



Lettings Policy

December 2023

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LETTINGS POLICY

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1. Introduction

Spring Meadow Infant and Nursery School recognises the role of the school within the community and welcomes the use of the School's premises for a variety of community and leisure purposes.

Use of the school premises by the school or on behalf of the school (e.g. a Friends or Parents Association) are not subject to the charging elements of this policy.

A copy of **the Booking Conditions** will be sent with the application form to the Hirer when the initial enquiry is made.

2. Categories of Lettings

The use of the school premises is divided into the following two categories:

- Profit making organisation
- Non-profit making organisation

3. Availability of Premises

Designated areas within the school are available for hire unless required by the school. In these instances we will endeavour to give as much notice as possible.

4. Charges

Spring Meadow Infant and Nursery School reserves the right to make a charge for the use of the school premises. The charge will vary according to the category of the letting as laid out in Appendix A.

5. VAT

VAT is normally chargeable only on lettings of sports facilities (a concession may be available from H.M. Revenue & Customs if certain conditions are met).

6. Application Procedures

- **Application forms, available from the school**, should be submitted to the Business Manager at least two weeks before the first day of the proposed letting. In the case of block bookings, four weeks' notice should be given. The person signing the application form will be considered to be the Hirer. The Hirer will be required to return the completed booking form to the school before a booking can be accepted. The booking acceptance will be confirmed by the return of a photocopy of the booking form to the Hirer.
- All applications will be considered on their merits, taking into consideration the suitability of the activity. Spring Meadow Infant and Nursery School reserves the right to:
 - refuse applications without giving a reason
 - have a representative present at any function
 - terminate any activity not properly conducted, without notice
 - Set a probationary period of 3 months for new regular lettings.
- Letting fees will be reviewed annually by the Governing Body. When the letting has been confirmed, payment must be made to the school, prior to the use of the premises. In the case of a regular booking, payment will be required at the end of each term.

CONDITIONS OF USE

7. Security of the Premises

Entrance to the school will be via the Main Entrance, which will be opened by the school at an agreed time. For security reasons, the school keys will not be available to the Hirer. It will be the responsibility of the Hirer to ensure that the school premises are secure during the time they are in use, by ensuring that all entrances and exits are locked when all members of the group are inside.

8. Use of Facilities

- a) The Hirer will be responsible for the proper use of the school facilities.
- b) Specialist equipment is not available e.g. projectors, TV and video equipment, gym equipment, cookers etc, unless special arrangements have been made.
- c) All reasonable precautions must be taken to ensure that there is no damage to the fabric of the buildings; furniture and fittings, or school equipment. The Hirer will be responsible for making good any damage to the premises and property. Any precautions required to ensure the users' safety when using equipment are the responsibility of the Hirer. This includes, for example, the provision of information and training in the use of the equipment. (If special arrangements have been made as above.) In all cases, the Hirer must ensure that risks associated with the activity are properly controlled throughout the hire period and that the premises are returned to the control of the school in a clean and satisfactory condition.
- d) All mains powered electrical equipment brought onto the premises must be safe and evidence may be required that it has a valid test and inspection certificate (the certificate should be less than one year old for earthed equipment, or less than 4 years old for double insulated equipment). Lower voltage equipment must also be safe and in good condition.
- e) The Hirer must be advised that they cannot rely on the school's risk assessments for any activities carried out during the letting and must complete their own risk assessments, a copy of which must be held by the school
- f) Users should acquaint themselves with emergency means of escape relating to the area of the premises in use. These are clearly displayed in every areas. It is the responsibility of the Hirer to provide first aid equipment and trained personnel. They must also carry out their own fire drills and organise their own fire procedure.
- g) Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors or any fire escape route during the hiring.
- h) The Hirer must use only that area of the building hired and must observe any instructions given by the school concerning the area available. Any furniture or equipment moved by the Hirer should be returned to its original position at the end of each session.
- i) A toilet is available in the Main corridor
- j) The Hirer is responsible for ensuring that good order is kept on the premises and within the immediate environs of the school, and that the premises are left in a clean and tidy condition.
- k) The Hirer will be responsible for ensuring that the group has adequate insurance appropriate to the activities organised.
- l) The school reserves the right to levy an additional charge to cover:
 - any additional cleaning that may be required after an event
 - the cost of repair of damage to the school fabric or equipment
 - the cost of replacement of any items of school equipment if uneconomical to repair.
- m) For security reasons, the Hirer will not have access to the school telephone. Hirers must provide a mobile telephone for use in an emergency.
- n) Express approval by the Head teacher, on behalf of the Governing Body is required if

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alcoholic drinks are to be sold or consumed on the premises. The selling of alcohol requires a licence. Unconsumed liquor, bottles, cases, glasses and similar articles must be removed from the premises immediately after the function has ended.

- o) Smoking is not permitted anywhere in the school building or on the school site.
- p) Animals, other than Guide Dogs, are not permitted anywhere on the school premises.
- q) No combustible materials are to be used within the school, except with the express approval of the Governing Body.

9. Safeguarding

The organisations and individuals providing out of school activities for children (whether or not from the school) must satisfy the school that they have suitable child protection arrangements, and are suitably informed and vetted. The hirer and any hirer staff must know what to do if they suspect, or are informed, that a child is being abused. Refer to the Spring Meadow Infant and Nursery School Safeguarding Policy, or The Government statutory guidance: Keeping children safe in education.

10. In the event of an incident, fire or near miss

The school will ensure that Incident Report forms are made available to the Hirer, who in turn, must ensure one is completed correctly and that an investigation is undertaken. A review of the risk assessment for the activity will be required. If the Hirer has produced a risk assessment then the hirer is responsible for undertaking the review and informing the school of any findings that may be relevant. Schools are NOT responsible for undertaking risk assessments for Hirer's activity(ies).

11. In the event of fire

The Hirer will call the Fire Service (if school staff are not present and supporting the activity) All users will evacuate the building via the nearest fire exit and muster on the car park at the front of the school. Users must not re-enter the building until the 'all clear' has been given. The Fire Service will give this. Fires must be reported using the County Council Incident Report form.

12. Licences

There are a variety of licences that may be required for different types of function. The onus is on the Hirer to ensure which are necessary, and must produce documentary evidence before the letting takes place. The Hirer will indemnify the school against any action brought about by failure to obtain the necessary licence(s). The following categories of letting may require a licence:

- Public performance licence
- Theatre licence
- Copyright/Royalty licence
- Cinematography licence
- Alcohol
- Music, Singing and Dancing
- Raffles 'small society lottery'

13. Insurance

The Hirer will be entirely responsible for the proper use of facilities and must take all reasonable precautions to ensure that there is no damage to the fabric of the building, furniture and fittings or any school equipment.

- The Hirer shall indemnify the school when signing the application form against any claim for bodily injury or loss of damage to property (real or personal) whether belonging to the school or to any other person if the said loss, damage or injury is either caused by the negligence of the user or by the negligence of any other person using the premises hired with the permission of the Hirer.
- The effect of the above is that the Hirer will be liable to indemnify the school for any damage which is caused when the premises are being used for a function for which they are let. However, it is only operative if the damage etc. is caused by the negligence of the user or any other person using the premises with the Hirer's permission.

14. Cancellations

a) By the Hirer

Cancellations should be made in writing at least 72 hours before the proposed letting, or the Hirer will still be liable for the standard charges. In the event of a cancellation being made in time, the school will credit the Hirer for a free booking the following term, if applicable, or refund the fee if no further bookings are required.

b) By the School

If the school finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 24 hours and, where possible, alternative accommodation will be offered. If this is not possible, a refund will be made. The school will accept no liability in respect of commitments incurred by the Hirer due to such cancellations.

Appendix A

HIRE OF SCHOOL PREMISES

Hire Charges from December 2023

The following areas will be available for lettings from Monday to Friday 6.30pm to 9.00pm during school term times.

Lettings at weekends and during the school holidays will be negotiable.

	Profit making groups	Non-profit making groups
Hire of:	Per hour	Per session
Hall	£24.00	£18.00
Studio	£18.00	£18.00
Field		£12.00
Opening & Closing Charge per let – weekdays		£18.00
Opening & Closing Charge per let – weekends		£30.00

These charges are subject to review annually.

Charges for lettings outside the above parameters will be negotiable and decided by the school governors

Please Note: We are unable to accept any bookings for Bank Holidays.

Rapid Equality Impact Assessment Tool

When looking at the impact on the equality groups, you must consider the following points in accordance with the General Duty of the Equality Act 2010:

In summary, those subject to the Equality Duty must have due regard to the need to:

- eliminate unlawful discrimination, harassment and victimisation;
- advance equality of opportunity between different groups; and
- foster good relations between different groups

EQUALITY IMPACT ASSESSMENT – WHAT IS THE IMPACT TO DIFFERENT GROUPS IN SOCIETY?		
Choose either Positive or Negative impact. POSITIVE it could benefit or would have very little or no impact. NEGATIVE it could disadvantage. Please provide supporting comments, both on positive and negative impacts. You may be asked to complete a FULL EQUALITY IMPACT ASSESSMENT to understand the impact further.		COMMENTS
	Positive or negative	
Age: Consider and detail across age ranges on old and younger people. This can include safeguarding, consent and child welfare.	POSITIVE	Further individual risk assessments may be required .
Disability: Consider and detail on attitudinal, physical and social barriers.	POSITIVE	Further individual risk assessments may be required.
Race: Consider and detail on difference ethnic groups, nationalities, Roma gypsies, Irish travellers, language barriers.	POSITIVE	Consider language barriers in communication.
Sex: Consider and detail on boys and girls, men and women	POSITIVE	
Gender reassignment: (including transgender) Consider and detail on transgender and transsexual people. This can include issues such as privacy data and harassment	POSITIVE	
Sexual orientation: Consider and detail on heterosexual people as well as lesbian, gay and bi-sexual people.	POSITIVE	
Religion or belief: Consider and detail on people with different religions, beliefs or no belief.	POSITIVE	
Pregnancy and maternity: Consider and detail on working arrangements, part-time working, and infant caring responsibilities.	POSITIVE	Further individual risk assessments may be required.
Marriage and civil partnership status	POSITIVE	
Environment: Consider impact on transport, energy and waste	POSITIVE	
Other identified groups: Consider and detail and include the source of any evidence on different socio-economic groups, area inequality, income, resident status (migrants) and other groups experiencing disadvantage and barriers to access.	POSITIVE	Consider language or other barriers in communication.
Were any NEGATIVE impacts identified?	No	
If YES please contact the Equality & Diversity Lead to complete a full Equality Impact Assessment		