

Lettings Policy

“We aim for all our children to develop a love of learning that will last them a lifetime, caring for and respecting the world around them, valuing differences and broadening moral values”

The Solent Schools, Vision, Values and Aims

Responsibility for policy review	Resources Committee
Date reviewed	11 July 2023 (previously revised 21 March 2023)
Review cycle	Annual. Next Review Summer 2024
Linked Policies	Charging & Remissions Policy
Signature:  Chair of Governors	11 July 2023 Date



Guidelines for lettings and application forms are attached.

The costs of hiring the premises should be calculated as follows:

1. Cost of caretaker's pay/bonus/unsocial hours increases and on costs per hour.
2. Length of hire to have adequate time before and after the event to allow for setting up and cleaning = half hour either side of 'let' times.
3. For community/commercial use an additional fee to be added for heating / lighting / water and wear and tear.

Hirer Group Type	Solent Infant School			Solent Junior School	
	Hall / Playground Per Hour	Music Room Per Hour	Conference Room Per Hour <i>(SIS only)</i>	Hall / Playground Per Hour	Music Room Per Hour
Groups aimed at Solent pupils during the school day	£0	£0	£0	£0	£0
Organisations aimed at Solent children during school holidays	£77 per day	£77 per day	£77 per day	£77 per day	£77 per day
Groups aimed at Solent pupils up to 6pm	£27.50	£22	£27.50	£27.50	£22
Organisations after 6pm	£44*	£44*	£44*	£44*	£33*
FWAS Holiday Club	£66 per day	£66 per day	£66 per day	£66 per day	£66 per day
FWAS Term Time Sept 2022 to Sept 2023	£7.70	£7.70	£7.70	£7.15	£7.15
Friends of Solent Schools	£0	£0	£0	£0	£0

* Includes overtime costs for caretaker

** Any Hire over 2.5 hours will attract an additional cost of £9.75 to cover cleaning





GUIDELINES ON LETTING OF SCHOOL FACILITIES

1. Procedure for Arranging a Hire

The hirer should complete and sign a hire agreement form. An example of such a form is attached as Annex 1. The hirer should receive a copy of the conditions of hire and accept that in signing the hire agreement will be deemed to have accepted the hire conditions.

All hirers need to sign a hire agreement form in order to be covered by the RPA public liability insurance policy. This condition applies to both day time and evening use. It is still necessary when the letting is 'Free' or subsidised. When PTAs are using school premises, it is important that their use is booked as a letting to ensure that insurance cover applies, even if no charge is made. Hirers should be given the summary of the insurance policy with the application form.

If a particular letting involves contact with the school's pupils or other young people then

- Any organisation submitting a lettings request involving working with children and/or young people must submit to the school evidence that appropriate policies and procedures are in place with regard to safeguarding children and child protection and provide evidence to the school of criminal record check relating to all staff and others working closely with children. The Governing Body will ensure that there are arrangements in place to liaise with the school on these matters.
- The Governing Body may require criminal records checks (DBS) relating to staff and other adults using school premises at a time when school pupils or other young people may be on site.
- The Governing Body may agree to obtain DBS clearances on behalf of a hirer through Portsmouth City Council for a fee of £50 per application. (DBS checks would require a minimum of a one-half term advance notice)

2. Cancelling a Hire

The school may reserve the right to cancel any hire without notice. However, every effort should be made to give reasonable notice of cancellation to a hirer, and, whenever possible, alternative facilities will be offered. Where possible a hirer should be given at least four weeks' notice of cancellation.

The school must decide if a cancellation fee is due when a hirer cancels a hire. In doing so, the school will need to take into account the period of written notice of the cancellation.



3. Caretaking Services

When use of facilities takes place outside the normal hours of duty of the caretaking staff, the caretaking staff may be invited to work overtime. Alternatively, governors may wish to employ other personnel or to appoint other key holders. To avoid any unauthorised use of premises or equipment, the member of the caretaking staff concerned should be informed of the exact extent of the facilities authorised for use by each hirer and the approved time of use.

4. Uses after 10.30 pm

Activities should normally finish by 10.30 pm, but when, exceptionally, use is requested beyond this time, approval may be given at the discretion of the governing body to extend this to 11.00 pm, at the weekends only.

5. Safety

- a) When schools have a licence under the Theatres Act 1968 there will of course, be stipulations about the number of people who may be present in, for example, the hall. The Executive Head may find these stipulations useful guidelines for determining what is reasonable for those functions which do not require a licence.
- b) Hirers should also be given guidance on the maximum number that can safely be accommodated in sports halls, for example, as spectators of a sporting event.
- c) In relation to activities for children, the hirer must ensure that there are sufficient adults present to be in full control of the children throughout the whole period during which they are on the school site.
- d) Any electrical equipment brought onto site must have a current Portable Appliance Test (PAT) Certificate.
- e) All hirers are to be risk assessed by the Designated Safeguarding Officer prior to signing the letting agreement, in line with the Prevent agenda.



6. Restrictions Relating to Specific Facilities

a) **Playing Fields**

The availability of playing fields shall be dependent on their fitness for use at any particular time, taking into account the requirement of the school's physical education programme.

b) **Educational Equipment**

If, during use, any damage is done to educational equipment, the hirer should normally be asked to meet the costs of repair or replacement. Approval to use educational equipment (pianos, projectors, physical education apparatus etc) shall be subject to the Executive Head being satisfied that a competent person will supervise the use. Pianos may not be moved (except, with the prior approval of the Executive Head, by a specialist removal firm).

c) **Other Facilities**

Because of the possibility of oil leaking onto playground surfaces and then getting onto children's clothes, and because of the possibility of damage to surfaces, it may be necessary to limit car parking on site to areas that are determined by the Executive Head (in consultation with the caretaker).

Footwear restrictions may need to be applied in relation to some floor areas (e.g. gymnasia).

The treatment of floor surfaces for dances etc should not be permitted.

Some gymnasia are not suitable for five-a-side football (e.g. they have exposed lights and/or fragile wall/ceiling finishes etc).

7. Restrictions relating to Specific Activities

Consumption of Intoxicating Liquor

Intoxicating liquor shall not be taken onto school premises unless prior written approval is received. The hirer should ensure that a licence is obtained from Portsmouth City Council, if they wish intoxicating liquor to be sold.



Gambling

Gambling shall not take place on the premises unless prior written approval is received from the Governing Body.

Smoking and Vaping

Smoking and vaping should not take place and no naked lights.

Music, Dance, Drama, Films and Public Entertainment

- a) Whenever live music is performed publicly (i.e. with an admission charge), a return must be sent to the Performing Rights Society (unless, exceptionally, the performing rights of the work are not controlled by the Society or one of its affiliated societies). Forms for the purpose of making a return may be obtained from the Education Officer and, for appropriate activities; a Headteacher should supply a hirer with a form and advise the hirer to return it direct to the Performing Rights Society, 29 Bemers Street, London W1. The requirement to make a return applies irrespective of whether the performance is organised by the school or by a hirer, but usually individual education establishments will not be required to pay any fee in respect of returns that are made since the City Council pay an annual composite fee to the Performing Rights Society to cover public performances organised by the School. See also Paragraph (d) below).
- b) Whenever records or tapes are played publicly a licence is required (in accordance with the provisions of the Copyright Act 1956). Licences may be obtained from Phonographic Performance Limited, 62 Oxford Street, London W1 (see also paragraph (d) below).
- c) Whenever a play (i.e. any dramatic piece that involves the playing of a role) or any ballet is performed publicly (in relation to school activities, this means whenever persons other than pupils and staff are present) a licence is required in accordance with the provisions of the Theatres Act 1968. Applications for a licence should be made at least two months in advance to the Solicitor of the City Council. The Executive Head must be satisfied that a licence has been obtained before approval for use of the facilities is confirmed, since the City Council may also have committed an offence under the Act if a hirer fails to obtain the necessary licence. See also paragraph (d) below.



- d) Whenever music for dancing is performed publicly, a public entertainments licence is required in accordance with the provisions of the Public Health (Amendment) Act 1890 and any local enactments. For the school's activities, applications for licences should be submitted at least two months in advance to the Chief Executive's Office, Civic Offices, Guildhall Square, Portsmouth. For other activities a hirer should apply to the City Solicitor of the Local City Council.
- e) Whenever a film or video is shown publicly, a licence may be required in accordance with the provisions of the Cinematograph Acts 1909 and 1952. The City Solicitor should therefore be consulted at least two months in advance in relation to any proposed public film or video shows. Caretaker to monitor noise and hirers must comply with any requests made to lower the volume.

Fetes

Whenever outdoor facilities are used for fetes and comparable activities, the hirer should be responsible for cleaning from the site any litter that results from the hire.

8. Charges for using School Facilities

Charges for use are set by school governors. Residual periods of less than half an hour should be charged as half an hour.

Cloakroom, toilets, and car parking, and when sports facilities are used, changing and washing facilities and floodlights etc, shall normally be provided without extra charge, if they are available.

Users hiring sports pitches or indoor courts should be provided with appropriate nets and posts.

Facilities shall normally be available to the hirer from ten minutes before the hire period commences until ten minutes after the hire period ends. This should allow sufficient time for preparation, cleaning, changing etc. If a hirer needs longer than this, he/she will need to increase the booking time so there is time for setting up the room and clearing away afterwards.

Lettings for activities of a commercial nature include activities organised by a private individual who charges participants, or private functions such as wedding receptions and





parties, or use by local firms and businesses. The Governing Body will decide the rate payable, but it will be at least the costs incurred by the school being open.

9. Payment Conditions

The hirer shall be responsible for the prompt payment of the appropriate charges, as set out in the schedule of charges current at the date of the letting. 25% to be paid in advance as a deposit and the balance before use of the facilities.

10. Parking

To be organised by the Hirer to inconvenience residents as little as possible.

11. Maximum Numbers

<u>Hall:</u>	if <u>any</u> seating	120 (with stage up) 150 (without stage)
	if <u>all</u> standing	200
<u>Music Room:</u>	if <u>any</u> seating	40
	if <u>all</u> standing	70

12. Insurance for Lettings

Hire of premises/grounds by outside groups, individuals or associations creates potential liabilities on both the hirer and establishment. In agreement with The De Curci Trust's Insurers, a standard form of indemnity has been drafted. The indemnity places an onus on the hirer to accept responsibility for:-

- Damage to premises and equipment being used

Third party claims involving injury to persons (including staff) and/or damage to property, except when caused solely by the negligence of The De Curci Trust, their servants or agents.

Because of the difficulties experienced by hirers in arranging their own insurance at a reasonable cost, The De Curci Trust has negotiated a standard insurance for all hirers to cover their liabilities. The Hirer is automatically covered by payment of the hire fee and no additional payment is required for insurance, however if the Hirer has suitable insurance then that insurance will be effective in the event of a claim arising. The cover is on the following basis:-





Legal liability for injury/illness to third Parties and/or loss or damage to property, including the hirer's liability under the hiring agreement, with a limit of liability of £1 MILLION

Legal liability (including liability imposed under the hiring agreement) for loss or damage to the premises and contents being hired. Damage resulting from Fire or Explosion is limited to £1 MILLION. Cover is subject to an excess of £100.

Political meetings and professional entertainment promotions are excluded.

Hirers are automatically covered by payment of the hire fee if no other cover applies.





SCHOOL LETTING - INITIAL REQUEST FORM

Name of Applicant: _____

Address: _____

Telephone Number: _____

Name of Organisation: _____

Activity of Organisation: _____

Details of Premises Requested

Hall	<input type="checkbox"/>
Music Room	<input type="checkbox"/>
Conference Room	<input type="checkbox"/>
Solent Junior	<input type="checkbox"/>
Solent Infant	<input type="checkbox"/>

Day of Week Requested: _____

First choice: _____

Second choice: _____

Third choice: _____

Start Time: _____

Finish Time: _____

(please allow time for your preparation and clearing up)

Dates Required: _____

Use of School Equipment (please specify your request): _____

Details of any equipment to be brought (including electrical equipment):





Maximum Number of Participants: _____

Age Range of Participants: _____

Number of Supervising Adults: _____

Relevant Qualifications of Supervising Adults: _____

Where applicable have DBS checks been carried out? When? By Whom? Please provide evidence in the form of original documentation (not photocopies)

Does the Hirer have appropriate policies / procedures to ensure compliance with Safeguarding, Child Protection, and General Data Protection Regulation (GDPR)? Please provide copies of all relevant information. (see Appendix 1)

Dates during the year when the Hall will be unavailable due to school use or closure will be issued at the beginning of the school year in September. These dates may be subject to change, but prior notice will always be given if the premises become unavailable due to unforeseen circumstances.

The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out by producing the schedule of insurance cover (see *Terms and Conditions for further details*).

The Hirer confirms that arrangements are in place with reference to First Aid and they have understood the fire and emergency evacuation procedures (see *Terms and Conditions for further details*).

The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment (see *Terms and Conditions for further details*).

All Hirers confirm that arrangements are in place with regard to compliance with the school's Safeguarding Policy and the Prevent Agenda.

Any other relevant information:

I confirm that I am over 18 years of age, and that the information provided on this form is correct.

Signed: _____ **Date:** _____





The Solent Schools Letting Confirmation

Acceptance and Conditions of Hire

This to confirm that the Letting request by _____ to hire (room, on day of the week and time) from (start date to end date of hire) at a rate of (amount per week) has been approved.

This acceptance refers the hirer to the Terms and Conditions of hire as laid out in the Lettings Policy previously issued.

The hirer will leave the venue in the same condition as they found it.

Regarding payment of the lettings fees, the school will invoice the hirer on a monthly basis and in arrears. **All lettings fees must be paid no later than 30 calendar days from the date of invoice.**

The hirer will provide all the necessary documentation requested (DBS certificates, insurance documentation etc) as requested by the school before the hire commences. (see Appendix 1)

Please sign and return a copy of this Acceptance and Conditions of Hire, along with all requested documentation. Failure to do so could result in the letting being cancelled.

I/We confirm that I/we have read and accepted the conditions of hire and agree to abide by them.

Signed _____

Print name _____

Date _____

School use only

Date confirmation received _____



Appendix 1

Standard the organisation needs to meet
12.1 Contracts for commissioned services include an explicit reference to safeguarding children and the relevant overarching legislation (including Children Act 1989 and 2004; Working Together to Safeguarding Children; HIPS Child Protection Procedures; Disclosure, Vetting & Barring Guidance etc)
12.2 Contracts for commissioned services include a requirement for safeguarding, whistleblowing policies and standards to include areas shown in Appendix A of the HIPS “Safeguarding Commissioning Standards” guidance which are updated at regular intervals
12.3 Contracts for commissioned services include an expectation of appropriate and proportionate training in relation to safeguarding
12.4 Contracts for commissioned services include the role of the provider in ensuring its staff are alert to the signs and symptoms of child abuse, neglect and exploitation and know what to do if they are worried about a child
12.5 Contracts for commissioned services include the role of the provider in ensuring its staff and volunteers are alert to the signs and symptoms of child abuse, neglect and exploitation and know what to do if they are worried about a child
12.6 Contracts for commissioned services include the role of the provider in complying with multi-agency safeguarding systems to report, and respond to safeguarding concerns and co-operate with safeguarding investigations
12.7 Contracts for commissioned services include the role of the Local Authority Designated Officer (LADO) and expectations around referrals
12.8 Contractors and sub-contractors are enabled to receive relevant information, updates and training from the PSCP
12.9 Commissioned providers are required to evidence adherence to the above standards through robust performance management and a good quality assurance framework of commissioned services on a regular basis

