



Linton Heights Junior School

School Lettings Policy

September 2023

Aims and Objectives

1. Linton Heights Junior School wants to ensure the school's facilities are used as much as possible. It is intended that the premises and sports facilities are available for the benefit of the pupils and secondly, for the local community.
2. This policy aims:
 - To ensure that lettings are not in conflict with the fundamental purpose of the school.
 - To support community involvement in the life of the school.
 - To support the community in sporting, cultural and educational pursuits.
 - To be consistent with the school's equal opportunities policy.
 - To ensure we provide a professional service to users of the school's premises and that we meet our statutory responsibilities regarding safeguarding, health and safety and the ESFA.
 - To monitor the maintenance of the high standards of the premises and grounds.
3. The emphasis is to make sure staff members are aware of their responsibilities and hirers' comply with health and safety and insurance requirements. The policy is part of the Safeguarding and Health & Safety suite of policies.
4. Hirers are responsible for notifying the Duty Site Team of any defects with equipment or the property that they identify whilst using the facilities. Notification should be given to the Caretaker/ Office immediately.
5. Hirers must inform the Caretaker/ Office staff immediately of any accidents/ incidents.

Responsibilities

6. Overall responsibility for school lettings is held by the Trustees of Anglian Learning who monitor the policy. The Headteacher has responsibility to ensure adherence of the policy and practical responsibility for the policy is initially delegated to the school finance assistant.

School finance assistant

7. To manage the day-to-day lettings of the premises and ensure effective communication between all parties concerned. To maintain accurate records for enquiries and bookings. To assist the Facilities Team with hirer enquiries and provide an escalation route where appropriate. To promote the facilities to the community.

To check invoices raised and keep track of payments received using 'School Hire'. To advise the Business Support Manager of any issues. To initiate legal proceedings in the case of bad debtors after consultation with the Business Support Manager.

To keep a diary of all lets using the 'School Hire Lettings' System. To arrange suitable Site Staff for lets taken place after school and over the weekends. To organise cleaners when necessary. To keep the Business Support Manager informed as necessary regarding any issues that may arise. To consult with Site Manager and Physical Education Department.

Site staff responsibilities

8. To ensure facilities are available as required by hirers. To monitor all hirers to ensure all aspects of the contract are being adhered to and that facilities are left ready for school use. To provide a professional service to users of the school's premises and ensure good customer care. To ensure no illegal substances and alcohol are brought onto site.

Charges & Bookings

9. All charges are reviewed annually and set at a commercially viable rate. From 1st September 2019 Linton Heights Junior School will charge bookings of less than 10 weeks VAT in line with the Academies Financial Handbook. Bookings of 10 weeks or more will not incur VAT. The School Hire system automatically produces invoices based on the number of weeks booked at any one time.

One-off bookings

10. All bookings are processed by our finance assistant. VAT will be applied to all one-off bookings automatically and payments will be taken in advance at the point when the booking is approved by the school. If a one-off hirer wishes to take advantage of the school's Liability Insurance we will arrange a meeting to discuss the arrangements for the proposed event.

Staff Requests

11. Staff should direct all hiring requests to the school's finance assistant.

How to Book

12. Whilst every effort is made to accommodate all requests, the school and current block booked hirers are given priority. Other considerations include the type of event, Site Supervisor availability, the number of other lets coinciding and the suitability of our accommodation. Where hirers appear to have similar focus groups, wherever possible, the initial hirer will be informed however, the final decision regarding agreement to hire rests with the Headteacher.

Health & Safety

13. No smoking is allowed on site. The school has a responsibility to work within the framework of the law, however, hirers must take all reasonable steps to prevent injury, loss or damage to any person

or property for the duration of the let. Hirers are responsible for arranging any first aid provision for the members of their organization or within their party. A copy of the schools Health and Safety policy is provided through the school website at the time of booking. This should be read, signed and returned with the booking form. In the event of an emergency, first aid items are available in the cupboard in the foyer. The school's telephone system may be used in the event of an emergency.

14. The school reserves the right to cancel any letting where the hirer fails to comply with health and safety issues (see Conditions of Hire information).
15. All regular hirers using electrical equipment on site must ensure the equipment has a PAT Certificate or has been PAT tested in the last 12 months.
16. The Site Manager will monitor the number of people on site at any one time.

Safeguarding

17. All hirers who provide activities for children and young people are required to complete all relevant documentation and provide copies where appropriate of DBS checks and other documentation in line with DfE requirements. Copies of these documents will be held on the School's single central record. If you run a club/group that involves children, you and your staff/helpers must have had the necessary checks carried out by the Disclosure and Barring Service. You must also ensure that you have appropriate safeguarding and child protection policies and procedures in place and ensure that your staff/helpers have annual training in these policies and procedures. A copy of your safeguarding and child protection policies must be shown at the School Office on request.

Complaints Procedure

18. In the event of a hirer being dissatisfied with the facilities or service, the hirer should contact the following people.
 - For an immediate problem which can only be dealt with on the day please contact the school finance assistant.
 - All other complaints or incidents should be directed through the School Office.

Terms and Conditions

Dear Hirer,

Please do read the information in this document as it contains essential information regarding your hire of our Academy premises. It is important that your party keeps to the hours booked (please remember to add in setting up and clearing up time when you book) and that all Academy facilities are kept in good order at all times. The right is reserved to cancel your booking if the terms and conditions of hiring are not met.

Hire of these premises is subject to the following conditions.

1. General Conditions

- 1.1 The Hirer must be over the age of 18 years; have completed the Application for Hire Form, and have adequate Public Liability Insurance cover in place (see section 9) and have paid the required charges in advance.
- 1.2 The Hirer is required to include preparation time and clearing-up time on the Application Form. Academy premises are generally unavailable for hire during normal term time Academy hours or later than midnight.
- 1.3 The Hirer, on arrival, should report any damage, litter or disorder immediately to the school staff on duty.
- 1.4 **The Hirer is responsible for ensuring the number of people on site during the period of hire does not exceed the number given on the Application for Hire Form.**
- 1.5 The Hirer is responsible for leaving the premises hired in a clean, neat and tidy condition and must place refuse in black bags, which must be deposited in the external refuse bins. In the interests of hygiene, hirers are requested to ensure that disposable nappies are not left on the Academy's premises. **If the Hirer fails to leave the premises clean, neat and tidy, the Academy's cleaners will clean the premises and will charge the cost to the Hirer.**
- 1.6 The Hirer is responsible for the area of the premises hired and access and exit routes for the period of hire. The Hirer shall not assign or sublet the premises or any part of the premises.
- 1.7 The Hirer is responsible for ensuring that the let finishes promptly. The Academy will charge for the extra costs incurred for any delay.
- 1.8 All publicity for the hiring and all admission tickets etc. shall explicitly contain the name and address of the Hirer and the purpose of the event. Notices can only be displayed within the Academy site with the Academy's prior agreement. The Hirer is requested to inform the Academy in advance if the media is expected. Any filming taking place must have the consent of the group or individual involved in accordance with General Data Protection Regulations.
- 1.9 The Hirer agrees to pay the Academy on demand the cost of repairs or making good any loss or damage arising out of or incidental to the hiring.

- 1.10 **No intoxicating liquor or illegal substances shall be included in the refreshments available at any functions without the Academy's written consent.** No intoxicating liquor may be sold at an event without the necessary licences and approvals, which must be produced by the Hirer and shown to the Academy in advance.
- 1.11 Parking is permitted in the car park . Vehicles must not be parked where they would cause an obstruction. The Academy cannot accept liability for valuables or possessions that are lost or damaged in any way on or off the Academy premises.
- 1.12 When classrooms are hired, the Hirer is responsible for ensuring Linton Heights Junior School pupils' property; work or equipment is not interfered with in any way.
- 1.14 Regular hirers of classrooms or sports facilities are assumed to attend each week and must notify the Academy via the Schools Hire booking system. Any refunds due will be made to the payment card in line with our cancellation policy outlined in 3.3.
- 1.15 Hirers are responsible for getting out and putting away all sports equipment used in the appropriate place.
- 1.16 All furniture should be returned to its original position at the end of the let.
- 1.17 The Academy prohibits the use of fireworks.
- 1.18 No candles are permitted on site.
- 1.19 No smoking is allowed on the Academy site.
- 1.20 Refreshments may only be consumed in the dining halls. No food and drink may be served or consumed in the Academy hall or any other areas without prior consent.
- 1.21 Authorised Officers of the Academy may enter the premises at any time for any reason during the let.
- 1.22 The Academy may terminate the letting if the Hirer fails to comply with the Conditions of Hire or with Fire and Health and Safety regulations.
- 1.23 Any event deemed to bring the Academy's good name into disrepute can be cancelled at any time by the Academy
- 1.24 The hirer is responsible for carrying out a risk assessment. The Academy may require the hirer to provide a copy of this assessment to the Site Manager.
- 1.25 Should the hirer need to call the emergency services during a let the Facilities Manager must be informed.

2. Booking Charges with effect from 1st September 2023

- 3.1 Single bookings require payment at the time of booking. Any Security Deposit is also payable at the time of booking and is refundable provided that the Academy has incurred no extra costs due to damage, cleaning requirements, loss or additional payments to the site staff. In the unlikely event of extra costs being incurred the Academy will contact the Hirer at the earliest possible opportunity. All returned security deposits will be refunded directly onto the card used for payment.
- 3.2 Block bookings for regular hires will be invoiced one month in advance.
- 3.3 Cancellation charges are applied as follows:-
- One month or more notice – full refund of fees less £10 administration charge.
 - Less than one month but more than 7 days – 50% of fees paid.
 - 7 days or less notice – no refund.

The Academy reserves the right, in exceptional circumstances, to cancel the letting at any time. The Academy also reserves the right to cancel bookings due to extreme weather/public safety concerns. In such an event, the fee paid shall be refunded in full. The Academy shall not otherwise be liable for damages in respect of such cancellation.

4. Security Responsibilities

The Site Manager/supervisor will make sure that before, during and at the end of the letting, the following are adhered to:

- a) That the premises are unlocked at the agreed time as stated on the Application for Hire Form and subsequently agreed by the Academy
- b) That the premises are in a safe condition for the Hirer to use.
- c) That the premises remain secure during the let by regular patrolling and monitoring of the entrance(s) being used.
- d) That the premises are checked before and at the end of the let (with a representative of the Hirer) for damage and to ensure that they have been left in a neat, clean and tidy condition
- e) That, where the same accommodation is hired by more than one group on the same day, the accommodation is checked between each letting.
- f) That, as far as practical, users of the site do not behave in a manner likely to cause injury to themselves and/or others, or to result in damage to the Academy or its contents
- g) That, in the event of an emergency, appropriate assistance (e.g ambulance) is summoned. In the event of a fire alarm being triggered, ensuring that all persons follow the fire instructions in clearing the building.
- h) The letting team cannot change any aspect of these Conditions of Hire.
- i) Our staff will treat you with respect and courtesy. We ask that our staff are treated the same way and are not insulted, abused or threatened.

5. Health and Safety

- 5.1 Hirers who use the premises to hold classes for children must complete the Academy's Safeguarding forms, and also provide a Child Protection Policy which the Academy will hold on file.
- 5.2 Smoking and E-cigarettes are not permitted on any part of the Academy site.
- 5.3 Permission to use the premises will not be granted if, in the opinion of the Academy, it is likely that the let would create unreasonable disturbance or inconvenience to the residents in the neighbourhood or would interfere with any existing occupations or Academy activity. Hirers are requested to respect the Academy's neighbours' rights.
- 5.4 The Hirer must secure the preservation of the law and order and take all reasonable steps to prevent injury, loss or damage to any person or property on all occasions during the hire.
- 5.5 The Hirer must arrange for an adequate number of responsible stewards to be present throughout the period of hire to assist in the preservation of order. At no time during the hiring may the number of persons present exceed the maximum stated in the application for Hire Form. Failure to comply with this condition may result in the let being terminated.
- 5.6 The Hirer is responsible for arranging first aid provision for the period of hire.
- 5.7 Where permission has been granted to enable the premises to be used for under 18s, no member of that organisation may enter the Academy unless the Hirer (or representative) is present on the premises.
- 5.8 Furniture should not be moved into the corridors and should not block any Fire Exits. Any furniture which is rearranged must be returned to its original position at the end of the hire.

6. Additional facilities

- 6.1 No additional staging, curtains, decorations or scenery may be erected without the Academy's consent, which will only be given if all of these items are rendered non-flammable and removed at the end of the let. Storage facilities cannot normally be provided. The use of sticky tape on any surface is prohibited unless agreed by the supervising officer.
- 6.2 The use or movement of Academy of the piano is granted only on application to the Academy and must be carried out under the supervision of the Facilities Department.
- 6.3 Chairs and furniture may not be removed from classrooms without the Academy's consent. No items of furniture may be taken onto the Academy's grounds.
- 6.4 No adaptations, modifications or additions may be made to any part of the electrical installations in the Academy.
- 6.5 Use of the Academy's facilities, such as audio visual equipment, computers and photocopiers is not generally allowed however, applications will be considered on an individual basis.
- 6.6 The use of a film projector with non-flammable films may be permitted on request.

7. Guidelines about the registration of day care.

- 7.1 The legislation for the registration of day care is set out in the Children Act 1989.

If you have children under 8 who attend classes run by your organisation and they are in your care in non-domestic premises for 2 hours or more per day you must by law be registered. To apply for registration please contact the Registration and Inspection Unit.

8. Applications by External Organisations Providing Activities for Children and Young People

8.1 To ensure that all organisations who use the premises comply with the guidelines recommended by the Local Safeguarding Children Board and Department for Education (DfE), detailed below are some requirements we expect all organisations to be able to answer and provide evidence of, where requested:

- The point of contact for access to the file of professional and character references of all staff that have contact with children.
- A Child Protection Policy which includes specific arrangements for dealing with the event of a child being uncollected after the activity finishes.
- Copies of CRB checks on all staff before they are left unsupervised with children.
- A record of appropriate qualifications and registrations held by staff.
- Registration details with an appropriate registered body as applicable.

9. Insurance Cover

9.1 Public Liability insurance (PLI) must be in place to protect the Hirer against injury, loss or damage caused to third parties or their property. A copy will be required on completion of your booking.

9.2 The Hirer must indemnify the Academy in the minimum sum of £5million against all public liabilities and evidence of cover must be provided before the let takes place.

9.2.1 Where the hirer does not have appropriate public liability insurance cover and is an individual or a non-profit making organisation/charity, this will be provided by the Academy at a cost to the hirer of 7% of the hire charge. Proof of your status will be required.

Copyright and Public Performances Licences

10.1 The requirements in connection with the issue of licences for public dancing, music or any public entertainment must be strictly fulfilled. A Hirer who is organising entertainment for children must have regard to the requirements of Section 12 of the Children and Young Persons Act 1993.

10.2 No musical works in the repertoire of the Performing Rights Society may be performed in public on the premises except on payment to the Society of the appropriate fee. It is the responsibility of the Hirer to ascertain whether works to be performed are in the repertoire of the Society. A list may be obtained from the Secretary of the Performing Rights Society Ltd., 29/33 Berners Street, London W1.

10.3 No lecture, play or opera, drama, musical or other work in which copyright subsists shall be delivered or performed on the premises unless the consent of the owner of the copyright has been previously obtained. No performance of any recording on disc or tape etc., in which any copyright subsists shall be given on the premises unless the previous consent of Phonographic Performance Ltd has been obtained by the Hirer. The Hirer must make his/her own enquiries as to the existence of any copyright.

- 10.4 The Hirer shall indemnify and keep indemnified the Academy from and against all costs and claims and demand, which may be made for any breach or infringement of copyright.

11. Dealing with Emergencies

- 11.1 In the event of a fire, call the fire brigade and notify the lettings team immediately. They will need to know:

- All persons are accounted for?
- The location of the fire.
- The best route to the fire.

- 11.2 Please note the following:

If you detect a fire, do not put yourself at risk but activate the alarm by pressing the emergency call point. A continuous bell will sound. .

Outside normal hours means:

After 6pm Monday to Friday, all day Saturday, all day Sunday and when the school is not in session during holidays.

11.3 Instructions

All personnel must evacuate the building.
Do not re-enter the building until the all clear is given.

11.4 Lettings team responsibilities

The lettings team are responsible for establishing the location of the fire/emergency and directing the Emergency Services and all staff on site.

11.5 Staff responsibilities

Any senior staff on site should be available to offer assistance i.e phone 999 or help clearing the building of staff and members of the community. Linton Heights Junior School staff should ensure everyone is evacuated safely but not put themselves at risk.

The finance assistant is responsible for issuing this policy to all new hirers at the start of their contract and all existing hirers on an annual basis.

11.6 Organiser responsibilities

Each let should appoint a responsible person to be in charge in the event of any emergency. This responsible adult must ensure all members are registered and checked to be safe at the assembly point. **If any person is missing, they are responsible for advising the lettings team immediately.** Fire evacuation routes are displayed and must be followed. Organisers should ensure no fire exit or corridor is blocked.

11.7 Cars on site

Please do not leave cars in a position that may obstruct the evacuation of the building or the entry of emergency vehicles.

11.8 Additional charges

All hirers are required to have the correct Public Liability insurance. If you do not have your own insurance a 7% charge will be made to cover the event on LHJS's insurance. (please see Condition 9). Where hirers are using the School's liability insurance a meeting will be held with the Facilities Manager to discuss the event.

Linton Heights Junior School have the right to charge any hirer for reported damage.