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Lettings & Hirers Policy	Issued: June 2020
Author Debbie Heffernan	Review date: June 2023
APPROVAL BY	RESOURCES COMMITTEE

Lettings & Hirers Policy

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1. General statement of policy

The Governors and Head Teacher of Alfred Street Junior School recognise that the school premises are a valuable asset in the town community of which the school is an integral part. They, therefore, accept in principle that the facilities should be made available, but there should be no detrimental effect on the fabric of the property, the school’s reputation, or its finances.

All lettings shall be covered by the conditions below the conditions of hire and relevant attachments to those conditions. The Governors reserve the right to refuse any application for hire. The Governors reserve the right to terminate any lettings contract, by giving not less than seven days’ notice, if any part of the conditions of hire is not met, by the hirer.

2. Statutory Use of Premises

The free use of community and voluntary controlled schools is allowed by statute for certain purposes, which are;

- Parliamentary Elections
- County Council, District Council and Parish Council Elections
- Parish Meetings and Parish Council Meetings
- Meetings held by candidates for Parliamentary or Local Government Elections
- Surgeries organised by County Councillors

When used for these purposes, the “premises” element of the hiring charge cannot be made, but charges for heating and lighting, site supervisor and administration should be made.

Schools will need to make their own arrangements to collect the fee directly from the Council/organisation concerned.

3. Equalities

Governing Bodies should be aware of the NCC Equalities Policy [1] which is available for reference on the Council’s website. Governors are advised to take care where possible not to allow the letting of school premises to organisations whose objectives are known to be in breach of the Council’s policy or of equalities legislation generally.

4. Charges for the Hire of Education Premises

The increased use of school premises is likely to result in additional costs being incurred. These additional costs are not usually covered by the school’s delegated budget. The Governing Body needs to cover the additional costs by charging the users. A scale of charges needs to be developed by the Governing Body and, whilst schools can now determine their own rate for charges for hire, it is recommended that the following factors are taken into account:

- Whether to have one scale of charges for block-bookings of regular events (e.g. weekly clubs) and another scale for one off events.
- Whether to offer free or subsidised use to community/vulnerable groups. In this situation, the actual cost of use must be identified from a budget available to the governing body. This may include extended schools funding and/or income generated from hirings.
- Whether to vary the scale of charges for commercial and not-for profit organisations. Any profit made through commercial hirings could be used to subsidise the cost of extended schools activities.
- It is recommended that hiring by private organisations or individuals for social occasions (e.g. dances, parties, concerts etc.) should be subject to the full hiring charge, consisting of premises, caretaking, heating and lighting and administration.

The Governing Body will need to apply an open and consistent charging policy that can be publicly shared.

The charges levied must be consistent (i.e. no two groups to be charged different prices for the same circumstances). The charges must be written down, made publicly available, reviewed and approved by the Governing Body on an annual basis.

Governors should approve in writing, those groups/individuals granted free or subsidised use. The charges for hiring of school premises should be made up of the following elements:

- a. **Premises** – This covers wear and tear on the building and equipment, and the cost of any additional clean up or clearing away not undertaken by the site supervisor.
- b. **Heating and Lighting** – These charges should normally be applied during the heating season i.e. October to April (inclusive) and cover the cost of heating and lighting the rooms used.
- c. **Administration charge** – This reflects the administrative staff time and cost involved in booking hirings, collecting income, and dealing with any queries. A flat rate charge per hiring (or block of hirings) is recommended.

5. Insurance Requirements

For one off hirings the hirer can either follow the above advice for regular hirings, or apply to the NCC Insurance Team for cover on a one off basis by completing a 'Third Party Insurance - Limit of Indemnity £1,000,000' form (see Appendix 3). This allows the hirer to insure the event to the value of £1,000,000 via the NCC's insurers. The current cost of this cover is £10 per function. The form must reach the NCC Insurance Team at least one week before the proposed hiring to enable them to affect the cover. A confirmation of cover note will be sent to the hirer and the school concerned.

Friends of Alfred Street – Friends of Alfred Street and similar bodies are not automatically covered by NCC insurance. All such groups must take out their own public liability policy in their name to protect themselves against claims made in respect of their negligence for incidents that may occur during events that they have organised and are responsible for.

6. Arrangements for Paying in Income

All income derived from the hire of premises must be paid into the delegated school budget.

FMS6 Income Code: J6402 – Lettings

7. VAT on Hirings

It is important that schools and colleges ensure that the correct VAT liability is applied to lettings income, and that this income is correctly coded. The VAT treatment of lettings income is routinely checked by Internal Audit and HMRC.

As a general guide, room hire is exempt from VAT but the hiring of sports facilities is standard-rated.

8. Alcohol and entertainment on school premises

The Licensing Act 2003 [2] now controls the sale and supply of alcohol, the provision of regulated entertainment and the provision of late-night refreshment. Hirers are responsible for

arranging their own licences as necessary and must provide a copy to the school before the event takes place.

9. Fire Safety

The Regulatory Reform (Fire Safety) Order 2005 [3] came into force on 1st October 2006 and places a responsibility for carrying out a Fire Risk Assessment on the “responsible person” for every property.

The definition of “responsible person” covers the employer if the workplace is to any extent under their control, or the person who has control of the premises.

Where parts of a school are hired to outside organizations for regular programmed activities/meetings, e.g. youth clubs, scout groups, pre-school groups, there will be a need for a fire risk assessment to be carried out by an appropriate person for that group in conjunction with a representative from the school and a copy presented to the governing body.

Following this there will need to be appropriate cooperation and coordination between the Hirer and the school to ensure all issues have been covered. This will also give opportunity for the school to inform the hirer of their responsibilities, e.g. checking fire exit doors are unlocked and fire extinguishers are available. If Governing Bodies allow the premises to be hired they retain overall responsibility. However, some of the checking responsibilities should be passed to the hirer under their hiring agreement to carry out these checks on the day they use the premises.

There may also be occasional one off hires, e.g. birthday parties. In this case there is the need for the school to ensure that appropriate management of the hiring takes place. If necessary an appropriate risk assessment will be carried out by the school on the Hirer’s behalf and control measures will be implemented. For example, the one off hiring may be accompanied and monitored by a member of the site staff who has thorough knowledge of the school’s emergency planning.

(For further information please contact the NCC Health & Safety Team via healthandsafety@northamptonshire.gov.uk)

REVISED SCHEME FOR LETTINGS

November 2019

10. Letting of Premises – scale of payments and conditions

The site agent carrying out duties connected with the use of premises at weekends or after 5.30pm Monday to Friday shall be paid in accordance with the following conditions:

Lettings shall be divided into two categories:

Group A - Lettings where the school governors or the Authority requires the full-time attendance of the site agent.

Payments to be as follows:

- periods before 5.30pm (Mondays to Fridays) no payment;

- periods after 5.30pm (Monday to Fridays, Saturday, Sundays and Statutory or Concessionary holidays) payment (Minimum 1 hour) at overtime rates for the period which attendance is required.

NOTE:

The Unsocial Hours Supplement of 1/5th of the basic hourly rate to also apply to hours actually worked between 8.00pm and 6.00am.

Group B - Lettings where the school governors or the Authority do not require the full-time attendance of the site agent.

Payments to be as follows:

- periods before 5.30pm (Mondays to Fridays) no payment
- periods after 5.30pm (Monday to Fridays Saturdays, Sundays and Statutory or Concessionary holidays) payment at overtime rates for 1 - 2 hours for unlocking and locking the premises 1 hour at overtime rates.

NOTE

1. The above payments take account of the Unsocial Hours Supplement and no further payments shall apply.
2. The rate of pay to be used for the payments set out in Appendix 1 shall be the normal hourly rate of the individual site agent.
3. All lettings will fall within Group B unless the Head or Governors of the school require the full-time attendance of the site agent. This will be confirmed at each letting request.
4. The East Midlands Provincial Council considers that the site agent has a contractual obligation to perform a reasonable number of lettings. Authorities and therefore heads of schools should accept for their part that an adequate number of free evenings and weekends should be provided, and that sufficient notice should be given. In this connection, the East Midlands Provincial Council considers that a site agent should not be required to undertake duties in connection with lettings on both Saturdays and Sundays where a 5-day week is worked. The arrangements to apply in individual cases are a matter for local consultation. It is generally accepted that a "reasonable" number of lettings equates to 4 lettings per week Monday to Saturday. However, under this revised agreement, this will only include A lettings on Saturdays. B lettings on Saturdays will be optional and site agent will be free to choose whether or not they service these lettings. In the event of the site agent being unable or unwilling to undertake a particular letting or lettings, the Authority and therefore the head shall have discretion to employ such other resources as may be necessary. In such cases, the site agent is relieved of his custodianship responsibilities in connection with that letting.
5. The site agent must inform Head Teachers of any foreseeable events/dates where it will not be possible for them to service lettings.
6. (a) When site agent is required to open and close premises for contractors' workforce on a Saturday, Sunday or Statutory Holiday, they should be paid one hour at overtime rates.

(b) Where the site agent's full-time attendance is required while contractors' workforce are on site on a Saturday, Sunday or Statutory Holiday, payment will be made for the whole period involved at overtime rates, subject to a minimum payment of one hour at overtime rates.

7. Claims by site agent in respect of evening and weekend duties should be submitted and paid on a monthly basis.

11. Conditions of Hire Relating to Alfred Street

1. All hirers will be required to complete a lettings form, regardless of whether a lettings fee is to be charged or not.
2. It is the responsibility of a hiring club to ensure all supervising adults have DBS clearance or that children are accompanied by their parent/carer.
3. To establish their credentials hirers must make a copy of relevant documentation available to the school. Where the hirer is using the school building on a regular basis involving minors, Form X clearance must be obtained and a copy made available to the school.
4. The premises may not be used for any purpose or function that may be considered detrimental to the School's image. The hirer shall not use the premises for any purpose other than that agreed.
5. A deposit of £50 should be paid to the School when the hiring agreement is signed. This deposit will be returned soon after the end of the agreement if no expenses have been incurred by the school because of loss or damage in consequence of the hirer's use of the school.
6. Hirers must hold their own employer/public liability insurance of at least £1 million (one million) and must make a copy of the relevant documentation available to the school. In such cases, claims should be made in writing to the hirer.
7. The total fee for the booking must be paid not less than 7 calendar days before the date of hire. Charges are set out in Appendix 1.
8. Cancellation:
 - (a) Cancellation by the Hirer must be made in writing and received by the Head Teacher at School not less than seven days before the date of hire. In the event of a cancellation after this time, any refund of the fee will be at the discretion of the Finance and Personnel sub-committee.
 - (b) The hirer agrees that, in the event of unforeseen circumstances, the school or authority may cancel the hiring by giving not less than seven calendar days written notice to this effect. Alternative dates will be offered wherever possible, or if agreement cannot be reached, the hire fee will be refunded in full. Neither the governors nor the authority accepts responsibility for any loss or expenses incurred by the hirer in the event of cancellation.
9. The hirer may not sub-let the school.

10. The hirer must observe the hours of the letting and should arrive and leave at the agreed times. The period of hire to include any setting-up and clearing away time.
11. The premises should be vacated no later than 12 midnight, except by prior arrangement with the school.
12. The hirer is responsible for obtaining and complying with any licences that may be required by law.
13. All hirers and users are restricted to the defined areas during the hiring. **No smoking is permitted anywhere in the school buildings.**
14. The hirer must observe such Health and Safety conditions as are required by the local authority. It is the hirer's responsibility to familiarise themselves with the location of fire alarms and extinguishers, exit doors and escape routes. Safety devices must not be tampered with except in an emergency. Hirers are required to obtain the use of a mobile telephone.
15. The maximum numbers permitted by the Fire Authority must not be exceeded. They are:

Upper School hall - closed seating	70
Upper School hall - standing/disco	140
Upper School hall - formal dining	40
Lower School hall – closed seating	45
Lower School hall – standing/disco	80
Lower School hall – formal dining	25
16. Hiring for car boot sales will only be considered for school promoted events.
17. The use of the premises by the Friends of Alfred Street for the benefit of the school will not be charged for except where the school requires the full-time attendance of the site agent. In such circumstance, the letting will be regarded as an A letting and a fee will be charged.
18. Hirers may not advertise events in any form on the school premises, except with the governors' permission, apart from reminders to parents of events organised by the Friends of Alfred Street or the school.
19. No performance of copyright works is permitted on school premises unless the hirer produces relevant documentation to the governors at least three days before the event. The official receipt or permit of the composer, author, their heirs or the Performing Rights Society Ltd. to the performance must be shown. All persons hiring the premises shall indemnify the Local Authority and the Governors against any claims made, or other liability in respect of any performance in breach of this regulation.

The governors reserve the right to refuse to accept any application for hire.

12. Safeguarding

Safeguarding our children is our priority – see Child Protection and Safeguarding Policy [4].

If the Hirer is working with children they must follow the guidance issued in Working Together to Safeguard Children 2018 [5]:

“It will be necessary for the hirer to undergo an enhanced DBS check if a particular letting involves contact with children and young people. It is the responsibility of the hirer, as advised by the Headteacher, to ensure that they have complied with this requirement and any relevant Northamptonshire Safeguarding Children Board (NSCB) [6] requirements for working with young people. When there is a requirement for DBS checks on associated staff to be undertaken, the Hirer must keep appropriate records in line with current Safeguarding and Child Protection best practice and report to the school any safeguarding concerns which may arise.

The Hirer will be required to provide evidence that DBS checks have been carried out on request. They will also be expected to show they have robust Safeguarding arrangements in place and that there is a named “designated person” for referring Child Protection and Safeguarding concerns. The policies and procedures related to Safeguarding and Child Protection should be robust enough to stand up to scrutiny in line with the expectations of the school. National organisations may have their own safeguarding policies and procedures that stand up to scrutiny and the school should satisfy themselves that the person responsible for the lease is fully aware of NSCB and school policies and procedures as well.

Where the hirer is providing sporting activity or coaching, valid and current First Aid certificates must be in place when school First-Aiders are not present.

A certificate of public liability insurance must also be in place for the provider. Coaches working for that provider must also be able to show evidence of public liability cover if that is a requirement of their role within the organisation that is hiring or letting the school or academy premises.

An initial Safeguarding meeting may be appropriate prior to the beginning of a lease, to allow a briefing on how to report a Child Protection concern in Northamptonshire and how to contact the Designated Officer at the Local Authority (previously known as the LADO) if there is a concern about the suitability of an adult to work with children, meeting the criteria stated below –

1. Behaved in a way that has harmed a child, or may have harmed a child;
2. Possibly committed a criminal offence against or related to a child;
3. Behaved towards a child or children in a way that indicates they may pose a risk of harm to children.

The person or group that is responsible for the hire or letting should be given the link to the NSCB website and made aware of the contact numbers for reporting a concern about a child.”

The school must also be made aware of any safeguarding concerns that become apparent during the course of the lease.

“All schools are expected to pay due regard to the Prevent Duty 2015 [7] and as such should not hire or lease school premises or facilities to groups that have extreme ideologies, viewpoints or links. If a school becomes aware of a Prevent concern regarding a group or individual using their premises and facilities or applying to do so, they should report their concerns through 101, through Children’s social care or Adult services or through any other official reporting routes available to them.”

All hirers working with children or young people also ensure that they are following guidance in the following documents:

- Keeping Children Safe in Education 2019 [8]

- Alfred Street Junior School Child Protection and Safeguarding Policy 2019 [9]

13. References

- [1] Northamptonshire County Council, "Northamptonshire County Council Equality Policy Statement," [Online]. Available: [https://www.northamptonshire.gov.uk/councilservices/council-and-democracy/equalities/Documents/The%20NCC%20Equality%20Policy%20Statement%20\(2\).pdf](https://www.northamptonshire.gov.uk/councilservices/council-and-democracy/equalities/Documents/The%20NCC%20Equality%20Policy%20Statement%20(2).pdf). [Accessed 29 May 2020].
- [2] legislation.gov.uk, "Licensing Act 2003," 2003. [Online]. Available: <https://www.legislation.gov.uk/ukpga/2003/17/contents>. [Accessed 29 May 2020].
- [3] legislation.co.uk, "The Regulatory Reform (Fire Safety) Order 2005," 2005. [Online]. Available: <https://www.legislation.gov.uk/uksi/2005/1541/contents/made>. [Accessed 29 May 2020].
- [4] Alfred Street Junior School, "Child Protection and Safeguarding Policy," 2020.
- [5] gov.uk, "Working Together to Safeguard Children 2018," July 2018. [Online]. Available: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779401/Working_Together_to_Safeguard-Children.pdf. [Accessed 29 May 2020].
- [6] Northamptonshire Safeguarding Children Partnership, "Northamptonshire Safeguarding Children Partnership," [Online]. Available: <http://www.northamptonshirescb.org/>. [Accessed 29 May 2020].
- [7] gov.uk, "Prevent duty guidance," April 2019. [Online]. Available: <https://www.gov.uk/government/publications/prevent-duty-guidance>. [Accessed 29 May 2020].
- [8] gov.uk, "Keeping children safe in education," 2 April 2020. [Online]. Available: <https://www.gov.uk/government/publications/keeping-children-safe-in-education--2>. [Accessed 6 May 2020].
- [9] Alfred Street Junior School, "Child Protection and Safeguarding Policy," 2020.

Appendix 1. Charges

Alfred Street

CHARGES FOR THE HIRE OF SCHOOL PREMISES – A Lettings (with the site agent in attendance)

HOURLY CHARGES FOR THE HIRE OF SCHOOL PREMISES/GROUNDS - B Lettings (without the site agent in attendance)

<u>HALL AND TOILETS</u>	<u>Full A</u>	<u>Concessionary</u>
Monday - Friday	£16.00	£8.00
Saturday/Sunday/Bank Holiday	£20.00	£15.00
(Occasional bookings only by negotiation)		
<u>KITCHEN</u>	£6.00	£3.00
<u>Special Setting up Charge</u>	£7.00	Negotiable
<u>Security Deposit</u>	£50.00	

HOURLY CHARGES FOR 'A' LETTINGS ARE SUBJECT TO INDIVIDUAL NEGOTIATION BETWEEN THE HIRER AND THE HEAD TEACHER / RESOURCES COMMITTEE

Groups to whom lettings approval has been given is reviewed annually; new ones are considered for approval as the request arises.

Appendix 2. Application to Hire Premises / Grounds form

(To be renewed annually from the initial date of hire)

This form is an application by the applicant(s) to hire the school on the conditions and payments set out in the hiring policy or referred to below. It forms a contract on written acceptance by the school.

Name of Applicant: Tel No.

On behalf of (Name of Organisation)

Address Post Code

PARTS OF PREMISES REQUIRED:

IF KITCHEN REQUIRED, GIVE NAME AND ADDRESS OF CATERER:

Tel No.

Day and Date of Hire:..... Hours: from to.....

Purpose of Hiring:

Approximate Numbers Attending:

Other information:

Insurance Company:

Policy Number:

I/We apply to hire the parts of the school premises defined subject to the conditions of hire which I/we have read and which I/we agree to be bound.

Applicant's signature: Date:.....

Agreed:..... CHARGE: £..... (To be paid to the school)

This form to be returned to the Head Teacher at Alfred Street, Rushden, Northants.

Any cancellation to be notified in writing to the Head Teacher.

APPENDIX 2 Application To Hire Of Premises / Grounds form (back)

TERMS AND CONDITIONS RELATING TO THE PRIVATE HIRE OF EDUCATION PREMISES

1. All applications for the use of education premises must be received by the Head Teacher of the school concerned in writing at least seven clear days prior to the proposed date of use.
2. Notice must be given of any cancellations by either party – the latest time for weekday bookings is 4pm on the day of booking and for weekends 4pm on the proceeding Friday for unforeseen circumstance but longer notice should be given if possible. The seven day notice period for return of deposit still applies.
3. Use of outdoor areas is at the discretion of the school. Bookings are accepted only on the basis that they may be cancelled by the school at any time if the area is unsuitable for use.
4. The wearing of any footwear which may damage the floor surface is prohibited.
5. The Governors shall have discretion to make regulations about the consumption of alcohol and smoking subject to any directions that may be made from time to time by the NCC Director Customers, Communities and Learning. Smoking is not permitted anywhere in the building.
6. It shall be the case that all hiring arrangements shall be subject to the general regulations of the County Council affecting the use of educational premises and the requirements of Phonographic Performance Limited relating to the public use of sound recordings. Governors should also satisfy themselves that adequate child safeguarding arrangements are in place as appropriate.
7. The hirer is responsible to NCC for the cost of repair or replacement of any property belonging to the local authority which is damaged or destroyed during or in connection with the occupation of the school premises.
8. The hirer shall have in force a third party insurance policy with a limit of liability of £1,000,000 and provide evidence of such to the Head Teacher.
9. Regular hirers are required to complete a new booking form each year in September.
10. No booking will be accepted from any person under 18 years of age.

11. Safe use of portable electrical equipment

All electrical equipment brought onto the Authority's premises for use by the hirer shall be suitable for a 240 volt 50 hertz electricity supply, in sound mechanical and electrical condition and fitted with the correct fuses.

All electrical equipment brought onto the premises by the hirer must be plugged into those sockets where available which are marked to show they are protected by residual current devices.

The Authority will not be liable for any accident caused by defective equipment brought onto the premises by the hirer. Hirers are encouraged to provide and use their own portable residual current devices for their own protection.

Appendix 3. Insurance form

NORTHAMPTONSHIRE COUNTY COUNCIL THIRD PARTY INSURANCE - LIMIT OF INDEMNITY £1M

Name of Group

Signature of Hirer Print Name

Address of Hirer Post Code

Contact telephone number

Day and Date of Hire: from to.....

Name and Address of Establishment Hired Post Code

1. Estimated total attendance

2. Details of activity (Give brief details)

3. Details of any catering arrangements (if any)

4. Is the car park to be used? YES / NO

5. Will you be making a charge for parking facilities? YES / NO

6. Estimated number of vehicles attending

(NOTE Liability arising out of use or possession of vehicles is not covered)

7. Has any claim been made against you in respect of liability? YES/NO

- If yes please give details:

8. Has any committee member or voluntary helper been injured in connection with a similar event? YES/NO - If yes please give details:

9. Have you ever been refused liability insurance? YES/NO

Declaration

Please check your proposal carefully before signing the declaration below.

I/We declare that the above answers are true to the best of my/our knowledge and belief and that all material factors affecting the assessment of the risk have been disclosed. I/We agree that this proposal is for insurance in the standard terms and conditions of the insurer's policy and shall be the basis of the contract.

Proposer's signature Print Name

Date

Liability for the Insurers does not commence until the Proposal has been accepted by the insurers



APPENDIX 3 Insurance form (back)

GUIDANCE NOTES FOR COMPLETING THE PROPOSAL FORM

1. The insurance provides Public Liability cover for individuals, clubs and associations who do not have their own insurance to cover the hire of the County Council's educational establishments.
2. The Hirer should complete this form in full only when no other insurance is available.
3. The insurance covers the Hirer's liability for risks associated with the hire stated overleaf with a limit of indemnity of £1m.
4. This form and premium of £10 per function must reach the NCC Insurance Team prior to the date of the hire. Cheques should be made payable to "Northamptonshire County Council".
5. Confirmation of cover will be forwarded direct to the hirer when the risk has been accepted.
6. All claims arising from the hire stated overleaf must be made in writing to the NCC Insurance Team, P O Box 225 John Dryden House Northampton NN4 7DF
7. All enquiries relating to this insurance should be directed to the NCC Insurance Team on 01604 237037 or NCC-Insurance@northamptonshire.gov.uk
8. THIS FORM TOGETHER WITH THE PREMIUM OF £10 PER FUNCTION AND ANY RELATED CORRESPONDENCE, SHOULD BE FORWARDED TO THE NCC INSURANCE TEAM, PO BOX 225 JOHN DRYDEN HOUSE NORTHAMPTON NN4 7DF

