



LETTINGS POLICY

Issue date: November 2018 Reviewed July 2022; March 2024
Date adopted: November 2018
Date to be reviewed: March 2026
Signed by:
Approval committee: Full Governing Body

The letting of the school premises by the community is welcomed, subject to the following conditions:

- Use of the premises for school functions will take priority over lettings.
- The Governing Body will set charges for lettings guided by these principles:-
 - Lettings to the school Friends Association (BSA) will be free of charge.
 - Lettings to bona fide community groups will be charged at cost, to cover caretaking, energy, wear & tear, administration.
 - Lettings to school staff who are responsible for site and locking up will be free
 - Lettings for before and after school clubs for the benefit of the children will be *charged at the subsidised flat rate of £10 per session/ £30 per half term or free of charge if places are offered free to PP pupils*
 - *Lettings for before and after school child care provision are at a rate agreed with the Governing body which will be reviewed annually.*
 - Where a letting is subsidised by the Youth Community Service that Service will determine the proportion of the letting charge to be paid direct by the Hirer.
 - Where the school is used as a polling station the relevant authority will be charged the actual additional costs incurred by the school.
 - Lettings to all other hirers will be charged at cost plus a profit margin determined by the Governing Body

VARIATION OF SCALES OF CHARGES AND CANCELLATIONS

- The Hirer acknowledges that charges may be increased in accordance with the rates from time to time agreed by the School or where appropriate by the Governors of the School, or that the letting may be cancelled provided that in each circumstance at least 28 days notice within term time either way is given.
- Income derived from lettings will be retained by the school and costs to the school of lettings will be met from this income.
- The school premises will not be let to individuals or organisations if there is reason to believe the name of the school will be brought into disrepute.
- Decisions whether to permit lettings of the school premises\grounds will be made by the Headteacher. If the Headteacher believes a letting should not be permitted he\she will report the reasons to the Premises committee.

Lettings charges as from 1st September 2024:

FACILITY HIRED

Main Hall, Reception Foyer, Kitchen and toilets	£30.00 per hour £15.00 per hour (for charitable groups)
Additional Classroom hire (per room)	£10 per hour

DAILY HIRE

Main Hall, Reception Foyer, Kitchen and Toilets	£120 per day £60 per day (for charitable groups)
Additional classrooms	£40 per day

Heating

Heating is included in the cost.

USE OF THE KITCHEN FOR THE PROVISION OF FOOD AND DRINKS

Some crockery is available – contact the school secretary for details. **N.B** Food and drink is not to be consumed in the entrance foyer.

Use of Playing fields and School Grounds

- The playing fields must be left in a fit state after any letting. Should any damage occur, the school can make arrangements to recover the costs of making good from the hirer.
- Additional damage and/or costs may occur when lettings involve camping/caravans, heavy vehicles/equipment, horses. However, this type of use is to be discouraged as it is most likely to cause damage to playing field and detrimental to the school's ability to provide the PE curriculum.)

VAT on lettings

- Letting land, premises or a room is generally exempt from VAT. This includes the provision of minor equipment such as tea/coffee making facilities or a TV/video. This does not include sports equipment or facilities, although the letting of a sports hall for a meeting or other non-sports purpose is still exempt.
- If a separate charge is made for hiring equipment, this is subject to VAT.
- The exempt charge is not affected by the use the hirer makes of the room, even if the hirer is charging an admission fee (it will be the responsibility of the hirer to add VAT to their admission charge if they are eligible to do so). However, if the school holds an event and charges an admission fee, those fees will be taxable.
- If hiring sports pitches, equipment or facilities for a single session, VAT will apply. However, if the letting is to a school, club or body with a written constitution, the letting can be VAT exempt if all the following conditions are met
 - A series of 10 or more sessions are booked

- The interval between each session is at least one day and no more than 14 days
- Each session is for the same activity
- The group has exclusive rights during those sessions
- Charges for parking, caravan or tent pitches are always subject to VAT.

Bookings and payments

- Applications for the use of the premises should be made to the Headteacher, on a booking form available from the school office

Payment of fees should be made to the school by either cash or cheque made payable to Burton Primary School.

CONDITIONS FOR HIRING

INDEMNITY AND INSURANCE

1. The Hirer shall be liable for and shall indemnify the School Governors against all actions, claims, costs, expenses and liabilities arising under statute or common law from injury to or the death of any person and/or the loss of or damage to any property, including property belonging to the School insofar as they arise from matters pertaining to this agreement (except and to the extent that such actions, claims, costs, expenses and liabilities may arise solely out of the act, default or negligence of the School, its employees or agents).
2. Without prejudice to the Hirer's liability above, the User shall effect and maintain appropriate insurance policies with a reputable insurer. Public liability cover should be arranged in such sum as is deemed prudent in all circumstances by the User and in any event for not less than £5 million for any one incident, the number of incidents during the period being unlimited. This insurance is required to cover any accident that occurs on the school site for which the hirer is liable. The insurance should also cover instances where damage is caused to the school property by the hirer. ie: fire/flooding or damage caused by adults or children whilst under their supervision. Employers liability cover must be maintained for an amount not less than required under statute.
3. The Hirer shall produce such evidence as the Governors may reasonably require to confirm that the insurance referred to above has been effected and is in force at all times. The Governors reserve the right to refuse and/or amend the cover arranged.
4. The Education Authority/School will not be responsible for any injury to persons or damage to property arising out of the letting of educational premises unless such injury or damage results from the negligence or breach of statutory duty on the part of the Education Authority/School.

RISK ASSESSMENTS

These should be carried out by hirers so that they have properly assessed their responsibilities and the 'risk' incorporated in their activities. A pro-forma for this is attached with this policy and advice can be given if required. These should be reviewed annually and the school should be provided with a copy of the documents.

PROTECTION OF PREMISES AND MOVABLE PROPERTY

1. (I) Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating the driving of nails or screws into fixtures forming part of the school fabric will

be permitted. In the event of any damage to the premises or property the School shall make it good and the Hirer shall pay the cost of such reparation.

- (ii) The Hirer shall be responsible for ensuring the premises are left in a tidy condition and will be responsible for the collection of rubbish into bins provided for this purpose. Any exceptional cleaning required as a result of a letting will be chargeable to the Hirer.

PUBLIC SAFETY

- 2. (i) The Hirer shall be responsible for the prevention of overcrowding such as would endanger public safety and for keeping clear all gangways passages and exits.
- (ii) The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct.
- (iii) All persons hiring the school premises will be expected to conform to the relevant Health & Safety regulations.

COMPLAINTS

- 3. (i) All persons hiring the school premises shall supply the school with a copy of their Complaints Policy.

COPYRIGHT OR PERFORMING RIGHTS

- 4. (i) The school premises will not be let for functions where a Public Entertainment Licence is required, except in exceptional circumstances and with the prior consent of the Governing Body's Premises committee.
- (ii) The Hirer may not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and must indemnify Dorset County Council against all sums of money which the County Council may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire

SUB-LETTING

- 5. The Hirer is not permitted to sub-let to another person.

INTOXICATING LIQUOR

- 6. No intoxicants may be brought on to or consumed on the premises without prior approval of the Governing Body.

SMOKING

- 7. Smoking is not permitted on the school premises, including the school grounds.

DOGS

Dogs are not permitted on school premises, including school grounds, at any time without prior permission.

VACATION OF PREMISES AND COLLECTION OF CHILDREN

The Hirer shall ensure that premises are vacated promptly & quietly at the end of the letting. Those with keyholder responsibility are responsible for ensuring the premises are left secure.

The Hirer shall also ensure that all children attending their letting are safely handed over to their parent or guardian at the end of the session. They are also responsible for keeping up to date contact details for parents/guardians for each child and contacting them if they do not arrive to collect the child at the end of the session. The Hirer is completely responsible for the care of the children attending their letting and subsequently the care if the parent does not arrive to collect the child on time.

FIRE EVACUATION PRACTICE

The Hirer shall be responsible to carry out their own termly fire evacuation practices and be aware of all evacuation routes and meeting points. They shall also report to the school Site Manager when these practices have taken place and a record will be kept. They shall also be responsible for their own register of adults and children attending any letting.

FIRST AID

The Hirer shall be responsible for any first aid required for anyone attending their letting. They are also responsible for any records that need to be kept of any accident or injury occurring during their letting. They are also responsible for acquiring any medical information needed regarding children in their care and arranging for appropriate medication to be given to the school to be passed on to the hirer and then given back to the parent at the end of the session. Please ensure accurate and up to date contact and medical information is obtained for each child attending.

HALL CAPACITY (complies with LA capacity assessment)

(Childcare provider has guidance issued under the annual agreement with the school)

After school activities with children, maximum of 36 children.

Ratio of adults to children is a minimum of 1:15.

Lettings for adult sedentary activities (i.e. choir), 230 standing maximum, 130 seated in rows maximum.

For adult physical activities (i.e. keep fit), maximum 40 (not seated)

CHILD PROTECTION

The Hirer shall read and abide by the attached School Child Protection Guidelines. They shall also sign and return the form to state that these guidelines have been read and will be adhered to.

It is best practice for each group/club to have their own child protection policy/procedure in line with the Pan Dorset Safeguarding Procedures (which should include how to recognise abuse or respond to a disclosure and what action to take) and the group leader should have attended child protection training. Appropriate training can include a wide range of courses (on-line and taught courses) but should include information on how to recognise and report child abuse. Some sports organisations provide very good training; there are also details of local Level 2 and 3 courses on Dorset Nexus:

<https://www.dorsetnexus.org.uk/Training>

Groups or organisations which need help writing a child protection policy/procedure can refer to the Safe Network:

www.safenetwork.org.uk

The school DSL should be informed of any safeguarding issues concerning children of Burton Primary School, safeguarding issues or complaints that arise during the leasing of the school facilities.

The hirer should have their own behaviour policy and management strategies, which should be in line with the school's values and Christian character. The school staff may offer advice if required regarding individual and group behaviour but should not be expected to apply consequences for poor behaviour on behalf of an afterschool club provider.

This policy was reviewed by the Full Governing Body on the 27/3/24



Appendix 1 ~ Risk Assessment for use of School Setting by External Providers

July 2024

Aim: To manage the risk to those using the school site with external providers

HAZARD OBSERVED	RISK BEFORE CONTROL MEASURES	PERSONS AT RISK	CONTROL MEASURES	COMMENTS ACTIONS	RESIDUAL RISK RATING
Safeguarding			•		
Site Security			•		
First Aid			•		
Collection			•		
			•		
			•		
			•		

Review Risk Assessment Annually (Spring) or if significant change	Review Dates	Name

Appendix 2
Child protection summary for all Hirers
Burton Primary School

As an adult hiring facilities in this school you have a duty of care towards all pupils. This means you should act at all times in a way that is consistent with their safety and welfare.

You should follow the principles of safer working practice and the latest Keeping Children Safe in Education, which includes use of technology: on no account should you take images of pupils on personal equipment, including your mobile 'phone. All mobile phones and cameras will be locked away during the letting in the provided lockers available.

If the behaviour of another adult in the school gives rise to concern you should report it to the Headteacher.

If you have a concern about a child, particularly if you think s/he may be suffering or at risk of suffering harm, it is your responsibility to share the information promptly with the Designated Senior Person for Child Protection (DSL) or the deputy DSLs who are Mrs Alison Timmings (HT); Mrs Sarah Steel (DHT); Mrs Sarah Edmunds (EYs lead) and Ms Jane Pope (Pastoral Support Worker)

The following is not an exhaustive list but you might become concerned as a result of

- seeing a physical injury which you believe to be non-accidental
- observing something in the appearance of a pupil which leads you to think his/her needs are being neglected
- a pupil telling you that s/he has been subjected to some form of abuse

In any of these circumstances you should write down what you observed or heard, date and sign the account and give it to the DSL or deputy DSLs.

If a pupil talks to you about (discloses) sexual or physical abuse you should

- listen carefully without interruption, particularly if s/he is freely recalling significant events
- only ask sufficient questions to clarify what you have heard. You might not need to ask anything but, if you do, you must not 'lead' the pupil in any way so should only ask 'open' questions
- make it clear you are obliged to pass the information on, but only to those who need to know
- tell the DSL or deputy DSL without delay
- write an account of the conversation as soon as you are able (definitely the same day), date and sign it and give it to the DSL.

Do not ask the pupil to repeat the disclosure to anyone else in school, ask him/her or any other pupil to write a 'statement', or inform parents. You are not expected to make a judgement about whether the child is telling the truth.

Anyone can make a referral to the Children's First Response Team and where serious concerns arise any adult should do this rather than wait to speak to the DSL.

BCP first Response - 01202 123334 / childrensfirstresponse@bcpcouncil.gov.uk

Remember – share any concerns, don't keep them to yourself

This school has a safeguarding policy, more detailed procedures on child protection and a staff code of conduct - available from the office.

Appendix 3
Hirer's declaration

Please sign and return the statement below before commencing hire.

I confirm that I have read and agree to adhere to all conditions of the Lettings Policy and the Child Protection Summary of Burton Primary School

I can confirm that I have a child protection policy and procedure for _____ club letting at Burton Primary School.

I can confirm that I have attended child protection training on _____(date)

I can confirm that I have up to date liability insurance (please provide the office with a copy of this document)

Signed.....

Print Name.....

Purpose of Hire.....

Date