

SCHOOL LETTINGS POLICY

2021

Background

The School premises may be let out to provide a source of income. The aim of this document is to provide guidance and information on such lettings to ensure safety in operation and development of appropriate contracts.

Throughout this document we have referred to the School as “letting” the premises and used the term “hirer” for the person hiring the premises from the school

Letting of School Premises

Provided that there is no interruption to, or curtailment of school use of the premises, part of the school buildings and grounds may be let to outside hirers before or after the end of the school day, at weekends and during the holidays in order to:

- Raise income for the school;
- Better integrate the school into the local community;
- Satisfy some of the needs of local individuals, groups and organisations;
- Increase the use of facilities which are, of necessity, under used by the school.

Within schools, parents place a level of trust in outside school activities, assuming a good level of safety as it is on the school premises. However, some activities outside school hours may not involve the school at all. It is important therefore that the school tries to ensure that those hiring the premises are competent and safe to do so.

Health and Safety

This policy is in accordance with statutory legislation and guidance
Health and Safety at Work Act 1974,
Management of Health and Safety at Work Regulations 1999
Occupiers Liability Acts 1957 & 1984

It is important that any hirers are made aware of this and of any relevant sections of the School health and safety policy and that they agree to comply with any safety and security requirements therein, and the conditions of use (see Appendix 1).

The premises itself; access and egress there from; and any plant or equipment must be safe for use by the hirers. To this end, risk assessments should have been carried out and an adequate health and safety policy prepared.

A fire risk assessment should be carried out and kept under review. This assessment should include consideration of potential lettings and the varied use of the school premises.

Before any "Let", steps must be taken to ensure that:

- Escape routes are unlocked and unobstructed internally and externally and all doors are easily, and immediately, operable from the inside;
- Seating and gangways are arranged so as to allow sufficient space to escape in the event of an emergency;
- Fire fighting equipment is properly maintained and available for immediate use;

After the "Let" steps must be taken to ensure:

- All electrical appliances and lights are switched off.
- All doors and windows are closed, and the premises left secure.

The person responsible for these steps should be clearly identified in the School Health and Safety Policy.

Hall Capacity

The number of persons in the hall at any one time must not exceed **165**. This figure will be less when there may be a stage, chairs and tables in place. The hall has fire doors leading out of the building and two sets of

double doors, one set leading into the school corridor and the other into a small store room before reaching the corridor. All 3 exits must be kept clear at all times.

Security

Before the Let the hirer will agree with the school the security arrangement to ensure that the school premises are protected. The following should be considered:

- How many access points are open
- Who controls access by visitors & the risk of unauthorised access
- Damage to or theft of school property through intruders, arson etc.
- Who is responsible for locking up
- Lone working
- Violence

Emergencies

It is vital that anyone hiring a school premises knows what to do in an emergency.

A detailed set of emergency operating procedures should be developed, tailored to the school premises. The hirer should be provided with two sets of these; one for the hirer to retain and a second set to be signed and returned to the school to show that they have received and understood the procedures and the relevant sections of the health and safety policy.

Supervision of Children

Entertaining children on school premises through lettings needs to be well controlled. The hirer must provide adequate supervision to prevent overcrowding, unnecessary movement, and unruly behaviour. Those adults involved in supervision must be briefed on the emergency operating procedures and know the action to be taken in the event of an emergency.

The hirer should provide sufficient staff to handle an emergency, and the School staff themselves should not be relied upon.

Where adults who are not school employees are supervising children, DBS checks may be necessary.

First Aid Provision

There should be a first aid box available, and the contents should be checked frequently and replaced as necessary by the person identified as responsible within the school Health and Safety Policy. Please note that first aid does not cover the administration of medicine.

Determining the level of first aid that should be provided by someone hiring the premises depends partly on the nature of the activities being undertaken. An assessment of the risks and first aid needs should be undertaken by the Hirer to decide on an adequate level.

For large public events arrangements can be made for the British Red Cross or St John Ambulance to attend and provide first aid cover.

The school's own employees should not be relied upon as the first aid provision by someone hiring the premises, as they may not be present at all times.

Firework Displays

Firework display are not permitted.

Insurance

The Council's liability policies cover the Council (LA) and those schools who insure through the Council (LA), against claims for compensation from third parties who are injured, or whose property is damaged, as a result of either the Council's or the school's negligence.

The Council's liability policies do not cover any other individual or organisation against claims as a result of their negligence. The following should therefore be applied to lettings:

- Any damage to the property or contents arising out of the letting must be made good at the expense of the hirer to the satisfaction of LA and the school.
- For non-commercial users that do not have their own insurance the Council has a contingent liability policy. A premium of 10% of the letting fee should be charged to the hirer, in addition to the hire charge. The policy covers the hirer's public liability to a limit of £20 million and has an excess of £250 for which the hirer is directly responsible. The premium should be retained within the school accounts and shown correctly within CFR codings. Full records should be retained, as they are subject to internal audit processes and the Insurance Department will need to see records in the event of a claim occurring.
- All commercial users (a commercial user is regarded as a person/organisation which hires the premises and may make a personal financial gain or business profit from the letting or an organisation which has a separate legal status) **MUST** have their own insurance cover including public liability to a limit of not less than £5 million. **A copy of the insurance schedule should be provided prior to the letting.**

Indemnity

Hirers should sign a Lettings Indemnity Form for the use of the premises. This will be issued by the school on agreement of the Let.

Lettings Forms issued by individual schools should be consecutively numbered. If schools are using electronic forms, consecutive numbers should be added as these are produced. A record of all lettings forms issued will be maintained, detailing the unique letting form number and details of the person to whom it has been issued. Access to blank Lettings Forms within school should be restricted to authorised staff only.

The School Field is available for hire.

The School Kitchen is not available for hire. (Except for use at FDS events)

The School hall and classrooms are not available for hire. (Except for use at FDS events)

Guidance for the Use of Kitchen Facilities by FDS

Use of the kitchen facilities for an event other than the provision of school meals must comply with the Food Safety Act 1990 and the Food Hygiene (ENGLAND) Regulations 2006 and Regulation (EC) No 852/2004 and other relevant legislation and codes of practice.

If the school meals contractor reports to the school that the kitchen has not been left in a clean and tidy condition a charge will be levied by the School to cover the extra costs for remedial action.

Type of Event	Scope of Use	Guidance
School Association Meetings (FDS)	<ul style="list-style-type: none"> • Restricted use of the kitchen for the making of hot and cold liquid refreshments. • Use of the servery hatch area, power point and sink for washing up. • No kitchen equipment to be used in the preparation of food. 	<ul style="list-style-type: none"> • The kitchen must be left clean and tidy condition otherwise the school may be subject to charges for additional cleaning.

Noise Nuisance

Care must be taken to avoid nuisance to the neighbours. Noise levels and location must be carefully considered and control over the level of noise exercised by the organisers. As a rule of thumb the noise should not be audible beyond the boundary of the property.

Temporary Event Notices (TENs)

Anyone hiring the premises to hold an entertainment event (where a premises licence is not in place) and/or supply alcohol by retail, they must apply for a TEN. They must also have the approval of the Head Teacher and/or governing body before arranging for alcoholic drinks to be consumed on the premises.

The person holding the event is responsible for obtaining a TEN and ensuring that its requirements are complied with. This person should be present at all times during the event.

Only the Police may grant a TEN; and only the Police may object to a TEN. However, applications for TENs should be made to the Local Authority, together with a fee, and have to be received by them no less than 10 working days prior to the event. Under no circumstances may a TEN be granted if less than 10 working days are notified.

EMERGENCY OPERATING PROCEDURES

Date issued.....

Person in charge:

Out of Hours emergency contact numbers:

The hall capacity is	80	Seated (with a stage in place)
	55	Quiz night (with tables and chairs)
	165	Disco (no chairs or tables)

The hall capacity or maximum permitted persons in a class **must not be exceeded.**

FIRST AID

A first aid kit is located in the Adult toilet next to the Staffroom

The nearest telephones are located in the Staffroom and the School Office - press 9 for an outside line

(Provide a map showing these if possible)

A first aider should be available to provide first aid treatment. Most emergencies can be resolved on the spot, however, in the event of a serious incident, which could range from an injury or illness requiring medical treatment to a fatality, the following formal procedures must be followed:

ALWAYS ENSURE YOUR OWN SAFETY FIRST

Minor Injury e.g. small cut, graze, bumps, bruises

- Take appropriate first aid action
- Make provision for the injured person to rest or continue as appropriate

Major injury

- Take appropriate first aid action – call the attending First Aider
- DO NOT move them unless to leave them could result in further injury
- Arrange for the injured person to be taken to hospital or ring for an ambulance.
- Telephone the next of kin

In the case of children, the parent must be informed of any incident as soon as possible.

Record any accidents or injuries and ensure they are reported promptly to the school. The School will then follow the Council's incident reporting procedures. In general, most legally reportable accidents will need to be reported to the HSE by the hirer. They will, however, have to be reported by the School if they result from a School work activity, or are due to the state of the premises.

CONTACTING THE EMERGENCY SERVICES

When calling the emergency services it is important that they are given the full information. Remember, when calling 999 for the police, ambulance or fire brigade, the "control room" for these services may not be local, do not expect the operator to know where the school is.

Procedure:

- Keep calm, speak clearly
- Give your name – state the service(s) that you require
- Give full name, address (including postcode) and your mobile number

Downe Primary School**High Elms Road****Bromley****BR6 7JN**

- Location, details and time of the accident/incident
- Number of casualties and their condition together with the details of any treatment which is being administered or has been given
- Access point for the ambulance
- Someone should be instructed to meet the ambulance which will aid the medics to reach the casualty as quickly as possible

FIRE

The fire alarm sound is a bell which is easily recognised.

On discovering a fire the fire alarm must be activated. Do not attempt to tackle the fire unless safe to do so (i.e. the fire can be quickly extinguished with the minimum of risk to self).

It is the responsibility of the hirer to ensure that all staff (both paid and volunteer) involved understand the basic fire precaution arrangements and procedures:

- The location of fire alarm call points and how to use them
- The location of fire exits
- The location of fire assembly points
- The location of fire extinguishers and fire fighting equipment

Provide a map showing the above if possible.

A fire assembly point should be allocated. If evacuation is necessary it is important to remember the following golden rules:

- Don't panic – keep a clear head
- Raise the alarm and call the fire services
- Do not stop to collect personal belongings or allow others to do so
- No heroics – people before property
- Assist visitors and people with disabilities on your way out if needed and if safe to do so
- Close doors behind you
- Where possible use the nearest fire exit
- Take all registers and once at the assembly point account located for all participants and staff
- Report any persons unaccounted for to the Fire Brigade
- Do not re-enter the building or allow others to do so until instructed by the Fire Officer in charge.
- Record any incident or injury and ensure it is reported promptly to the school (and RIDDOR if legally reportable).

Remember it is better to make 100 calls to the emergency services, than everyone assumes that someone else has, and eventually make none!

Any sounding of an alarm (including false alarms) should be reported to the school.

THEFT

All thefts should be recorded whether from the school or an individual. In the case of an individual, take a record of the name, address and telephone number of the person whom the theft has occurred against. Thefts from the school should be reported to the school at the earliest opportunity. The school or person concerned should be asked if they wish the theft to be reported to the police. While reporting it to the police you should ask for a CAD (incident) number and make a note of the number for future reference.

If there are reasonable grounds to suspect that a particular person may have been involved in the theft then the police must be contacted and the person informed of the course of action being taken.

If the person is still on the premises then they cannot be physically restrained or held against their will, the same is applicable to the person's property or clothing as this constitutes assault. Every effort should be made to detain the person until the police arrive.

ASSAULT

Should an actual or alleged assault take place, the most senior person available on site should be informed or summoned if on the site.

The incident should be investigated in an attempt to find the background factors that led to the assault and seek witnesses (names and addresses to be taken).

Where injury was sustained, first aid should be provided and if necessary the ambulance and police services should be called. Report promptly to the school.

DRUG/ALCOHOL ABUSE

All persons found to be under the influence of drugs and/or alcohol should be asked to leave the premises, and if necessary escorted off the site by the most senior person available. It is important that no one places themselves at risk when dealing with disruptive or threatening behaviour relating from drug or alcohol abuse: in all such cases the police should be summoned.

In serious cases (i.e. unconscious casualty) the ambulance service must be called. During the interim period the casualty should be treated by a qualified first aider.

LOST PERSON

In the event of losing a person, if there is a public address system available this should be used requesting them to come to a meeting point. In the case of children, do not mention that they are lost.

Do not request the assistance of members of public in the search ie: we have lost a child, has anyone seen them?

Should relatives/lost person not be located after an extensive search it may be necessary to call the police service (i.e. vulnerable persons).

I have read and understood the information provided in the Emergency Operating Procedures and all the relevant risk assessments and sections of the school health and safety policy.

Name:

Position held:

Signature:

Date:

Appendix 5

TERMS AND CONDITIONS OF LETTINGS

1. Enquiries for the hire of the School Premises should be made to The Head Teacher at **(Named)** School. Applicants are advised to visit the school to ascertain the suitability of the premises for the purpose of hire, in consultation with the Head Teacher.

2. All applications must be made on the "Application for Use of Education Premises Out of Normal Hours" forms which are available from the school.
3. The School reserves the right to limit the number of people admitted to the premises depending upon the type and size of accommodation hired and in line with Health and Safety requirements.
4. The School reserves the right to cancel the hiring of premises, should the school require the premises for educational or local government purposes or in order that maintenance tasks can be undertaken. Every effort will be made to give at least one week's notice of such a cancellation.
5. The School also reserves the right to refuse without explanation any application and to cancel any hiring at any time without notice. On termination of the hiring under this condition the school shall return to the hirer all or part of any money paid. The school shall not however, be under any liability for any loss incurred by the hirer.
6. The School reserves the right of entry to the premises hired at all times of such officers as they may deem necessary for the proper supervision of the premises.
7. If the hirer intends to use the premises for fetes or similar activities, the hirer must take out a policy of insurance for Public Liability and Damage, in the joint names of both the hirer and the School indemnifying him/her and the school against all claims and proceedings by any person in respect of any damage or injury, including injury resulting in death, arising directly or indirectly from the hirer's use of the premises. Please consult with the Local Authority's Insurance section to confirm the limit of indemnity in such a policy.
8. Permission to use the premises is personal to the hirer who may NOT therefore assign it or sub-let the use of the premises in any way.
9. The School grounds will not be available to hirers who wish to stage any event using pyrotechnics and the construction of any object with the purpose to ignite such an object.
10. Specialist rooms, classrooms and offices are not available for hire.
11. The hirers shall undertake to see that the premises are used in an orderly way and for the purpose for which they are expressly hired.
12. The School does not accept any responsibility for the loss or damage to any goods, cars or personal effects belonging to the hirer or members of their organisation, association, clubs or to any other person present at the time of hiring.
13. The premises are not licensed for public entertainment and the collection of money for admission cannot be permitted. The entertainments that are permitted on the premises under the terms of hiring cannot therefore be advertised to the general public.
14. Health & Safety precautions must be observed at all times when using the premises.
15. The person or persons hiring the premises for the use of entertainment for children or any entertainment, to which children will be admitted, shall accept full responsibility for all the arrangements made.
16. All hiring is subject to the hirer or his/her authorised representative occupying and using the premises at the stated times.
17. In the case of youth organisations a responsible adult must remain on the premises at all times whilst children are present.
18. The School does not allow any form of gambling to take place on its premises and all fund raising events must be approved before the letting has been confirmed by the school.
19. There will be NO SMOKING within School premises at all times.
20. No intoxicants or alcoholic beverages are allowed on the premises without the authority of the Head teacher and appropriate licences being obtained.

21. Normally the premises will not be available for hire on Bank and Public holidays or during the school mid-summer break, when annual maintenance usually takes place. However, the school welcomes enquiries to establish availability at these times, and some bookings maybe arranged depending on the above commitments.
22. All hirers are to ensure that the premises are kept in a clean and tidy state while hiring is in progress, and also to ensure that the premises are left in a similar condition after hiring has taken place.
23. The use of the premises for election meetings under the representation of the People Act will only be granted when the necessary insurance cover has been obtained. Please consult with the Local Authority's Insurance section to confirm the limit of indemnity in such a policy.
24. The School cannot take bookings that include the hiring of the School catering facilities or catering staff.
25. The School does not permit overnight letting at any time.
26. If the hiring finishes earlier than stated, a responsible person must remain on the premises until the Caretaker has secured the premises.
27. A refundable deposit will be required by the school of no less than **(Specified Amount)**. This will be used to cover any breakages or damage that may occur, or any additional cleaning that is necessitated by the let.
28. In the event of the hirer not arriving within (Specified Time limit) of the start time, unless prior notice is received, the school will be secured and the letting considered to be cancelled. In this event NO refund will be made to the hirer.
29. Full payment of the letting fee and refundable deposit must be made in full in advance of the letting date. If payment has not been received by the school prior to the event the letting will be cancelled by the school.
30. On no account shall hirers offer a gratuity payment to the caretaker on duty for the school. Donations to the school will be accepted through the normal channels, i.e. the School Office.
31. Refunds will only be paid out if cancelled by the hirer with more than 1 week's notice or the event is cancelled by the school due to school requirements or Local Government needs.
32. Charges will be reviewed annually by the School Governing Body. Any changes in the charges for regular lettings will be notified to regular hirers as soon as possible after the change has been agreed by the Governing Body.
33. All accommodation will have the use of toilet facilities. Please note that the facility may not be suitable for certain activities and age groups.
34. The school offers a number of discounts to its regular hirers to promote Community use and local activities.
35. The school reserves the right to refuse to let their premises to organisations whose actions have shown them to be racist.
36. The School will not be responsible for the promotion and administration of any hirer's events or regular meetings.
37. The hirer should ensure that a member of the group has been designated as First Aider and is competent enough for such a role and its requirements. The school will make a first aid box available for use.
38. Hirers must ensure members of their groups are aware for safety of all on site.