

## **LETTINGS POLICY**

### ***Procedure and conditions for the hiring of school premises and grounds 2019-2020***

**Content:**

1. Introduction
2. Applications procedure, conditions of booking etc.
3. Conditions for use of school premises including licencing
4. Availability of the facilities
5. Insurance
6. Safeguarding and 3rd party providers or Groups using the site
7. Fire evacuation procedures
8. Inclement weather protocols

The Procedure and Conditions for the Hiring of School Premises and Grounds out of School Hours policy is:

- 1) Reviewed on an annual basis by Senior Leadership, DSL, Governing body of Heart of England School,
- 2) Applies to ALL lettings from Monday September 3<sup>rd</sup> 2018 – Sunday 1<sup>st</sup> September 2019.

### **Purpose of the Policy**

The purpose of this policy is to set out the basis under which Heart of England school's facilities may be used by third parties when not required by the school itself.

This policy has been drawn up by the Governing Body to provide instructions for the school leadership team and Lettings Manager on how such lettings should be managed.

### **Policy Statement**

The Governing Body of Heart of England School is committed to playing a central role within the community and aspires to ensure that it is the school of first choice for all of those in its catchment area. The school will make every reasonable effort to make its site and any commensurate resources available to local families, services and members of the community. However, the Governing Body will always prioritise the best interests and educational advantage of its pupils. It is with this in mind that any lettings will be considered.

## **1. Introduction**

### **1.1 General principles:**

Permission to use school premises out of school hours may be granted by the school, the Principal and the Governors, subject to the proviso that, in their opinion, the use will not conflict with the educational functions of the school. In addition the school will take every reasonable measure to ensure that the use of school premises out of school hours offers minimal disruption, disturbance or inconvenience to the local community or any existing letting.

### **1.2 Use of Playing Fields:**

Playing fields may also be made available for general use out of school hours at the discretion of the Principal providing he or she is satisfied that the fields are in a fit state for such use.

### **1.3 Prevention of Damage:**

No stiletto heels, studded shoes, or other types of footwear likely to cause damage to floors should be worn. The hirer shall be responsible for making good any damage done to the school premises, furniture, carpets, furnishings, fittings or equipment or any loss thereof arising from the hire of the accommodation

### **1.4 Withdrawal of Facilities:**

The object of the provisions of this scheme is to ensure the full use of school premises consistent with their use as education premises, but it must be emphasised, particularly where premises are let on a regular basis, that any breach of these conditions will lead to the immediate withdrawal of the facilities granted.

### 1.5 Hire of Facilities:

The hire of any and other facilities and equipment within the school is subject to separate charges which will be agreed at the point of confirmation of the booking.

## **2. Applications Procedure, Conditions of Booking etc.**

### 2.1 Application for Hire:

Application for the hire of facilities in the school must be made via the Lettings manager, Finance Department email address, [Lettings@heart-england.co.uk](mailto:Lettings@heart-england.co.uk) telephone 01676 536731.

### 2.2 Confirmation of Booking:

School premises will not be regarded as booked and confirmed until the following paperwork has been completed, signed and returned to the Lettings department by the hirer:

- Hire of facilities agreement for the academic year.
- Signed acceptance of the Lettings Policy Agreement, Procedure and Conditions for the Hiring of school premises and Grounds (respective academic year.)

The hirer should also send, where applicable, their affiliated information, insurance details, Disclosure and Barring Service certificate numbers and Ofsted information.

Payment of the hire charge should also be made.

Any application may be refused without stating reasons.

No public announcement of a function to be held in the school may be made until the booking has been formally confirmed.

The school's decision on the charges for each hiring shall be final.

### 2.3 Payment of charges:

The charges levied must be paid at least four weeks in advance of the letting. Lettings of a regular nature termly in advance.

### 2.4 Cancellation:

The Lettings team within Finance must receive, in writing, notification of any cancellation, at least seven working days before the date booked. No refund is due to the hirer if cancelled in a lesser period.

If due to unforeseen circumstances (weather etc.) school is closed and the event is cancelled the booking charge will be reimbursed. School is not liable for any additional costs the letting client may have incurred.

One month's notice is required to terminate arrangements made for the regular hire of school premises, but any abuse on the part of the hirer will lead to immediate cancellation of the letting.

### 2.5 Hiring not transferable:

The hirer is not allowed to transfer the hiring to any other person or organisation or sublet any element of their let space to another party.

### 2.6 Consultation with Lettings team:

Detailed arrangements for the use of the premises shall be made by the hirer with the Lettings team including, where necessary, arrangements for the erection and/or dismantling of any equipment. The IT and Site teams will be involved as required.

#### 2.7 Site Management:

The school site team can with their discretion and at cost to the Lettee allow the use of any other parts of the school building in addition to those specified on the booking form.

No payment is to be made directly to school site team.

### **3. Conditions for use of School Premises**

The following conditions for the use of school premises by any hirer shall apply.

3.1. At all times parking restrictions apply on school premises. Parking in designated disabled spaces is strictly for blue badge holders ONLY.

3.2. If use of the school kitchen is required, express permission must be obtained from the Catering Manager (contact details are available from Lettings Department.)

3.3. Medical Room shall not be used by any outside individuals or bodies for any purpose whatsoever.

3.4. No intoxicants shall be sold, supplied, or consumed on the premises of the school, except at special functions for which the Principal or Governors have granted special dispensation. At these functions the Hirer must ensure that persons under 18 years of age must not be sold or supplied with or consume any intoxicants.

3.5. Smoking is not permitted anywhere within the school grounds.

3.6. No polish or similar materials shall be applied to floors. School premises must be left in satisfactory order for re-opening at the usual time of the next school session.

3.7. No paint shall be applied to any area within the school without the express permission of the Lettings department. Any paint applied must be repainted once the function has completed with the paint specified by the Site team to restore the building ambience to its original condition.

3.8. The hirer shall reimburse the school or such a person as the school shall direct in respect of any damage to property sustained in the course of hiring.

3.9. For any public entertainment, the hirer shall be responsible for the prevention of overcrowding such as to endanger public safety and for keeping clear all gangways passages and exits. The hirer is also responsible for indicating the emergency exits and associated procedures at the beginning of any performance or meeting.

3.10. Where school premises are required for concerts or for dramatic, musical, film or any other public entertainment, or if visual aids are used, the Hirer must ensure that:

3.11 The requirements to the Inland Revenue Department with respect to entertainment tax have been made.

3.11.1 Copyrights are not infringed.

3.11.2 The requirements of the licensing justices, when necessary, have been or will be met.

3.11.3 No play shall be performed or shown which in any way could cause offence to public feeling.

3.11.4 In the case of film shows, only non-inflammable film is used and that adequate fire extinguishers are provided by the Hirer.

3.11.5 The provisions of the Children and Persons Acts with regard to performances by children, have been or will be, observed.

3.11.6 Any licence necessary under the Theatres Act 1968 and the Cinematograph Acts have been, or will be, obtained. A copy of the licence will be produced before the event takes place

3.11.7 Any licence necessary to play or perform music in public has been, or will be obtained. A copy of the licence and/or proof that the licence has been applied for to be produced before the event takes place.

Please see the following link <https://pplprs.co.uk/>

#### **4. Availability of the facilities**

Within any programme of use the following must be taken into account:

4.1 School programme will always take precedence in the hire and use of school facilities.

4.2 Time needs to be allocated to ensure adequate cleaning time for all areas

4.3 Term Time

##### **Monday - Friday**

Before school: currently no available space to hire

3.30 – 6pm: All Sports facilities are unavailable. Limited space in other areas may be available subject to the Principal's approval.

6pm – 10pm: School facilities are available to hire

After 10pm: By special arrangement only – normally for 'one off' functions only by agreement with the Lettings team.

##### **Saturday**

9am – 6pm: Some school facilities are available to hire on a case by case basis.

6pm – 10pm: By special arrangement only – normally for 'one off' functions only by agreement with the Lettings team.

<b>Sunday</b>	<b>Closed</b>
<b>Bank Holiday Weekend</b>	<b>Closed</b>

4.4 School Holidays – NON Term Time

If required by the lettee we will endeavour to offer the letting facilities offered as per term time.

School closures are as per the facilities booking form which the hirer will be issued with termly in advance.

School will always be closed on the following dates:

- Statutory Bank Holidays and the weekend preceding the Bank Holiday.

- Christmas Holiday. Usually closing on the last day of Autumn Term and reopening on the first day of Spring Term.
- 'Deep cleaning' week during Summer Term. Usually the last week before Autumn Term starts.

Facilities may also be made available during the day however this will depend on the maintenance, redecoration programme and available staffing

#### 4.5. Start and finish times of hire

Lettings must operate within their respective start and end times as specified on the booking form.

Consideration **must** be given by all clients to ensure the time they have hired their respective facility is adhered to and it does not encroach on the prior or next user.

During the school week, unless an earlier start/later finish has been agreed and authorised within the booking form **no** letting will begin, and **no** entry will be permitted to school premises before 6pm.

We reserve the right to apply a hire charge at the appropriate room rate for any letting which does not adhere to the times booked on the booking form.

### 5. Insurance

The hirer shall indemnify the school for any loss, damage or expense arising from the hiring, unless such loss/damage or expense arises from any personal injury caused by the negligent action or inaction on the part of the school, their servants or agents.

The hirer will have in force liability insurance which provides indemnity to those persons or groups using the school premises. The hirer will be required to sign that they have this cover in place at the time of booking and must produce such evidence of cover as school may reasonably require.

### 6. Safeguarding and 3rd Party Providers or Groups using the site

The hirer shall ensure that where a hiring involves activities where children will attend they have appropriate safeguarding policies and procedures in place.

The hirer and those persons likely to have contact with children are required to hold a Disclosure and Barring Service certificate.

The hirer will provide to the school sight of the original Disclosure and Barring Service (DBS) certificate for each member of staff who are in a 'role of responsibility' e.g. committee member, organiser, leader. School will hold a central record of the DBS and in the event of the personnel changing it is the responsibility of the hirer to update school with the changes.

The Governors reserve the right to require the Hirer to produce evidence that DBS checks have been carried out on all persons and to review safeguarding on policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the Governors are not satisfied then they have the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid.

Safeguarding concerns or issues for children should be reported to;

Children's Services, Solihull 0121 788 4300  
Monday – Thursday 8.45 – 5.20  
Friday 8.45 – 4.30  
In an emergency call 999.

## **7. Fire Evacuation Procedures**

The Provider should ensure that all attendees of their event are made aware of the school's evacuation procedures.

In the event of the fire alarm ringing in school the alarm monitoring system will contact the Duty Site Manager and Fire Brigade will be called if necessary.

If the Provider discovers a fire, or someone in the building has shouted "*Fire*" and the school alarm is not yet ringing, the Provider should quickly find the nearest fire alarm point and activate the alarm.

It is the priority of the Provider to ensure that all the club members in their care leave the building as quickly and quietly as possible. The Provider must ensure they have made adequate provision for the effective evacuation of attendees who are disabled and/or have mobility difficulties. No one should stop to collect belongings to take with them. The Provider should if possible close all doors behind them in any rooms being used and check that there is nobody in the nearby toilets.

The Provider should take with them the register, contact telephone numbers and any staff signing-in book. **A register should be maintained and taken each session.**

The Provider should ensure that the members walk out to the front of the school premises to assemble *inside the boundary hedge to the left of the main vehicular access gate (by the car parking area)*. The members should gather together, facing the Provider so that registers can be checked.

The Provider should then make contact with the nearest member of school staff to let them know that everyone is out of the building. It is especially important that the Provider informs school staff of any member who should be at the club but has not yet arrived.

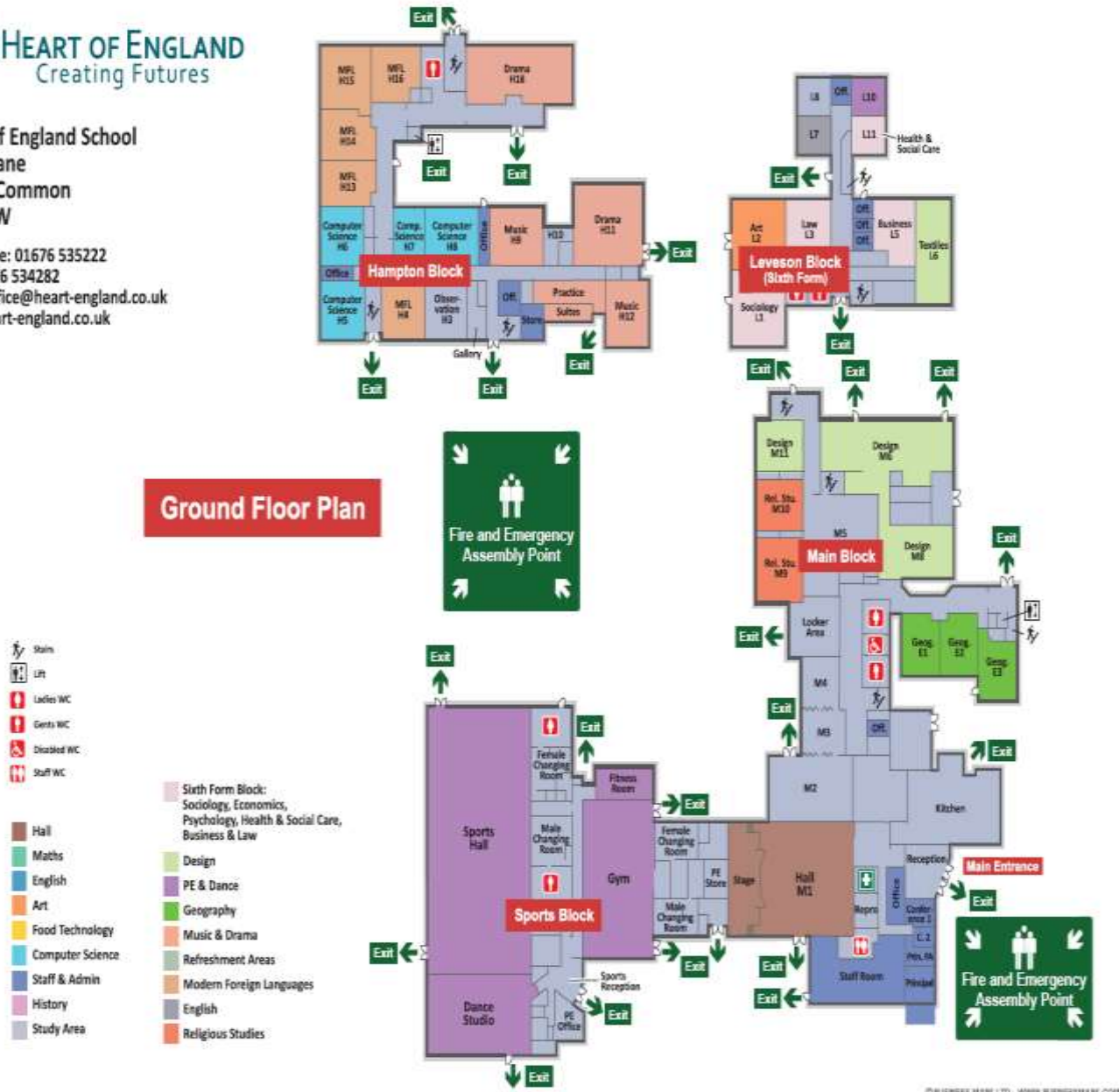
It is the responsibility of the Provider to supervise the members as they congregate, being aware of any distressed members. Care of the club members is always the main priority.

At no time must the Provider attempt to tackle a fire.

The Provider should undertake their own fire drill at least once a year, using the designated exit (but bearing in mind any alternative exits). A record of such fire drills should be kept in a suitable book for reference purposes.

Heart of England School  
Gipsy Lane  
Balsall Common  
CV7 7FW

Telephone: 01676 535222  
Fax: 01676 534282  
Email: office@heart-england.co.uk  
www.heart-england.co.uk



## 8. Inclement Weather Protocols

**NB: It is very important the hirer updates us on their contact details including any changes**

The policy can be obtained from the following link and is explained below;

<http://www.heart-england.co.uk/about-us/policies/inclement-weather-policy.pdf>

In the event that there is concern regarding inclement weather the school follows an agreed set of protocols before making a decision that may involve a delay to the start of the school day or closing the school.

The concern for student and staff safety serves as the overriding factor when these decisions are made.



### **How do we make our decision?**

In the days leading up to a possible weather incident, we monitor local forecasts, both in the evening before the incident and in the early hours. We talk to our local authority, our local primary schools and our school bus providers.

A site inspection will be carried out prior to 7.00 a.m. involving the Site Team, a representative of the school's governing body and a member of the school leadership Team.

An assessment will be made of the school walkways and outside spaces. We will consider whether or not snow is expected to continue, assess the degree of accumulation, our capacity to clear, treat and make safe parking spaces and walkways and the risk of any potential interruption to our heating or electricity supply.

Many of our students walk to school or face a long wait at a bus stop so consideration will also be given to the temperature and issues affecting pedestrian safety.

We must consider the risk to our least experienced drivers; our school students and travel conditions elsewhere in the borough will also be taken into consideration.

Our school requires a minimum number of staff to be able to operate safely so consideration will be given to how many staff are able to travel safely to school.

If conditions are such that child safety or the safety of staff are at risk the decision will be taken to close the school.

We try to make the decision as early as possible and before 7.00 a.m. on the day of the incident. We will notify local media and post the information on our school website, we will start our automated text system, tweet and issue a Parentmail. We will advise Solihull MBC's Communications Department who will in turn publicise the school closure via their website and through social media. If we believe that the forecasts won't change during the night, we may make the decision to close school the night before. *(If you haven't already done so now might be a good time to update your personal details with the school.)*

Our first buses begin collecting children after 8.00 a.m. so we will work diligently to make the decision as soon as possible and to notify families in advance. We know that waiting much later in the morning limits parents' options when they are making childcare decisions so we will do our best to make

If the bad weather continues, every effort will be made to keep the school running to a normal working routine but we will continue to update you regularly.

Sometimes during the course of a school day conditions around the school can deteriorate quickly and we may have to make a decision to close in order to allow children to get home safely and in good time. We realise that some parents will be inconvenienced by a decision to close the school in these circumstances but we endeavour to make that decision based on the best possible information, taking into consideration the advice issued by our school bus providers and with the welfare of students and staff a priority.

Parents should contact school to advise if someone other than themselves will be collecting.

In the most extreme conditions, parents can be assured that their children will remain in warm, safe and dry conditions until the safe collection of their child can be arranged.

Whilst we may make a decision based on local weather conditions to leave our school open, the decision to travel to school rests primarily with the parent/carer.

**LETTINGS POLICY AGREEMENT**

**Procedure and Conditions for the  
Hiring of School Premises and Grounds  
2019 - 2020**

Signed for Heart of England School.....

Name: .....

Position: Lettings Manager

Date .....

**Lettee**

Signed .....

Name of Lettee.....

Organisation/Group.....

Role within Organisation/Group.....

Date.....

**Appendix to Lettings Terms and Conditions for the Balsall Common Fun Run Annual Event**

**22<sup>nd</sup> September 2019**

**Agreement between Heart of England School and Lily Mae Foundation**

Lily Mae Foundation have agreed for the 2019 Fun Run to contribute to the costs incurred by the school for hosting the event. The following is a summary of the entry fee 'levy' which they are applying for the runner.

Adult non-affiliated runners £2.00 to the entry fee

Adult affiliated runners £1.50

Junior runner £1.00

Heart of England School will supply the following facilities:

10 <sup>th</sup> , 11 <sup>th</sup> & 12 <sup>th</sup> September 2019	Classroom from 7pm -9pm for Marshall training.
Friday 20 <sup>th</sup> September 2019	Access to school Field from 4pm for delivery of the barriers. Site team to facilitate
Saturday 21 <sup>st</sup> September 2019.	Sports Hall and Field 9am – 3pm. Site Manager requested to open and close Sports Hall. Andrew Livingstone will facilitate access to the Field
Sunday 22 <sup>nd</sup> September 2019.	Sports Hall, Main Block toilets 8am – 3pm Site Manager requested to open and close School
Monday 23 <sup>rd</sup> September 2019.	Access to yard from 4pm for collection of the barriers and waste bins. Site team to facilitate.

Signed

\_\_\_\_\_

Name & Position \_\_\_\_\_

On behalf of Heart of England School

Signed

\_\_\_\_\_

Name & Position \_\_\_\_\_

On behalf of Lily Mae Foundation