

LETTINGS POLICY

Introduction

The Vine Trust South Essex Local Board (LB) regards the school and its facilities as a community asset and will make every reasonable effort to enable them to be used as much as possible.

However, the overriding aims of the LB with regard to lettings are:

- ⇒ to support the school in providing the best possible education for its students;
- ⇒ to maintain the good condition of the site;
- ⇒ to support the community cohesion of the local area;
- ⇒ to maintain the good name and reputation of the school;
- ⇒ to maintain good relations with the school's neighbours;
- ⇒ to support the financial interests of the school.

Any lettings will be considered with these factors in mind.

Day to day responsibility for lettings is delegated to the Headteacher.

Lettings

A **Letting** is defined as any use of the school facilities by parties other than the school and its partners.

The **Hirer** is defined as the named individual on the letting agreement and is responsible for ensuring compliance with terms and conditions and for payment of all charges in respect of the letting.

If there are any concerns about the appropriateness of a particular request for a letting the matter will be referred to the Chair of the Local Board who has the right to refuse a booking.

Lettings are agreed on the understanding that clients publicise their service(s) as a private concern only; they must not in any way be associated with the Orsett CE Primary School name.

Bookings should not be considered as confirmed until a signed letting agreement has been received.

Charges

Charges are reviewed annually by the LB and any changes to those charges will be effective from subsequent 1st September. Payment must be made in advance of the letting. In the event of cancellation of the letting by the Hirer the following charges will apply:

Within four weeks of the letting date	25% of the total charge
Within two weeks of the letting date	50% of the total charge
Within one week of the letting date	100% of the total charge

Safeguarding and The Prevent Duty – to be read by everyone involved in lettings

- ⇒ All children and young people have the right to grow up in a safe and caring environment, which includes the right to protection from all types of abuse.
- ⇒ Children and young people have the right to expect adults in positions of responsibility to do everything possible to foster these rights.
- ⇒ The *Hirer* will be expected to sign a form to say they have read and understood the Keeping Children Safe in Education (part 1)
- ⇒ The Hirer will be expected to sign a confidentiality agreement in line with the school's policy.

Orsett CE Primary is committed to supporting the Government's Prevent Strategy and will comply with its duty to prevent people being drawn into terrorism and to counter extremism. The school will identify risk and work with local partners to prevent radicalisation and terrorism. We will not hire or let the school to any individual or group that we feel would be in conflict with our duty under the Prevent Strategy. The school expects all hirers and their representatives to share this same commitment.

The *Hirer* must ensure that:

- ⇒ where a letting involves children and young people, they have appropriate safeguarding policies and procedures in place. This includes ensuring that Enhanced Disclosure and Barring Service checks have been carried out.

'God's word is a lamp to guide my feet and a light for our path.' Inspired by Psalms 119.105

- ⇒ they keep appropriate records and report to the school any safeguarding concerns which may arise.

The LB reserves the right to:

- ⇒ require the *Hirer* to produce evidence that such checks have been carried out on all persons, to review safeguarding policies and procedures and to impose any additional requirements they consider appropriate.
- ⇒ expect this information to be available immediately upon request.
- ⇒ cancel the agreement, if they are not satisfied, and there will be no liability to the *Hirer* other than to refund any payment made.

Health and safety

The *Hirer*:

- ⇒ must make themselves aware of the school's Health and Safety policy and take reasonable care of their own health and safety and all those involved in the letting.
- ⇒ is responsible for familiarising themselves and all those involved in the letting with procedures for evacuation of the premises, escape routes, assembly points, position of fire alarms, fire-fighting equipment and telephones.
- ⇒ is responsible to make their own arrangements for first aid.
- ⇒ is responsible to inform the Site Manager of any fault, damage or other problem discovered during the letting.

Orsett CE Primary School is responsible for:

- ⇒ ensuring that the means of access or exit are safe for the use of the *Hirer* and that equipment used by the *Hirer* is safe.

The whole of the school site, including all buildings and all grounds, is a non-smoking area and smoking is not permitted at any time.

No animals or pets, with the exception of assistance dogs are allowed within the buildings or on the school site.

Orsett CE Primary School site supervision

A Site Manager will be on duty during all lettings and can be contacted on a number which will be provided by the school when the letting is approved.

Lettings Decision Making

At present the School does not have a policy on circumstances relating to whether or not to let the School Premises and each request will be dealt with on a case by case basis. As an aid to making this decision the following rules shall apply:

- ⇒ The School premises other than the School Hall and relocatable classroom are not considered appropriate for letting to third parties.
- ⇒ The capacity of the Hall for hiring purposes is 150 persons

Fees and Charges

Organisation	Fee
P.T.A. (OPT_IN) and fund raising events for the school	N/A
Nonprofit making events ⇒ School Hall ⇒ Relocatable (with kitchen facilities)	£20 per hour £25 per hour
Profit making events – School Hall only	£25 per hour

- ⇒ If the lettings are mainly for the benefit of the pupils of the school the fees can be negotiated.
- ⇒ Additional fees for Site Manager costs may occur for evenings and weekends

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Terms and conditions of lettings

1. The *Hirer* agrees that all relevant requirements will be complied with and that all persons involved in the letting will be advised of these terms and conditions.
2. The *Hirer* is responsible for the supervision of the letting and must ensure that a responsible person is present on the premises at all times during the letting.
3. The *Hirer* is responsible for obtaining any licences necessary in connection with the letting.
4. School facilities **must not** be used for any illegal or immoral act or purpose, inconsistent with the beliefs and practices of the Church of England.
5. Use of school facilities **must not** interfere with educational use or cause disturbance within school or to our neighbours. The *hirer* is responsible for ensuring the good behaviour of all those attending the activity. Children and young people must be supervised at all times.
6. Users of school facilities must not harass, abuse or threaten any person on or around the school site in any way.
7. The *hirer* agrees not to act or communicate in a way that could potentially bring the school into disrepute, including in writing, on social media or in any other way.
8. School facilities may only be used for the purpose, length and time specified in the booking, which includes setting up and clearing away. The *Hirer* must ensure that only the areas hired are used.
9. The *Hirer* is responsible for ensuring that the letting finishes at the agreed time. Additional charges may be made for lettings that exceed the times booked.
10. No use may be made of school equipment without the prior agreement of the school.
11. The *Hirer* agrees that no (electrical) equipment will be used without prior approval and that the installation of the *Hirer's* equipment will be carried out by competent personnel. Electrical equipment must carry a current PAT test label.
12. General school policy is that we do not permit filming/photography on site. Where the school is required to be used for this purpose, prior permission must be sought from the LB. All requests will be considered on a case-by-case basis and a decision made. In the event permission is granted, it will only be on the proviso that the school is not identified nor any of its students and staff in the filming or photography.
13. The *Hirer* must leave the areas used clean and tidy. Failure to do so will result in extra charges being made for cleaning.
14. The *Hirer* accepts full responsibility for any damage to or theft of the school's property that occurs during the letting. Any damage to school facilities must be reported immediately to the Site Manager.
15. Orsett CE Primary School accepts no liability for any personal property or equipment brought into or left in the premises which are damaged, lost or stolen, during the letting.
16. The *Hirer* agrees to indemnify Orsett CE Primary School against all claims, actions and liabilities arising from the use of the premises by the *Hirer*, apart from claims and actions arising through the negligence of the School, its servants or agents.
17. Car parking is limited and subject to availability. Orsett CE Primary School accepts no liability for any damage to or theft of vehicles parked in the car park, during the letting.
18. It is the *Hirer's* responsibility to ensure that all those attending are made aware that they do so at their own risk.
19. The *Hirer* must have public liability insurance in place to protect against such funds as the *Hirer* may become liable to pay as compensation arising out of injury or illness to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of themselves, their servants, their agents or any person using the premises as part of the letting. The insurance cover shall provide a limit indemnity of not less than £5million. A copy of a valid insurance policy must be produced by the *Hirer* as part of the booking. *Hirers* should ensure that their public liability policy includes damage to premises under their control.

Agreed by the Vine South Essex Hub Board: 12th November 2018

Next review due: September 2019