

Buckstones Primary School



School Lettings Policy

Agreed and Approved: Tuesday 27th. February 2024

Review: February 2025

Introduction

The Governing Body recognises the role of the school within the community and welcomes the use of the School's premises for a variety of community and leisure purposes. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for all of its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises.

Definition of a Letting

A letting may be defined as "any use of the school premises (buildings and grounds) by either a community group (such as a uniformed organisations), or a commercial organisation (such as Squirrels or Diddikicks)". A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

Use of the school premises by the school, or on behalf of the school e.g. Governing Body meetings, extra-curricular activities of pupils supervised by school staff, Friends of Buckstones, fall within the corporate life of the school. Costs arising from these uses and activities are therefore not subject to the charging elements of this policy.

Administrative Process

All applications for the hire of school premises must be made to the School Business Manager who will identify their requirements and clarify the facilities available. The Governing Body reserves the right to decline an application, and no letting should be regarded as "booked" until formal approval has been given by the school to the person responsible for the application OR hirer. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed in writing.

All hirers **must** complete a 'School Premises Hiring Application Form' which is contained within the School Lettings Policy. They will receive a copy of the conditions of hire and the School Lettings Policy. The hirer must be a recognised named individual of the organisation and the agreement is to be in their name, giving their permanent private address. This person is responsible for the event on behalf of the hirer. This avoids any risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

At this stage the letting is conditional and all lettings are subject to the school receiving confirmation of all relevant documentation, as outlined on the application form.

Once a letting has been signed off by the school the person applying to hire the premises will be informed of the cost of the letting, in accordance with the Governing Body's current scale of charges.

All accounts are payable within 30 days from the date of the invoice and will be invoiced termly in arrears. The school reserves the right to refuse the hirer subsequent admission to the premises, if any account remains unpaid after this period. The Governing Body has delegated the power to the Headteacher to reserve the right to request payment in advance in order to reduce any possible bad debts or cash collection problems.

If a letting over-runs the time booked, an additional charge will be made.

Review of the Policy

The Governors will review the policy each year in the Autumn Term and the scale of hire charges for the forthcoming year will also be reviewed and updated. One terms notice of any increase in charges will be given.

Buckstones Primary School

Conditions of Hire

All terms and conditions set out below must be adhered to. The “Hirer” shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

Status of the Hirer

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

IMPORTANT: Once a letting has been approved by the school the hirer is then solely responsible for their own event and its management.

All hirers are responsible for ensuring appropriate checks are completed and are up to date for any volunteers / staff who deal with children including DBS certification. These checks must be made and are conditional to the letting being approved. It is the responsibility of the hirer to check the qualifications and experience of leaders/assistants/invited visitors of all activities.

Any adults working with the school’s pupils (for example, at an afterschool sports club) must be appropriately qualified. Sports coaches must follow the LA’s guidelines for working in schools

Sub-letting

The Hirer shall not sub-let the premises to another person or organisation.

Charges

Hire charges are reviewed annually and the current charge is set out in the **Hiring Application Form**. The school reserves the right to levy an additional charge to cover:

- any additional cleaning that may be required after an event.
- the cost of repair of damage to the school fabric or equipment.
- the cost of replacement of any items of school equipment if stolen or uneconomical to repair.

Variation of Scales of Charges, Priority of Use and Cancellations

The School reserves the right to cancel or amend a letting in the event of the premises subsequently being required for school activities. In this event as much notice as possible will be given but the school will not be under any obligation to offer alternative accommodation or refund of any costs incurred by the hirer

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Governing Body on an annual basis and one terms notice of any increase in charges will be given).

Governors expect to recover any costs incurred by the school which are unavoidable or non-cancellable and result directly from the cancellation of a letting. Organisations will be required to pay the letting charge if the premises are opened for the letting even if the letting does not take place.

Attendance / Requirement to Notify the LA of the Event

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given. Should attendees exceed 200 a separate notification must be made to the LA by the hirer.

Please note: an online notification of the event to the LA is required if:

- the event is likely to attract a large number of people which involves the general public being on the school premises or school grounds Eg Donkey Derby, Music Festival etc
- if you are planning to use the public highway
- if you require road closures
- if you are playing live or recorded music (PRS License is required)

Please submit any event notification at least 6 weeks prior to the event. Most events will be assessed as a desktop exercise with feedback and guidance given.

A copy of the application and outcome should be provided to the school as verification of the application and approval.

To complete an event notification go to:

https://www.oldham.gov.uk/forms/form/283/en/event_notification

Public Safety

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the Hirer must adhere to the correct adult/child ratios at all times.

Own Risk

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

Risk Assessments

The Hirer will be required to complete their own risk assessment for each event and a copy should be sent to school two weeks prior to the event taking place. An unsatisfactory or incomplete risk assessment or no submission of a risk assessment may result in cancellation of the letting.

Please Note: If any defects are discovered during the course of an event or letting, the hirer must report this to the assigned key holder immediately.

Damage, Loss or Injury

The Hirer warrants to the Governing Body that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to school property and assets, including the hired premises, arising out of the letting. **The minimum limit for this insurance cover is £10 million.** The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed, this may be on an annual basis for regular school users or at the time of booking for 'one off' events.

Neither the school, nor the Local Authority or Diocese, will be responsible for any injury to persons or damage to property arising out of the letting of the premises. Damage caused to the school includes the use of ALL the school grounds including fencing around the perimeter AND premises.

PLEASE NOTE:

The tyre park, trim trail, paths and activity stations **must not** be used as part of a letting to respect and maintain the good relationships the school has with its neighbours.

First Aid Facilities

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of school resources is not available. For all events where attendance is expected to exceed 150 people a suitably qualified first aider should be present. For smaller events which are deemed to be of a high risk e.g. Use of Bouncy Castle or sporting event then a suitably qualified first aider should be present. Where the event is low occupancy and low risk e.g. Passover Supper then how first aid will be managed should be covered in the hirers risk assessment e.g. First Aid kit made available, defibrillator available in school hall.

Fire Regulations

The hirer should acquaint themselves with the Fire and Safety regulations and procedures relating to the area of the premises in use. If unsure the hirer should ask the school for advice specifically relating to emergency evacuation procedures, fire alarm points and fire fighting equipment, assembly points, location of telephone and how to summon the Fire Brigade and emergency services.

Fire and Safety procedures and evacuation routes for use in school hours are clearly displayed in each of the designated areas, the hirer should check that these evacuation routes are open and suitable for the event or make alternative evacuation plans.

Where practically possible the Hirer must also keep a register of attendees for Health and Safety reasons.

In the event of fire the Hirer will call the Fire Service. All users will evacuate the building via the designated fire exit and meet at the designated point as per their own agreed evacuation procedures. Users must not re-enter the building until the 'all clear' has been given by the Fire Service. The hirer is responsible for informing the key holder that all group members have been evacuated safely.

Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring.

In the Event of an Incident, Fire or Near Miss

The hirer must inform the Headteacher of any serious incident, near miss or fire and fully co-operate with any investigation which is undertaken by the hirer or the school. The hirer is responsible for undertaking the review of its own risk assessment and informing the school of any findings that may be relevant.

Promotional Literature/Newsletters

All promotional literature, advertising and social media content used before and/or after the event must not damage the school's ethos, reputation or high standards. A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Headteacher a week prior to distribution by the Hirer.

Copyright or Performing Rights

There are a variety of Copyright or performing rights that may be required for different types of function. The sole responsibility is on the Hirer to ensure they have the relevant licence. The Hirer will indemnify the school, LA or Diocese against any action brought about by failure to obtain the necessary licence(s). The following are examples of licenses that maybe required:

- Copyright/Royalty licence
- Cinematography licence
- Music, Singing and Dancing

Intoxicating Liquor

Express approval by the Governing Body (delegated to the Headteacher) is required if intoxicating liquor is to be sold on the premises. The selling of intoxicating liquor requires a licence, a copy must be sent to school, this is conditional to the letting being approved.

If intoxicating Liquor is sold or consumed at an event then all unconsumed liquor, bottles, cases, glasses and similar articles must be removed from the premises immediately after the function has ended.

Where alcohol is sold or brought onto the premises to be consumed, a full risk assessment on how this will be managed and how the hirer will ensure someone under 18 will not drink alcohol is required.

The use of glasses or glass bottles should be avoided wherever possible, where glasses including bottles are brought onto the premises a full risk assessment on how this will be managed must be completed.

Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises, assets or property arising from the letting, the Hirer shall pay the cost of any reparation required. Any furniture or equipment moved by the Hirer should be returned to its original position at the end of each hire.

School Equipment

Permission must be sought from the Headteacher to use any school equipment. Responsible adults must supervise the use of any equipment which is issued to the hirer and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

Electrical Equipment

Any electrical equipment brought by the Hirer onto the school site **MUST** comply with the LA code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety

from a qualified electrical engineer or be included in the school's annual portable appliance inspection. The intention to use any electrical equipment must be notified on the application.

Car Parking Facilities

Car parking facilities may be used by the Hirer and other adults involved in the letting but all cars are parked at the owner's risk. Where the school field is used for access and/or parking care must be taken on entering the facility and the school path and field suitably protected. The hirers are responsible for any damage caused.

Toilet Facilities

Access to the school's toilet facilities are included as part of the hire arrangements. It is expected that at the end of the event the toilets are flushed and returned to the same clean and hygienic standard they were in at the start. The bins must also be emptied before leaving the building.

Food and Drink

Food and drink must only be prepared or consumed on the premises in line with current food hygiene standards. Further information can be found at

<https://www.food.gov.uk/business-industry/caterers/food-hygiene/charity-community-groups>.

All litter must be placed in the appropriate recycling bins provided. All areas of school, including the kitchen server, must be left clean and tidy and ready for school use. The use of the dishwasher is not permitted. The school kitchen is not available for use without the express permission from the Cook Supervisor and the Headteacher. (The kitchen will not normally be permitted for use unless a School Staff Member or Friends of Buckstones member has been instructed in its use and is willing to take full responsibility for its use.)

Waste and Refuse

All waste and refuse must be disposed of appropriately. Bins must be emptied at the end of every event/meeting and waste taken out to the large bins near the school car park. If your event will generate excessive waste which may not fit in the school bins then please contact the Site Manager before the event so that alternative arrangements can be made.

Allergies

Food: If the charity is providing the food they do not have to provide information for consumers about allergens present in the food as ingredients, however the food standard agency recommends that you do so as best practice so that attendees, parents, teachers and children can make informed choices and avoid foods which could cause an allergic reaction. Any professional caterers must provide information regarding allergens.

<https://www.food.gov.uk/safety-hygiene/providing-food-at-community-and-charity-events>

Face Painting/ Tattoos : It is recommended as good practice, only paint faces when a child is accompanied by an adult or responsible adult who gives consent to the activity. Where parents are not present (ie school disco) ensure there is signage asking for parents to inform organisers if they do not wish for their child to have face paints, tattoos etc....

Smoking

The whole of the school premises is a non-smoking area, and smoking is not permitted including the use of e-cigarettes.

Animals

Animals, other than Assistance Dogs, are not permitted anywhere on the school premises or grounds without express permission from the Governing Body with delegated power to the Headteacher. Should permission be granted a separate risk assessment must be provided.

Security

Only named key holders are authorised to open and secure the school both internally and externally and operate the security system. Under no circumstances must keys or security codes be passed to another person. If no key holder is available then the letting will not be allowed or will be cancelled.

The Hirer must be the key holder responsible for securing and alarming the building OR they must stay on the premises and hand over to the nominated key holder. In the case of uniformed organisations this responsibility can be passed on to the next group leader. **The school at no time must be left unsecure.**

The Governors will not normally insist upon continuous caretaking presence. However, they reserve the right to insist upon a caretaking presence when the nature of the hiring may leave the school vulnerable to theft or damage. Where this is deemed necessary an appropriate charge will be levied.

PLEASE NOTE THAT IF YOU REQUIRE THE SERVICES OF THE SITE MANAGER TO OPEN AND/OR CLOSE SCHOOL FOR YOU THEN THERE WILL BE AN ADDITIONAL CHARGE OF £30 PER OPENING/CLOSING.

Right of Access

The Governing Body reserves the right of access to the premises during any letting. The Headteacher or members of the Governing Body from the Finance and Building Committee may monitor activities from time to time.

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. In the event of an emergency, occupants must leave the school by the nearest exit and assemble on either the school playground OR school car park. The Hirer must have immediate access to participants' emergency contact details. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

Conclusion of the Letting

The Hirer shall, at the end of the hire period, leave the accommodation in a clean and tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged.

Failure to comply with the Conditions of Use may result in a letting being cancelled and may jeopardise any future application.

BUCKSTONES SCHOOL PREMISES HIRING APPLICATION FORM

Address	Delamere Avenue, Shaw, Oldham OL2 8HN
Tel	0161 770 5850
E mail	info@buckstones.oldham.sch.uk
Headteacher	Miss SE Healey
Deputy Head	Miss MA Platt

To the Headteacher of the above-named School (acting as the Owner's Agent):

Name of person responsible for the event (the hirer)

Address of person responsible for the event

Telephone No. Email

Hereby apply for the hire of the following parts of the premises of the above mentioned School:
(For multiple lettings please attach a schedule of dates and times)

Name of Group/Organisation

Date of Event Number of expected attendees

Time school required from..... Time Premises will be vacated

Room/Facilities Required

Name of Registered Key holder who has agreed to open/secure

Please tick the box(s) below to indicate the appropriate charge.

Hourly Rate £20		Half Day (4 Hours) £55		Two Days (Weekend) £190	
Site Manager open/secure £30 per visit		Full Day (8 Hours) £100		Before and After School use £125 per week	

As Hirers of the school you have personal responsibility for the following requirements. Failure to comply with these may result in a letting being cancelled and may jeopardise any future application:

Please answer ALL the following questions:

- Have you read, understood and agree to the Hiring Conditions attached to this application. **Yes / No**
- Have you provided school with a copy of the hirers valid public liability insurance? (minimum amount £10,000,000) **Yes / No**
- Have you completed and provided school with a copy of your risk assessment? (At least two weeks prior to the event) **Yes / No**
- Have you established a fire evacuation plan and made this known to attendees at the event? (this must be part of your risk assessment) **Yes / No**
- What arrangements have you made for First Aid? Please tick as appropriate
 - Event exceeds 150 people – First Aider provided
 - Event is small but high risk – First Aider provided
 - Event is small, low risk – completed risk assessment for management plan

Continued overleaf – please also complete page 2 of this form

Please answer ALL the following questions:

- Have you carried out appropriate checks for any volunteers / staff who deal with children including DBS certification? **Yes / No / Not applicable**
- Have you checked any relevant qualifications (e.g. sport, leaders of uniformed organisations) and are satisfied that the leaders/assistants/invited visitors of all activities are competent in their role? **Yes / No / Not applicable**
- Has permission been sought by the Headteacher to use any school equipment? **Yes / No / Not Applicable**
If yes then please give details
- Are you using electrical appliances and have a certificate of safety from a qualified electrical engineer or has been included in the school's annual portable appliance inspection. **Yes / No / Not applicable**
- Have you obtained and provided school with a copy of an intoxicating liquor licence? **Yes / No / Not applicable**
- Have you obtained all other relevant licences eg Christmas Fair, Christmas Markets? **Yes / No / Not applicable**
If yes then please give details
- Will all food and drink being prepared or consumed on the premises be served in accordance with current food hygiene standards? **Yes / No / Not applicable**
- Has due regard been given to allergies and appropriate signage displayed ? **Yes / No / Not applicable**
- Have you gained express permission from the Headteacher for animals e.g. Donkeys, Falcons etc to be present at the event? **Yes / No / Not applicable**
- Has an event notification to the LA been completed and approved e.g.large event inviting the general public, Live Music ? **Yes / No / Not applicable**

GDPR

All information provided will remain confidential and will only be shared with the appropriate authorities in the event of a reportable incident. Lettings form part of the school financial records and will be retained for a period of six years after which time they will be securely destroyed (shredded).

..... **agrees to the terms and conditions of this hire agreement.**
(insert the name of the person signing)

Signed by an authorised signatory Date

NOTE All arrangements for use of the School premises are subject to the Owner and/or the Agent reserving the right to cancel bookings when the School Premises are required for use by the School or are rendered unfit for the intended use howsoever caused.

FOR SCHOOL USE ONLY

Documents Provided:	Yes/To Follow/Not Applicable
Insurance	
Risk Assessment	
Liquor Licences	
Notification to LA	

Date to be invoiced	
Cost £	
Date Letting Approved	

Signed on behalf of Buckstones CE School _____