5.2 All lettings fees which are received by the school will be paid into the school's individual bank account, in order to offset the costs of services, staffing etc. (which are funded from the school's delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved.

5.3 Charges: Any overtime paid to persons responsible for hall lettings Monday - Friday will be outside contracted working hours, not the commencement of hall booking opening time.

Hire charges are reviewed annually and the current charge is set out in the Hire Agreement.

### 5.3 Calculation of Costs

	1 <sup>st</sup> 2 hours or part thereof	Each subsequent hour or part thereof
Community use (non profit making)		

<b>Community use</b> (profit making organisations)		

**6.0 Monitoring, Evaluation and Review**

This policy will be reviewed by the Executive Head Teacher, and Governing Body annually with reference to Local Authority and Government guidance. The Resources Committee of the governors will formally review and ratify the policy annually. This policy should be read in conjunction with the Health and Safety Policy.