



Premises Lettings Policy

Agreed by Governors on 23/01/2017

Signed by Chair of Governors : Sally Birkbeck

A handwritten signature in blue ink that reads "Sally Birkbeck".

Statutory Policy No

Review due annually (particularly hire charges)

Date	Description
17.01.11	Approval by Governing Body
28.11.11	Review and Approval by Governing Body :
04.11.13	Review and Approval by Governing Body :
20.01.14	Review and approved by Governors
23.01.17	Agreed by Governors
01.01.18	To be agreed by Governors

1. Introduction

This document sets out the School Lettings policy and the terms and conditions under which a letting of the school premises may be agreed.

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, leisure and commercial purposes.

Use of the school premises by the school or on behalf of the school are not subject to the charging elements of this policy.

A copy of this policy, which includes the booking conditions, will be sent with the application form to the Hirer when the initial enquiry is made.

2. Categories of Lettings

The use of the school premises is divided into the following three categories:

- i. Community and Leisure Learning (e.g. adult education by a local community group and Bradford Council ran schools)
- ii. Public bodies (e.g. Bradford Council departments, Academies and Free Schools, the NHS Bradford District Care Trust)
- iii. Commercial (e.g. any private sector organisation)

3. Availability of Premises

Designated areas within the school are available for hire unless required by the school. No letting will be agreed for bank or public holidays.

4. Charges

The Governing Body reserves the right to make a charge for the use of the school premises. The Charge will vary according to the category of the letting as laid out under heading 12 Charges.

Please note additional safe guarding charges will be made if the school premises are hired during school times when the pupils are on site, and restricted access cannot safely be put in place. See DBS paragraphs page 4.

5. VAT

VAT is normally chargeable only on lettings of sports facilities (a concession may be available from H.M. Revenue & Customs if certain conditions are met). Before agreeing to any letting where there is possibility that VAT should be levied guidance will be sought from:

Principal Taxation
Advisor,
City of Bradford Metropolitan District
Council, Department of Corporate
Services
Financial
Services
5th Floor, Britannia
House Hall Ings
Bradford
BD1
1HX

6. Application Procedures

The school recommends that **before** making an application for hire, a visit be made to the school to confirm the suitability of the facilities provided. Visits can be arranged by contacting the Business Manager on 01274 666472.

The following process is to be followed for any proposed letting;

- a An Application to hire form, available from the school, should be submitted to the Business Manager at least four school working weeks before the first day of the proposed letting. In the case of block bookings, six school working weeks' notice should be given. This 'prior to letting' notice is required to ensure safe guarding checks are in place before the letting commences, and any pre letting meetings and paperwork requirements can be completed.

The person signing the form will be considered to be the Hirer. The Hirer will be required to return a signed copy of the completed form to the school before a booking can be accepted.

The acceptance of the booking by the school will be confirmed to the Hirer by the return of a copy of the Application to hire form signed on behalf of the school by the Headteacher, Deputy Headteacher or Business Manager.

- b All applications will be considered on their merits, taking into consideration the suitability of the activity.

The Governing Body reserves the right to:

- Refuse applications without giving a reason
- Have a school member of staff on site during all hire activities for safeguarding the school property or reputation, a charge may be made.
- Terminate any activity not properly conducted
- Refuse any applicants and their team members for safeguarding reasons. See DBS paragraphs page 4.

The cost of the letting will be invoiced by the school to the Hirer following the letting and must be paid within seven calendar days. Long term bookings are normally invoiced on a half termly basis.

CONDITIONS OF USE

7. Security of the school site

Access to the school site is via the barrier-controlled entrance off Barkerend Road. During school hours (term-time 8:00am – 4:00pm) access through the barrier can be requested by pressing the button at the barrier marked 'Delius' and speaking with a member of the school staff. For access outside of these hours the Hirer will be provided with specific arrangements before their first day of letting.

Entrance to the school building will be via the main school entrance door, which will be opened by the school at an agreed time. A security 'swipe card' that allows passage through internal access-controlled doors may be issued to the Hirer at the commencement of the letting if appropriate. A replacement charge for a lost swipe card is £25.

It will be the responsibility of the Hirer to ensure that the school premises are secure during the time they are in use, i.e. to ensure that the main school entrance door is closed when all members of the group are inside the building this must be written into the hirers Risk Assessment. Losses of the 'swipe card' must be reported to school immediately as this poses

both a security and safeguarding risk.

For security reasons no keys will be made available to the hirer.

For the duration of the letting a representative from the school will remain on the school site.

The Hirer and any persons visiting the school in connection with activities arranged by the Hirer will have due regard for the confidential nature of business around school. All hirers and organisers/staff connected to the 'hirer' will be asked to complete a Delius Special School ICT and Communication Systems and Safe Internet Usage disclaimer before the hire can commence.

The school reserves the right to make a charge in the event that any 'swipe cards' are not returned to the schools representative at the end of the letting period.

The hirer is responsible for ensuring proper safeguarding & DSB procedures follow school requirements. If the hire session is during school times when Delius Special School Pupils are on site, the hirer and/or any members of staff attending the session (or may attend the session in the case of covering absence) will be charged the full cost for school to complete an enhanced DBS (Disclosure and barring service) check and be expected to register on the update service. All DBS requirements must be met before the hire can commence. Following this process makes DBS enclosures portable and renewal should not be required for any person with a 'Portable' DBS unless circumstances arise that raise concern. Hirers must give permission for school to annually check the status of their portable DBS.

Hirers can use the facilities when pupils are on site if they already have a DBS check in place and fulfill the DBS requirements in line with the schools policy for new staff with an existing DBS check in place. The Hirers and their staff must meet all the requirements that make the existing check portable. A copy of the school DBS policy is available from school on request.

If the 'hire session' is not during school times and no Delius Special School Pupils are on site, a DBS disclosure is not required. However the hirer and their visitors must have due regard for the confidential nature of business around school. Requests for information about any concern that would be disclosed in a DBS check, which might affect their access to the school, will be asked for before access to the school is agreed. This will be recorded on a criminal background form and included in the risk assessment. No access to confidential/sensitive information will be allowed and this will be detailed in the risk assessment.

The Hirer must provide a member of their staff to be a receptionist to ensure safe transition of their customers from the reception area to the area of hire.

For the purpose of safeguarding Delius Special School pupils the schools facilities will not be hired to commercial bodies when the school is open to pupils.

School will monitor & evaluate the hirer's activities. The school reserves the right to make changes to the hirer's health and safety procedures at any time and will need full access to those procedures if requested.

8. Use of Facilities

The Hirer will be responsible for the proper use of the school facilities (specialist equipment is not generally available e.g. data projectors, interactive whiteboards, TV and video equipment, cookers etc., unless special arrangements have been made).

Hire of any specialist equipment if available may be subject to a surcharge.

The Hirer must take all reasonable precautions to ensure that there is no damage to the fabric of the buildings, furniture and fittings, or school equipment. The Hirer will be responsible for making good any damage to the premises and property.

Any precautions required to ensure the users' safety when using equipment are the responsibility of the Hirer. This includes, for example, the provision of information and training in the use of the equipment and this must be detailed in the Hirers risk assessment.

In all cases, the Hirer must ensure that risks associated with the activity are properly controlled throughout the hire period and that the premises are returned to the control of the school in a clean and satisfactory condition.

All mains powered electrical equipment brought onto the premises must be safe and evidence may be required that it has a valid test and inspection certificate (the certificate should be less than one year old for earthed equipment, or less than 4 years old for double insulated equipment). Lower voltage equipment must also be safe and in good condition. This must be detailed in the Hirers risk assessment. If the equipment is less than 1 year old proof of this, in the form of a receipt for purchase, must be provided.

The Hirer must be advised that they cannot rely on the school's risk assessments for any activities carried out during the letting and must complete their own risk assessments, a copy of which must be held by the school before commencement of the activity.

Users should acquaint themselves with the Fire and Safety regulations and procedures relating to the area of the premises in use. These will be clearly displayed in each of the designated areas. It is the responsibility of the Hirer to provide first aid equipment and trained personnel. They must also carry out their own fire drills and organise their own fire procedure. A copy of the school full fire evacuation procedure will be given to the Hirers before the hire commences.

A H&S induction including simulated fire evacuation will be held with the Hirer prior to the letting and managed by the Business Manager. In the event of long term bookings an annual review of the letting form and refreshment of Health and Safety procedures and document checks will be managed by the Business Manager.

The school will monitor and evaluate the Hirers activities. The school reserves the right to make changes to the Hirers H&S procedures at any time and will need full access to those procedures if requested.

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

The Hirer must use only that area of the building hired and must observe any instructions given by the school concerning the area available. Any furniture or equipment moved by the Hirer should be returned to its original position at the end of each session.

Toilets are available throughout the school premises.

The Hirer is responsible for ensuring that good order is kept on the premises and within the immediate environs of the school, and that the premises are left in a clean and tidy condition.

The 'Hirer' is responsible for informing school of any changes to staff and/or their roles in advance of the booking. The 'Hirer' is responsible for ensuring the new member of staff is familiar with all the documents and procedures provided to the hirer in relation to using the facilities. If applicable the new member of staff must attend a H&S session before the hire commences to allow the Business Manager to go through school procedures. All Hirers staff must have met the DBS requirements, see DBS paragraphs page 3, before the hire commences.

The Hirer will be responsible for ensuring that the group has adequate insurance appropriate to the activities organised. A copy of the 'Hires' insurance certificate must be produced for school before the hire commences.

The school reserves the right to levy an additional charge to cover:

Any additional cleaning that may be required after an event

Administration charges for school to produce pre hire paperwork and attend pre hire meetings may be charged at the relevant staff hourly rate.

The cost of repair of damage to the school fabric or equipment

Cost of replacement of any items of school equipment if uneconomical to repair

For security reasons, the Hirer will not have access to the school telephone. Hirers are urged to consider acquiring a mobile telephone for use in an emergency.

Under no circumstances are alcoholic drinks to be sold or consumed on the premises.

Smoking is **not** permitted anywhere in the school building or grounds, including the car park.

Animals, other than Guide Dogs, are not permitted anywhere on the school premises. This is purely on grounds of hygiene.

In the event of an accident, incident fire or 'near miss'

In the event of an accident to a member of the Hirer's group, the school will provide the Hirer with an Accident form that must be completed as soon as possible after the accident and passed to the school's representative on site.

The school will expect that the Hirer conducts an investigation, reviews any risk assessment for the activity and makes the school aware of the findings, before the activity can be repeated in any subsequent letting.

In the Event of Fire

A member of the school staff will immediately call the Fire and Rescue Service.

All users will evacuate the building via the nearest fire exit and muster at the designated assembly point. Users must not re-enter the building until the 'all clear' has been given.

The Fire Service will give this.

9. Licenses

There are a variety of licenses that may be required for different types of function. The onus is on the Hirer to ensure which are necessary, and must produce documentary evidence that these have been obtained before the letting takes place. The Hirer will indemnify the school against any action brought about by failure to obtain the necessary license(s). The following activities during a letting may require a license:

- Theatre license
- Copyright/Royalty license
- Cinematography license
- Music, Singing and Dancing

10. Insurance

The Hirer will be entirely responsible for the proper use of facilities and must take all reasonable precautions to ensure that there is no damage to the fabric of the building, furniture and fittings or any school equipment.

The Hirer shall indemnify the school when signing the application form against any claim for bodily injury or loss or damage to property (real or personal) whether belonging to the school, or to any other person, if the said loss, damage or injury is either caused by the negligence of the user or by the negligence of any other person using the premises hired with the permission of the Hirer.

11. Cancellations

By the hirer

Cancellations should be made in writing at least 24 hours before the proposed letting, in the event of short term letting 48 hours' notice of cancellation must be given, In the event of a cancellation being made at the appropriate time, the school will credit the Hirer for a booking the following term, if applicable. Administration charges may still be applied.

If the school finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 24 hours and, where possible, alternative accommodation will be offered. The school will accept no liability in respect of commitments incurred by the Hirer due to such cancellations.

12. Charges

The following table shows the current hourly/daily charges that the school reserves the right to levy.

	Community use	Public bodies	Commercial
Week days hourly one class room	£20	£30	£35
Week days hourly each additional class room	£15	£20	£25
Week days hourly meeting room	£20	£25	£30
Week days hourly hall or specialist rooms i.e. rebound	£35	£40	£50
Use of Schools Serving Kitchen	£10	£15	£20

Use of Schools IT Equipment	Charge TBC depending on resources used	Charge TBC depending on resources used	Charge TBC depending on resources used
Administration Charge	Charge TBC depending complexity of 'Hire'	Charge TBC depending complexity of 'Hire'	Charge TBC depending complexity of 'Hire'
Enhanced Disclosure and Barring Certificate	£60	£60	£60
Weekends and Long term bookings	Rates are available on request	Daily rates are available on request	Daily rates are available on request

Notes

A weekend/out of hours supplement will be added to the total hourly charge for all categories of letting to cover the additional cost of cleaning incurred by the school outside the standard school week. The amount of the weekend/out of hours supplement for each category is;

Community use	£20
Public bodies	£25
Commercial	£30

Charges will be levied on the basis of full hours, rounded up to the next hour, irrespective of the actual duration of the letting.

Refreshments can be provided if requested at the time of the booking. The cost will vary depending on the type of refreshments required and confirmed numbers but as a guide, basic refreshments comprising, tea, coffee, bottled water, fruit juice and a selection of biscuits for 20 people can be supplied at a total cost of £40.

A small number of flipchart easels are available but Hirers will be required to provide their own flipchart paper and any other stationery that they need. The school will **not** be able to provide any stationery or access to photocopying, fax or the internet.