



## Thameside Primary School: Lettings Policy

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Approved by Governors: March 2021

Review date: March 2022



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<b>Policy reviewed by:</b>	Vicki Lucas
<b>Key Changes:</b>	<p>Fire Safety Policy combined with this policy – see appendix Section 7 on insurance updated</p> <p>The rest of the policy remains fit for purpose.</p>



This policy is subject to an annual review, taking into account advice and instructions received from the Local Authority in respect of school building letting arrangements.

## 1. Introduction

The Governing Body regards the school building and its grounds to be a community asset and aim to maximise the schools generated income from private out of hour's lettings wherever possible. The overriding aim of the governing body is to support the school in providing the best possible education for its pupils, the promotion of equality of opportunity and the community cohesion of the local area. Any lettings of the premises to outside organisations are to be considered with this in mind. The purpose of this policy is to provide instructions to the hirer for the management of lettings at Thameside Primary.

## 2. Definition of a letting

A letting may be defined as 'any use of the school building and/or its grounds by parties other than the school and its partners'. These may be Community lettings by groups (such as local football teams/music groups) or Commercial lettings (such as local businesses). The activities listed below fall within the corporate life of the school and therefore are not deemed as lettings and will be given full priority of use of the school grounds.

- Governing body meetings
- Extra-curricular activities for pupils of the school, organised by the school
- School performances
- Family learning
- Parents meetings
- PTA Meetings and PTA organised events

## 3. Priority for lettings

Lettings should be agreed and prioritised in the following order, with school lettings (for pupils and/or parents/carers with educational benefits) followed by Community lettings and then Commercial lettings. Those that promote gambling are not permitted. The school retains the right to refuse a letting request if the purpose of the let is deemed detrimental to the school's reputation or local community.

## 4. Cost of lettings

The governing body is responsible for setting charges for the letting of the school premises. These charges will differ between 'groups' and the Headteacher shall determine which group each application for letting belongs to. The Headteacher has the authority to offer discounts or subsidies for lettings as they deem appropriate. The school is constrained by law to add value added tax to all transactions where appropriate. Educational lettings would not usually be subject to VAT, however exceptions do apply and it is the responsibility of the Headteacher and the School Business Manager to determine this when costing for individual lettings. A minimum hire period of 1 hour is to be charged and room hire should generally be charged in hour periods up to the maximum number of hours detailed below.

The school will not proceed with any lettings unless the full hire charge is paid in advance.

The costs for items listed below will be covered by all lettings.

- Staff Premises overtime (additional costs if applicable will be invoiced)
- Heating and lighting (included in hourly rate)



- Administration costs (included in hourly rate)
- Additional cleaning (additional costs if applicable will be invoiced)
- Estimation of wear and tear incurred by the user (included in hourly rate)
- Damages and costs of repair (additional costs if applicable)

**5. Standard rates for lettings are as follows:**

**During School Term Time**

**Community Lettings**

Room Type	Capacity (Approx)	Hourly Rate (p/h)
Initial Arrangement Fee	N/A	£6.00 (one off charge)
School Hall/ Stage	30	£20.00
Classroom	30 (based on children)	£20.00
External Playground/field	200	£30.00

**Commercial Lettings**

Room Type	Capacity	Hourly Rate (p/h)
Initial Arrangement Fee	N/A	£6.00 (one off charge)
School Hall/ Stage	100	£30.00 per hour
Classroom	30 (children)	£26.00 per hour
External Playground/field	200	£40.00 per hour

**Charged VAT 20% (No VAT will be added if the purpose of let is educational)**

The same rates will apply during school holidays, however additional charges might be applied for overtime of staff to open and lock the building. A reduced daily rate will be considered at time of booking.

**Overtime Payments.** Premises staff required to manage lettings are to receive overtime payments in accordance with Reading Borough Council pay instructions.

Monday to Friday normal rate of pay  
 Saturday 1.5 x normal rate of pay  
 Sunday 2 x normal rate of pay

**Equipment** - use of school's equipment (e.g. Projector) will also incur a cost.

**6. Considering Applications for Letting**

Each potential hirer will complete a Hirer Application form for consideration by the school, a copy of which is attached to this policy. A record of all enquiries should be kept on file. The Head teacher is to make all decisions on lettings, giving consideration to:

- The priorities set out by governors and agreed by the school in the schools lettings policy
- The availability of facilities and staff to open and lock the building at required times \*



- The schools equal opportunities policy
- The schools child protection policy
- The schools Health and Safety policy

\* If the caretaker cannot provide the service, the Lettings Manager may be able to make alternative arrangements.

**Suitability of Hirers:** When considering requests for lettings, due regard is to be given to the school's reputation and the manner in which the letting may reflect on the school. Lettings for political purposes, or those which are likely to give rise to inconvenience or offence to neighbouring residents, are to be refused. Authority to accept or refuse individual lettings is delegated to the head teacher. Hirers should consider noise levels and ensure this is kept to a minimum during evening hours.

**Cost and Resource implications:** Overtime for premises staff if called out, heating and lighting costs, administration costs, additional cleaning costs, possible wear and tear.

**Health and Safety:** Lettings are to comply with the same health and safety requirements as those which are applicable to school activities. Hirers are required to provide the school with an up to date Risk Assessment for the intended use of the hire. The school will provide a Fire Safety Policy that must be read in advance of the hire and a signing in folder will be available in the hall for hirers on safety fire procedures.

**Safeguarding (if applicable):** Enhanced DBS clearance must be held with all users/instructors on site, issued with the company applying for the letting. This is applicable where children may be present and/or where the activity is being held in the same vicinity as children present. This may vary depending on school activities being held after school hours and the hirer will be advised prior to the event.

#### **Use of school or college premises for non-school/college activities**

Where the school rent out school facilities/premises to organisations or individuals (for example to community groups, sports associations, and service providers to run community or extra-curricular activities) the school will ensure that appropriate arrangements are in place to keep children safe.

When services or activities are provided by the governing body or proprietor, under the direct supervision or management of their school or college staff, their arrangements for child protection will apply. However, where services or activities are provided separately by another body the school will seek assurance that the body concerned has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed); and ensure that there are arrangements in place to liaise with the school or college on these matters where appropriate. The school will also ensure safeguarding requirements are included in any transfer of control agreement (i.e. lease or hire agreement), as a condition of use and occupation of the premises; and that failure to comply with this would lead to termination of the agreement.

#### **7. Public Liability/ Indemnity Insurance**

The school's Public liability insurance to cover the hirer is only available for school organised events, charities or any organisation/association that is not a legal entity. In these cases the premium for recharge to the hirer an addition insurance charge of 11% of the total cost will be added to the invoice.

**Definition:** A legal entity is an individual or group/company that has legal rights and duties related to contracts, agreements, payments, transactions, obligations, penalties and suits. The term applies to any kind of organisation formally constituted according to the particular set of laws governing the country.



The school reserves to the right to request Public Liability Insurance (PLI) from the hirer for the cover of up to £5 million where it considers the company to be a legal entity. A copy of the PLI should be provided to the school prior to any letting taking effect. This will be held on file for the period of the booking.

The RPA (school's insurer) will provide cover under the extension for Hirers Liability (Section 4 - Third Party Public Liability of the RPA Membership Rules) to any person or group of individuals who would not be expected to have their own Third Party Liability Insurance such as friends getting together to play a sport or families hiring the premises for functions, for example birthday parties.

We can confirm that loss or damage to school property (buildings and content) will be covered by the RPA insurance during the hire. However please note that the RPA excludes cover for theft or attempted theft by anyone lawfully on the premises. If the hirer falls under the definition "Hirer" then the RPA will not pursue the hirer for loss or damage caused to school property by the hirer.

During the hire suitable risk assessments covering all activities (other than those already covered by risk assessment) would need to be undertaken, recorded and adhered to, taking into account COVID secure measures, if applicable at the time of the hire.

## **8. Approval of Lettings**

Lettings are to be approved by the head teacher. Once approved a letter of confirmation is sent to the applicant along with a copy of the schools terms and conditions and a lettings contract. The lettings contract is to be signed and returned to the school prior to use. Contracts are to be entered into only with named individuals or designated agents of organisations. Once applications have been agreed by the head teacher the head teacher or School Business Manager is to sign the Lettings contract on behalf of the school. No lettings are to take place where a signed contract. The person/company hiring the premises will be invoiced for the cost of the letting in accordance with the schools current scale of charges.

## **9. Deposits and Settlement**

Hirers will be invoiced in advance of the hire and payment must be received before the day or first day of the hire. Payments should be made to the school and paid via bank transfer to the school's main bank account. If bank transfer is not possible, a cheque for the full amount will be accepted.

Any fees that are not paid will result in cancellation of any remaining bookings and further booking requests will be denied. See cancellation paragraph for refunds on hire charges.

## **10. Charging Policy Review**

The School Business Manager (Lettings Manager) will review the Lettings Charges in conjunction with the Governing Finance and Staffing Committee annually before the new financial year. Any changes will be communicated to regular hirers to ascertain whether they wish to continue with their usual Let.

## **11. Cancellations**

School events will take priority over lettings. However the School will accommodate hirers whenever possible.

In the event that a letting has to be cancelled:-



by the school - the Lettings Manager will inform the hirer in writing as soon as possible and, in any case, at least 3 days before the intended let (full refund will be offered);

by the hirer - for a single booking - the hirer must advise the school at least 3 days before the proposed Let (full refund will be offered). If in default of this the hirer will be liable for the set charge (no refund will be offered).

by the hirer - for termination of contract - 4 weeks written notice (full refund will be offered).

## **12. Security of the site before and after use of the let premises**

Where the hire is restricted to the use of the school hall only, the responsibility for locking up the building will be that of the Hirer in accordance with the school's defined security procedures. The hirer is expected to agree and sign a declaration that they are agreeing to the terms of hire including setting the alarm and locking the site on exit. See separate security instructions.

## **13. On enquiry to book the school premises, the Lettings Manager will:**

The school will send to the hirer a Lettings Application Form for completion and return.

On receipt of the Lettings Application Form and proof of Public Liability Insurance, issue a standard contract letter to the hirer, on behalf of the school governors, accepting the letting together with a copy of the signed agreement. This will include the Fire Safety Policy. At the same time the Lettings Manager will issue an invoice (payable in advance of the date of the letting).

Full payment should be made to the school before the date of hire.

Once payment has been received a receipt may be requested from the Lettings manager.

Should payment not be received as agreed, the letting will be deemed cancelled and will not be honoured by the school.

Inform the caretaker of all intended dates. If the caretaker cannot provide the service, the Lettings Manager may be able to make alternative arrangements the allocated space and equipment is made available to the hirers. Failing that, cancel the booking.



# APPENDIX

## Fire Safety Policy & Agreement for Hire of Premises (Lettings)

### Introduction

As building usage becomes ever more flexible in response to the needs of the local community, so compliance with fire safety legislation becomes more important.

Fire legislation now requires a 'risk-based' approach; whereby the level of control measures required are determined by the level of risk of fire to persons and property.

The new legislation is quite explicit in that the Responsible Person (in this case the Lettings Manager/the school) is now liable to take all reasonable steps to ensure the safety of relevant persons at the premises. This Fire Safety Policy, (and associated documents in the folder), gather together all necessary information and guidance thus to reduce any significant risk of fire.

**To achieve compliance, the following person has been given delegated authority to deal with fire safety matters in these premises: Vicki Lucas, School Business Manager (Lettings Manager)**

For ease of use, (and updates), this Fire Log Book shall be in loose leaf format, e.g. A4 ring binder, kept up to date, and available for inspection by the Hirer and the Corporate Health and Safety Team, Property Services or the Enforcement Authority as required.

### Purpose

The purpose of this logbook is to assist the person with delegated authority with co-ordinating in a single location, a fire safety management system that demonstrates compliance with current fire safety legislation.

### Scope

This Fire Log Book provides for **mandatory** information for the lead Hirer to ensure the Hirer and any persons present during the hire are safe and know what to do in event of a Fire.

### Employees Fire Instruction & Procedures

In the event of fire, the safety of occupants depends heavily upon the ability of the Hirer to respond promptly; therefore all Hirers will be made aware of, instructed and trained to ensure that they understand the fire precautions applicable to the building and the action to be taken in the event of fire.

All occupants should be made aware of the school's evacuation procedures and be aware of fire exits and assembly points.



The Hirer is required to have a register of any persons present in the building during the period of the hire and all persons should be accounted for at the designated assembly point in the event of a fire.

Instructions will be given by the Hirer to others persons present during the hire on the evacuation routes out of the building in use. A map of the building's fire routes and escapes is provided in this folder and signposted near the exits in the building.

Instruction by the Hirer will generally be expected to cover the emergency plan, including:-

- The action to be taken upon discovering a fire;
- The action to be taken upon hearing the fire alarm including arrangements for checking the premises to identify any persons remaining in the building;
- Raising the alarm and the location of alarm call points and alarm indicator panels;
- The correct method of calling the fire brigade. By use of a telephone within an area of the building (at the assembly point) which is not considered at risk or by use of a mobile phone etc;
- The location and use of firefighting equipment;
- Knowledge of escape routes;
- Appreciation of the importance of fire doors and of the need to close all doors at the time of a fire and on hearing the fire alarm;
- Arrangements to provide relevant information to the emergency services as they arrive including details of any persons who may be missing and the extent, location and nature of the fire.

At conspicuous positions in all parts of the premises printed notices will be exhibited stating, in concise terms, the essentials of the action to be taken upon discovering a fire and on hearing the alarm.

## **FIRE PROCEDURES:**

### **If you have a FIRE during your hire**

If anyone discovers fire or smoke, smells burning or suspects there is a fire (but not just an alarm activating) you are advised to raise the alarm by breaking the glass in the nearest fire alarm call point, exit the building via the nearest fire exit, and **dial 999**. The Fire and Rescue Service will make an immediate response while you are evacuating the premises of all persons. There should be someone nominated to meet the Fire and Rescue Service on arrival to inform the crew about the nature and location of the fire. In the first instance this would be the Hirer until such other time a person from the school is present.

Once the fire and rescue service have been notified, the Hirer should call the responsible person for the school: **Vicki Lucas, School Business Manager (Lettings Manager) Tel: 07787 803251 or Sophie Greenaway, the Headteacher Tel: 07957 348 836 or Richard Harvey, Caretaker- 07498 762 232.**

### **Premises with Automatic Fire Alarms during occupied periods:**

When the automatic fire alarm is activated for any reason the following actions must be included in the premises emergency action plan:-

- All non-essential persons to be evacuated from the premises;
- A named nominated person 'The Hirer' to check the fire alarm panel to determine where the possible fire is located and carry out a sweep of the area to evacuate people and to determine if there is an



- actual fire or a false alarm;
- If the nominated person discovers fire or smoke, smells burning or suspects there is a fire they are to dial 999 and leave the building. The nominated person should await the arrival of the Fire and Rescue Service to provide relevant information as they arrive including details of any persons who may be missing and the extent, location and nature of the fire.

If the nominated person can find no evidence of a fire or smoke then do not call the Fire and Rescue Service. The fire service may still attend onsite. The Hirer should contact the responsible person for the school listed earlier.

When the Fire and Rescue Service have been called to attend site the fire alarm panel must not be reset until the all clear has been given.

The above procedures will apply even if the alarm is passed directly to the Fire and Rescue Service via an alarm receiving centre.

**Warning: As the Fire and Rescue Service will not automatically respond to reports from alarm receiving centres during occupied periods (usually the usual school opening hours) it is essential if there is a fire or signs of a fire to call the Fire and Rescue Service via 999.**

#### **During Unoccupied Periods:**

When the premises are unoccupied and the Fire and Rescue Service receive a 999 call from the Hirer or automatically via an alarm receiving centre an emergency attendance will be made. Whilst awaiting the attendance of the key holder 'the responsible person for the school' the Fire and Rescue Service will carry out an external check of the premises. If the key holder does not attend within 20 minutes to provide access, depending on a risk assessment at the scene, the Fire and Rescue Service may force entry to allow an internal search of the premises or return to their base station.

#### **Assembly points & Emergency Fire Vehicles Access (via next road along Elliot's Way)**

The nearest assembly point will be at the front of the school across the road by Bristow Court on Harley Road.

If the route is blocked by fire to the front of entrance/exit of the school, you should assemble on the field in the school grounds. The code to open the large emergency gate adjacent to Elliot's Way on the field is 2 0 1 8.

This gate will also allow access for the fire service to bring their vehicles on site.

All persons should be accounted for during roll call and the names of anyone unaccounted for must be given the first attending fire officer.

#### **Checklist for Hirers**

- Look at the plan of the building in the folder and know where the fire exits are around the building.
- Look for your nearest call points to raise the alarm in the event of fire
- Know where your assembly points are and where the emergency access is on the field.
- Have a register of persons in the building and take with you to assembly point
- Have the school responsible person contact details available or saved in your phone.



## Section 2

### Useful Telephone Numbers.

**In an emergency dial (9) 999**

<p>Emergency Contact Number School</p> <p>Responsible Persons</p>	<p>Vicki Lucas, School Business Manager (Lettings Manager) Tel: 07787 803251</p> <p>Sophie Greenaway, the Head teacher Tel: 07957 348 836.</p> <p>Richard Harvey, Caretaker- 07498 762 232</p>
<p>School Emergency Access Gate (on the field) for Emergency Vehicles to access site</p>	<p>2 0 1 8 (padlock)</p>
<p>Electricity</p>	<p>In First instance telephone Property Services</p> <p>Southern Electric - Telephone: 0845 770 80 90</p>
<p>Water</p>	<p>In First instance telephone Property Services</p> <p>Thames Water (Customer Centre) - Telephone: 0845 9200 800</p>
<p>Gas</p>	<p>In First instance telephone Property Services</p> <p>Transco Emergency - Telephone: 0800 111 9999</p>
<p>Reading Borough Health and Safety Team</p>	<p>Sarah Jolly Senior Corporate Health &amp; Safety Advisor Human Resources &amp; Organisational Development</p>



	<p>Reading Borough Council</p> <p>2nd Floor South, Civic Offices, Bridge Street, Reading, RG1 2LU</p> <p>Sarah direct: 07736382514</p> <p>Telephone: 0118 9372485 or 0118 9372519</p>
<b>Reading Borough Emergency Planning Officer</b>	<p>Brett Dyson Emergency Planning &amp; Risk Management Officer 0118 937 2235 <a href="mailto:brett.dyson@reading.gov.uk">brett.dyson@reading.gov.uk</a></p> <p>Mobile: 07703 223222</p>
<b>Local Police Non Emergency</b>	<p>Telephone: 101</p>
<b>Local Hospital</b>	<p>Royal Berkshire Hospital London Road, Reading RG1 5AN Telephone: 0118 322 5111</p>
<b>Royal Berkshire Fire and Rescue Service</b>	<p>Royal Berkshire Fire and Rescue Newsham Court Pincents Kiln Reading Berkshire RG31 7SD</p> <p><b>Reception Opening Times:</b> Monday to Friday 09.00 -17.00</p> <p><a href="tel:01189452888">0118 945 2888</a></p> <p><a href="mailto:reception@rbfrs.co.uk">reception@rbfrs.co.uk</a></p> <p><b>In an Emergency Call: 999</b></p>



### Section 3

#### Site Map

The premises Site Plan will show:

- *Essential structural features such as the layout of the building, escape routes, doorways, walls, partitions, corridors, stairways etc (including any fire-resisting structure and self-closing fire doors provided to protect the means of escape);*
- *Location of heat and smoke detectors;*
- *Location of emergency lighting;*
- *Means for fighting fire (details of the number, type and location of the fire fighting equipment e.g. fire extinguishers);*
- *The location of manually operated fire alarm call points and control equipment for the fire alarm and sounders;*
- *The location of any emergency lighting equipment and any exit route signs;*
- *The location of any automatic fire-fighting system and sprinkler control valve;*
- *The location of the main electrical supply switch, the main water shut-off valve and, where appropriate, the main gas or oil shut-off valve;*
- *The location of any hazardous or flammable substances or pressurised containers (e.g. oxygen cylinders);*
- *Siting and marking of external fire assembly points.*

