

ALDERMAN RICHARD HALLAM PRIMARY SCHOOL

Lettings Policy



Lettings Policy

Policy

- a) Proper procedures must be adhered to for all lettings.
- b) Controls will be in place for fair use of the school premises.
- c) All lettings' forms will be held by the Finance Manager.

Procedures

- All lettings must be requested in advance and a lettings form completed and returned to the school for authorisation.
- A copy of the hirers' public liability insurance certificate is required.
- Lettings must be paid for at least 14 days before the hiring is to take place.
- During the period of the hiring, the hirer shall be held responsible for all damages, losses, claims and costs arising out of use of premises.
- All hirers must adhere to school regulations as set out on the lettings form.
- The premises shall not be hired to particular organisations, which are detailed on the lettings form (Appendix A).
- All hirings may be cancelled at any time by the School, its Governors or the Council, if in their opinion the organisation for which the premises is hired has racist or otherwise discriminatory policies.
- If the hirer cancels the hiring of the premises for any of the dates requested, then the Governors are entitled to retain the whole of lettings fee paid.
- Lettings charges raised are in line with LA lettings rates, which should be updated each new financial year if applicable.
- Where a discretionary rate is deemed appropriate, i.e. promoting community use of the facilities, the charge must have been authorised by the Finance Committee and Governing Body.
- All hirers using the school premises are required to produce a valid DBS for all staff involved with the letting when provision is made, or, the school is recommending the Provider to pupils or parents. If a valid DBS cannot be produced, the individual concerned will not be allowed onto the school premises until a valid DBS check is produced.
- In line with LCC policy and procedures, a DBS will not be accepted if it is older than 3 years for any activity held on the school site.

APPENDIX B: CONDITIONS OF HIRING AND INDEMNITY

LEICESTER CITY COUNCIL

CHILDREN & YOUNG PEOPLE'S SERVICES

THE GOVERNORS OF ALDERMAN RICHARD HALLAM PRIMARY SCHOOL

CONDITIONS OF HIRING AND INDEMNITY

It is the responsibility of the school:

To inform the hirer of any significant health and safety risks to them and the preventative and protective control measures in place and measures taken for the benefit of the safety of all occupants.

To provide the hirer with appropriate instructions and relevant information regarding actions to be taken in the event of a fire and any preventative measures that need to be maintained by the hirer.

It is the responsibility of the hirer:

1. To co-operate with the school and its representatives to comply with all health and safety requirements and prohibitions imposed upon them by the school and the Council or under all relevant health and safety laws. You must inform the school of any significant risks that may be introduced as part of the hire, i.e. additional equipment brought onto the premises, the number, age and ability of people in attendance.
2. To provide the school with the names of responsible person(s) and to ensure that person or persons are present at all times throughout the duration of the hiring.
3. To ensure that the only activities that take place on the premises are as stated herein and defined in the undertaking and that the activities forming part of the undertaking remain within the part of the premises for which the hiring takes place.
4. To make yourself familiar with the emergency procedures including fire safety arrangements and ensure users of the premises are aware as necessary. Also, to ensure a suitable means of contacting the emergency services in the event of an emergency.
5. To ensure that all instructions as provided by the school or the Council either written or verbally are followed.
6. Not to interfere with or misuse anything provided in the interests of health, safety or welfare.
7. To ensure the health, safety and welfare of persons involved or attending the school as part of the undertaking as far as is reasonably practicable.
8. To report any defects or Health & Safety issues to the school, in writing within 48 hours.

The hirer also agrees to:

9. Indemnify the Council and the school against the consequences of any unauthorised performance of a copyright work during the period of the use of the school and to complete the returns by the Performing Rights Society.
10. To pay the hire fee in full at least 14 days before the hiring is to take place. Payment can be made by BACs. If the payment is not made by the due date, then the Council and/or the school reserve the right to cancel the hiring.
11. During the period of hiring, the hirer shall be held responsible for all damages, losses, claims and costs arising out of the use of the premises, and shall indemnify the Council and the school for any claims arising from accidents, whether fatal or otherwise, to any

employee or agent of the Council and to any member of the public and to any third parties, caused as a result of the hiring, except where due to negligence of the Council, its servants or agents. Written evidence of public liability insurance must be provided prior to the date of the first hiring which covers the period of hire and which confirms a limit of indemnity of at least £2M.

12. To adhere in full to the following regulations:
 - a. No preparation may be applied to the floors
 - b. Intoxicants shall not be bought on to the premises.
 - c. No interference with school equipment
 - d. Fires and stoves shall be left safe with the minimum of fire burning, and no interference with a central heating apparatus shall be allowed.
 - e. The premises shall be vacated at the time stated.
 - f. The premises shall be vacated in a clean and tidy condition.
13. The Council and/or the school may cancel any hiring, if in their opinion, the organisation for which the premises are hired engage in activities, or have adopted policies, which are in opposition to the Council's policies or which, in the absolute discretion of the school or the Council, are of a discriminatory or racial nature, regardless of the stated reason for hiring the premises. In such an event the Council and school shall incur no liability to the hirer whatsoever, other than the return of any fee paid in respect of such cancelled engagement.
14. If the hirer cancels the hiring of the premises for any of the dates shown overleaf, then the school will be entitled to retain the whole of the hire fee paid in respect of the cancelled hiring. If notice of the cancellation of a hiring is received by the school at least 14 days before the hiring was to take place, then the school may at its absolute discretion repay the hirer an amount not exceeding 90% of the hire fee.

To

The application for hire of accommodation at Alderman Richard Hallam Primary School namely:

On date(s).....

Has been APPROVED/REFUSED subject to.....

Will you please forward a fee of £..... by

Date:..... Headteacher:.....

As the responsible person for the event/function, etc. you have legal duties with regards to the safety of those persons assisting or attending the event.

Before the event or function you should be aware of:

- **Action to be taken in relation to a security incident**
- **Reporting issues**
- **Who to**
- what fire protection systems are present;
- how a fire will be detected;
- how people will be warned if there is a fire;
- what staff should do if they discover a fire;
- how the evacuation of the premises should be carried out;
- where people should assemble after they have left the premises and procedures for checking whether the premises have been evacuated;
- identification of key escape routes and exits, how people can gain access to them and escape to a place of safety;
- arrangements for fighting fire;
- specific arrangements, if necessary, for high fire risk areas;
- how the fire and rescue service and any other necessary services will be called;
- procedures for meeting the fire and rescue service on their arrival and notifying them of any special risks, e.g. the location of highly flammable materials;
- what instruction employees or helpers need and the arrangements for ensuring that this training is given;
- limitation on numbers of people;
- any chains and padlocks which need removing from fire exits, etc.;
- exit doors which are required to be in the open position are secure; and
- checking that all escape routes are clear of obstructions and combustibles.

Before the event or function you should decide:

- the arrangements for fighting fire;
- the arrangements for means of escape for disabled persons;
- the duties and identity of staff who have specific responsibilities if there is a fire;
- the arrangements for the safe evacuation of people identified as being especially at risk, such as contractors, those with disabilities, children, members of the public and visitors;
- how you will proceed if life safety systems are out of order, e.g. fire-detection and alarm systems, sprinklers or smoke control systems;
- who will be responsible for calling the fire and rescue service and any other necessary services;
- who will meet the fire and rescue service on their arrival and notifying them of any special risks, e.g. the location of highly flammable materials; and
- your plans to deal with people once they have left the premises, especially children.

At the start of the event or function you should notify all those present about:

- the emergency warning signal;
- who is supervising and how to identify them;
- location of exits and escape routes;
- taking only valuables immediately to hand but not to go to collect other belongings;
- the location of muster points;
- what will happen after that (e.g. re-entry to the building); and

- the no smoking laws.

During the event or function you should ensure that:

- escape routes and exits do not become blocked;
- noise levels cannot drown out the fire alarm;
- if necessary, the number of persons in your premises is limited or controlled;
- no flames are lit (unless previously authorised by the school e.g. candles);
- where naked flames are present, that combustible material is kept clear;
- rooms do not become overcrowded; and
- the no smoking laws are adhered to.

The above list is for example only and will need to be specific to any particular venue or premises.

If the school or the Council has failed to supply details of health and safety risks and the preventative measures required thereto, please contact the school prior to the first date of hiring to obtain details.