

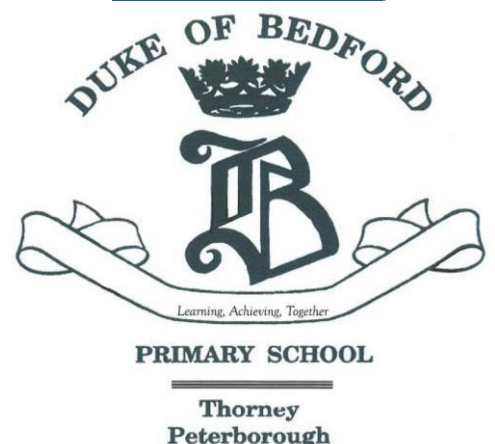
Duke of Bedford Primary
School

Lettings Policy

November 2023

Review: This policy will be reviewed by the Governing Board annually.

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Introduction

The Governing Board (GB) regards the school and its facilities as a community asset and will make every reasonable effort to enable them to be used as much as possible.

However, the overriding aims of the GB with regard to lettings are:

- to support the school in providing the best possible education for its students;
- to maintain the good condition of the site;
- to support the community cohesion of the local area;
- to maintain the good name and reputation of the school;
- to maintain good relations with the school's neighbours;
- to support the financial interests of the school.

Any lettings will be considered with these factors in mind. Day to day responsibility for lettings is delegated to the Headteacher.

Lettings

A Letting is defined as any use of the school facilities by parties other than the school and its partners. The Hirer is defined as the named individual on the letting agreement and is responsible for ensuring compliance with terms and conditions and for payment of all charges in respect of the letting. If there are any concerns about the appropriateness of a particular request for a letting the matter will be referred to the Chair of Governors who has the right to refuse a booking. Lettings are agreed on the understanding that clients publicise their service(s) as a private concern only; they must not in any way be associated with The Duke of Bedford name or brand.

Bookings should not be considered as confirmed until a signed letting agreement has been received (Annex 1).

Charges and Cancellations

Charges are reviewed annually by the governing body Finance and Resources Committee and any changes to those charges will be effective from subsequent 1 April. Payment must be made in advance of the letting.

In the event of cancellation of the letting by the Hirer the following charges will apply: Within four weeks of the letting date 25% of the total charge Within two weeks of the letting date 50% of the total charge Within one week of the letting date 100% of the total charge.

In the unlikely event that The Duke of Bedford Primary School has to cancel the booking the Hirer will be reimbursed any advance payments. The Duke of Bedford School will not incur any other liability.

The Hirer shall not assign the benefit or burden of the hiring or sublet the premises or any part thereof.

Safeguarding and The Prevent Duty – to be read by everyone involved in lettings

The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the Keeping Children Safe in Education (KCSIE) 2023 requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated. It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after-school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school. The hirer confirms that they have clear procedures on what to do if there are concerns about a member or another adult who may pose a risk of harm to children. Should any safeguarding concerns present themselves during the hire of the school premises, they shall contact Mrs Pinguet (Headteacher and DSL) as soon as reasonably practicable.

The hirer understands that if our school receives an allegation relating to an incident where an individual or organisation is using our school premises for running an activity for children, we will follow our usual safeguarding procedures and inform our local authority designated officer (LADO).

All children and young people have the right to grow up in a safe and caring environment, which includes the right to protection from all types of abuse. Children and young people have the right to expect adults in positions of responsibility to do everything possible to foster these rights. The Duke of Bedford Primary School is committed to supporting the Government's Prevent Strategy and will comply with its duty to prevent people being drawn into terrorism and to counter extremism. The Duke of Bedford Primary School will identify risk and work with local partners to prevent radicalisation and terrorism. We will not hire or let the school to any individual or group that we feel would be in conflict with our duty under the Prevent Strategy. The Duke of Bedford Primary School expects all hirers and their representatives to share this same commitment.

The Hirer must keep appropriate records and report to the school any safeguarding concerns which may arise. The governing body reserves the right to require the Hirer to produce evidence that such checks have been carried out on all persons, to review safeguarding policies and procedures and to impose any additional requirements they consider appropriate. The governing body expect this information to be available immediately upon request. If the governing body are not satisfied they reserve the right to cancel the agreement and there will be no liability to the Hirer other than to refund any payment made.

Health and Safety

The Hirer shall be responsible for all matters relating to health and safety. The Hirer must make themselves aware of the school's Health and Safety policy and take reasonable care of their own health and safety and all those involved in the letting. The Hirer is responsible for familiarising themselves and all those involved in the letting with procedures for evacuation of the premises, escape routes, assembly points, position of fire alarms, fire-fighting equipment and telephones. It is the responsibility of the Hirer to make their own arrangements for first aid.

The Duke of Bedford Primary School is responsible for ensuring that the means of access or exit are safe for the use of the Hirer and that plant or equipment used by the Hirer is safe. It is the

responsibility of the Hirer to inform the Caretaker of any fault, damage or other problem discovered during the letting.

The whole of the school site, including all buildings and all grounds, is a non-smoking area and smoking is not permitted at any time. No animals or pets, with the exception of assistance dogs are allowed within the buildings or on the school site.

If you run a club/group that involves children, it is your responsibility that you and your staff/helpers have had the necessary police checks carried out by the DBS checking service. Please confirm with the school office that this has been done and kept up to date.

What to do in the Event of a Fire

- If you discover a fire, raise the alarm by ringing a fire alarm.
- If the school fire alarm sounds during your function, please take the following action:
- Everyone in the school **MUST** go immediately to their nearest exit and make their way onto the main playground. It will be the function organisers responsibility to make sure that everyone at his/her function is accounted for. When the alarm goes off, the function organiser should notify the Fire Brigade by calling 999.
- No one must re-enter the school until permission is given either by the Fire Brigade or the Function Organiser.

The Duke of Bedford Primary School Site Supervision

A Caretaker or authorised staff member will unlock / lock the building after use. A phone number will be provided for the Hirer for emergency purposes.

TERMS AND CONDITIONS OF HIRE

Our School is committed to safeguarding and promoting the welfare of children and expects all staff and volunteers to share this commitment.

Any person wishing to hire the School premises must be over 18 years of age.

The Hirer agrees that all relevant requirements will be complied with and that all persons involved in the letting will be advised of these terms and conditions.

The Hirer is responsible for the supervision of the letting and must ensure that a responsible person is present on the premises at all times during the letting.

The Hirer is responsible for obtaining any licences necessary in connection with the letting.

School facilities must not be used for any illegal or immoral act or purpose. Use of school facilities must not interfere with educational use or cause disturbance within school or to our neighbours. The hirer is responsible for ensuring the good behaviour of all those attending the activity. Children and young people must be supervised at all times.

The School shall retain control and management of the site and the Hirer has no right to exclude the School from the site during the letting. Users of school facilities must not harass, abuse or threaten any person on or around the school site in any way.

School facilities may only be used for the purpose, length and time specified in the booking, which includes setting up and clearing away. The Hirer must ensure that only the areas hired are used.

The Hirer is responsible for ensuring that the letting finishes at the agreed time. Additional charges may be made for lettings that exceed the times booked.

No use may be made of school equipment without the prior agreement of the school.

The Hirer agrees that no (electrical) equipment will be used without prior approval and that the installation of the Hirer's equipment will be carried out by competent personnel. Electrical equipment must carry a current PAT test label.

General school policy is that we do not permit filming/photography on site. Where the school is required to be used for this purpose, prior permission must be sought from the Governing Body. All requests will be considered on a case by case basis and a decision made. In the event permission is granted, it will only be on the proviso that the school is not identified nor any of its students and staff in the filming or photography.

The Hirer must leave the areas used clean and tidy. Failure to do so will result in extra charges being made for cleaning.

The Hirer accepts full responsibility for any damage to or theft of Duke of Bedford School property that occurs during the letting. Any damage to school facilities must be reported immediately to the Caretaker.

The Duke of Bedford Primary School accepts no liability for any personal property or equipment brought into or left in the premises which are damaged, lost or stolen, during the letting.

The Hirer agrees to indemnify The Duke of Bedford Primary School against all claims, actions and liabilities arising from the use of the premises by the Hirer, apart from claims and actions arising through the negligence of the School, its servants or agents.

Car parking is subject to availability. The Duke of Bedford Primary School accepts no liability for any damage to or theft of vehicles parked in the car park, during the letting.

The Hirer is responsible for carrying out any risk assessments of the site relating to the activity they are organising and are responsible for ensuring that those attending are made aware that they do so at their own risk.

The Hirer must have public liability insurance in place to protect against such funds as the Hirer may become liable to pay as compensation arising out of injury or illness to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of themselves, their servants, their agents or any person using the premises as part of the letting. The insurance cover shall provide a limit indemnity of not less than £5million. A copy of a valid insurance policy must be produced by the Hirer as part of the booking. Hirers should ensure that their public liability policy includes damage to premises under their control.

No relationship of landlord and tenant is created between the School and the Hirer by the agreement of a letting.

If the Hirer breaches any of the terms and conditions the School reserves the right to terminate the letting and retain any fees paid to the School without affecting any other right or remedy available to the school.

Limitations

It is strictly forbidden to enter offices or any other areas of the school which have not been booked. It is strictly forbidden to use school equipment such as the photocopier.

I confirm that I have read and agree to abide by these Conditions of Hire.

Signed.....Date.....

Name (please print).....

Appendix 1 - THE DUKE OF BEDFORD PRIMARY SCHOOL HIRE AGREEMENT FORM

To Request the use of: The Duke of Bedford Primary School. Hire Agreement No:	
<i>This form is to be completed by the applicant and submitted to the Headteacher.</i>	
Name of Hirer	
Applicant's Name, Address & post code	
Telephone Number	
Email Address	
Use to be made of the premises & maximum number of persons	
Accommodation required? With/without heating?	
Days / dates	
Times (including setting up and tidy up times)	
Furniture and equipment requirements	
Insurance certificate available / unavailable	
Caretaking requirements (opening, closing, for duration etc)	

Risk assessment will be provided for the activities listed here / Risk assessment not required	
I am satisfied with the details shown above and confirm that we accept the Conditions of use in the policy. We have appropriate insurance cover. Attach Risk Assessment if needed.	
Signed	
Date	

For office use only	Date
Application approved / refused	
Hire agreement letter / agreement form sent together.	
Risk assessment acceptable / not required	
Insurance seen	
Hire agreement form signed and returned	
Invoices issued / Invoice number	
Payment received	

Appendix 2

SCALE OF CHARGES FOR USE OF PREMISES FINANCIAL YEARS 2022-2024

SCHOOL FACILITIES – Maximum number 220

	Users	Charges	Comments
1	School	N/A	Governing board PFSA School Organised Clubs B & T club
2	Community Users	£25 per session plus £25.00 caretaker charge for unlocking and locking (If needed)	Church Group, Dance Group.
3	Private Users outside of School Hours	£25 per hour plus one off £25 caretaker charge for unlocking and locking	External organisations.