



Morley Memorial Primary School

Lettings Policy

Frequency of review:	Every 2 years
Reviewed:	Oct 2023
Reviewed By:	Lucy Price/ Nikki Brown
Next review (date):	Oct 2024

DRAFT VERSION: amended to cover new guidance on lettings and safeguarding. Changes highlighted in yellow other than changing the title Business and Community Development Manager to School Business Manager, changed throughout.

Introduction

The Governing Body regards the school buildings and grounds as a valuable community asset and will make every reasonable effort to enable them to be used as much as possible. 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. The school reserves the right to refuse bookings; the School Business Manager has discretion to accept or decline bookings with reference to the Governing Body as appropriate.

Letting of Educational Premises

Application for hiring the school premises should be made on the application form available from the School Business Manager and returned either by e-mail or to the school office.

During holiday periods, lettings may be refused in order that cleaning, redecoration and other essential work can be carried out.

The Governing Body is responsible for setting charges for the letting of school premises. These are set out in the Schedule of Charges which is available from the School Business Manager. This will be reviewed annually for implementation on 1st April each year.

Rates will vary for different types of groups and for different times. Rates are set to cover the following costs where applicable:

- Heating and lighting
- Staffing (caretaking and cleaning)
- Administration

- Wear and tear
- Use of school equipment

Hirers will be classified as follows:

COMMERCIAL – includes commercial businesses, profit making ventures, private functions and commercial fundraising events.

CHARITABLE / COMMUNITY – includes registered charities, community activities or children’s parties. These lettings cannot be organised to make a profit.

The classification of any particular Hirer is at the discretion of the Head Teacher and/or the School Business Manager. In the case of any dispute about the classification, the Hirer may appeal to the Governing Body whose decision will be final.

Income and expenditure associated with lettings will be regularly monitored to ensure that at least a “break-even” situation is being achieved.

Conditions of Hire

1. **PAYMENT** – For a one off hire, payment in full will be required on booking. Regular users (who book blocks of 10 weeks or more per year) will be invoiced termly.
2. **CANCELLATION** – Cancellations of one off bookings, or a single session for a regular letting, should be made by phone, e-mail or in writing to the School Business Manager at least 24 hours before the proposed letting, otherwise the Hirer will still be liable for the cost of letting the premises. The school will seek to recover any additional costs incurred which are unavoidable and result directly from the cancellation of a letting.

In the event of the school needing to cancel an agreed letting, as much notice as possible will be given (this should be at least one month in writing in the case of seeking to permanently cancel a regular as opposed to one off booking). However, the school will not be liable for any claim for compensation, other than the return of any advance payments / deposit money received.

All Hirers are required to give at least one month’s notice in writing to the School Business Manager if they wish to cancel a regular booking.

3. **DEPOSIT** - Some lettings may require a deposit to be paid on booking the facilities.
4. **FIRE PROCEDURES** - Hirers should familiarise themselves with the evacuation procedures for the area in which they are based including the position of escape routes, fire alarms and fire extinguishers. Notices regarding the procedures to be taken in the event of fire should be studied and the information disseminated to all people using the premises during the letting period. Fire exits must not be blocked or locked, nor should furniture, equipment or other obstructions be placed in corridors during the letting.

During school office hours (8.30am – 3.30pm), all Hirers (and their staff/volunteers) must sign in and out at the school office to ensure compliance with fire regulations.

5. **INSURANCE** - The County Council is insured only in respect of its own liabilities to third parties. **Hirers must ensure they are insured for injuries to their members and others and for theft of, or damage to, their own and County property.** Hirers must ensure the school has a copy of their current Public Liability insurance certificate for its files.

For private Hirers booking a non-commercial let, such as a children's party, on payment of an additional premium, the School is able to arrange insurance through a policy taken out by Cambridgeshire County Council. Hirers should complete the Hirers' Liability Cover form, available from the School Business Manager via the school office, to ensure they are covered for any injuries/damage which may occur whilst using the premises. This policy only covers incidental use of the premises by the Hirer. If a third party is booked to provide a service on school premises as part of the letting eg installing a bouncy castle, the third party must provide their own insurance cover for the activity which is taking place.

6. **DAMAGE AND BREAKAGES** - All damages and breakages should be reported to the school immediately. Particular care should be taken when dealing with broken glass. Hirers are responsible for any damage to the buildings, furniture and equipment. If any additional expense is incurred in the removal and replacement of furniture or any exceptional cleaning becomes necessary as a result of the use of the premises, the person hiring the building will be responsible for any such expense.
7. **SAFETY AND SECURITY** – Hirers should ensure that any equipment they bring into the school or use in the school is safe and suitable for the use to which it is put. Electrical equipment used must carry a current PAT test label. If organising an event where public order may be a problem, Hirers are to ensure that adequate precautions are taken. Consideration should be given as to the need to have stewards to prevent unauthorised entry.
8. **SAFE GUARDING** – For any lettings which involve children under the age of 18, Hirers must ensure that children are supervised at all times when using school premises (including at the beginning and end of sessions when they are dropped off and collected by parents/carers). Hirers must ensure that the appropriate staff to child ratios are implemented at all times. Hirers must take a register and are responsible for locating any 'missing' children. Hirers must confirm, by signing and dating this policy below, that they have read Part 1 of the latest Keeping Children Safe in Education document (which can be found on the following link) and that they agree to abide by all the provisions contained in it:

<https://www.gov.uk/government/publications/keeping-children-safe-in-education-2>

Hirers must provide the School with copies of safeguarding policies as a condition of hire; the agreement will be terminated on failure to comply.

Please refer to Paragraph 166-167 of Keeping Children Safe in Education and the Department for Education After school clubs, community activities and tuition safeguarding guidance for providers dated September 2023

Any safeguarding concerns that present themselves during the hire of the School premises must also be reported to the School, as soon as reasonably practical, to:

Designated Safeguarding Lead - Kay Kowalska, Deputy Head teacher

Telephone (in term time, in school hours) 01223 508786

email: office@morley.cambs.sch.uk FAO Katy Kowalska DSL

as well as following your own reporting safeguarding procedures. The Hirer understands that if the School receives an allegation relating to an incident where an individual or organisation is using school premises for running an activity for children, the School will follow the usual safeguarding procedures and inform the Local Authority Designated Officer (LADO)

9. DISCLOSURE AND BARRING SERVICE CHECKS – Hirers running a letting that involves children under the age of 18 are responsible for ensuring that they, together with any unsupervised volunteers/staff, hold an up to date clear Enhanced Disclosure provided by the Disclosure and Barring Service. Before the first use of the school premises, evidence of these checks should be made available to the school office. Please provide names, DBS Certificate numbers and Letters of Assurance to confirm the checks have been completed.
10. PHOTOGRAPHY- No photos of children are permitted unless written consent has been obtained from parents.
11. FIRST AID – Hirers are responsible for administering first aid to children and undertaking the relevant training. Hirers must collect relevant medical information and contact details from parents.
12. RISK ASSESSMENTS – The Hirer cannot rely on the school's risk assessments for any activities carried out during the letting and must complete their own risk assessments as required, relevant to the activity, which should be available to the school on request.
13. LICENCES - If Hirers require a licensed bar, they should, in the first instance, write to the Head Teacher with their request for consideration by the Governing Body; only a duly appointed Licensee may run a cash bar. There are a variety of licences that may be required for different types of function. The onus is on the Hirer to find out which are necessary and must produce documentary evidence before the letting takes place. The Hirer will indemnify the school and Cambridgeshire County Council against any action brought about by failure to obtain the necessary licence(s).

Further advice can be obtained from Cambridge City Council; lettings involving alcohol, music, singing and dancing may require a licence.
14. KITCHEN - Must be left clean and in good order if used.
15. CAR PARKING - **There is no parking available on site between 7am and 6pm (Monday to Friday).**

The school car park is also not to be used between these times to drop off or pick up anyone attending a letting at the school.

If someone attending a letting holds a current valid Blue Badge, they may park on site only if a parking space is available. No cars should be parked down the side of the school building to ensure the safety of those using our After School/Holiday Club.

The Hirer is responsible for informing all those attending their session about these restrictions and will be expected, in the first instance, to speak to anyone they become aware of who is ignoring them.

Hirers who have heavy items to drop off for their sessions may park one car on site if there is an available space or use the car park to drop off the items before parking considerably in the surrounding area.

16. NO SMOKING (INCLUDING E-CIGARETTES) IS PERMITTED IN THE BUILDINGS OR ON THE SCHOOL SITE, INCLUDING CAR PARK, PLAYGROUND, MUGA – In addition, no form of artificial smoke / dry ice may be used on the premises as this will activate the smoke alarm and result in the cost of an emergency service call out.
17. NOISE – The Hirer shall not cause any noise nuisance to neighbouring residents (including when leaving the premises) and shall behave reasonably at all times.

Finally, Hirers are asked to leave the premises in the state in which they were found.

Any breach of the Conditions of Hire could result in the letting being terminated

Please sign and date the Lettings Policy below to confirm your acceptance and understanding of all the Conditions of Hire and also complete the Lettings Agreement form in Appendix A and return to the School Business Manager via the school office.

Signed:

Print name:

Date:

If you have any further queries, please contact the School Business Manager by telephone (01223 508786) during school hours or by email (sbm@morley.cambs.sch.uk).

The phone numbers for our out of hours caretakers are 07702306469 (Clare Roberson) and 07983368211 / 01223 693834 (Tony Nairne)

Agreed by the Governing Body 23rd November, 2023