

Intentionally inclusive



## **Intentions of this policy**

### **Aims**

This policy aims to guide individuals and organisation's wishing to access and hire Dial Park Primary School and its facilities and sets out a fair and transparent charging policy.

- Generate additional income for the School for the benefit of its students
- Allow lettings for both community and commercial use
- Ensure that there are clear 'Conditions of Hire' and 'Scale of charges'
- Ensure Safeguarding, insurance and Health & Safety requirements of lettings are met in full

### **Context**

Four Rivers Multi Academy Trust and Dial Park Primary School operates within the guidance and procedures set out by the Department for Education (DfE) and the Education and Skills Funding Agency (ESFA)

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The Trust consider the schools to be a vital resource for the local communities and individuals and groups who wish to make appropriate use of the school facilities are able to do so wherever this is reasonably possible.

The schools within Four Rivers Multi Academy Trust will not consider applications for letting from people under 21 years of age. The hirer will accept responsibility for using the facilities, being in charge of the facilities let and for Document title Lettings of School Premises Policy and ensuring that all conditions of the letting agreement are observed, particularly those relating to management and supervision of the facilities.

We are as a trust bound by the Guidance outline in KCSIE2024 and check the safeguarding policies and processes of those involved.

### **This policy operates in conjunction with the following policies:**

- Safeguarding Policy
- Health and Safety Policy
- Complaints Policy
- Site security policy

### **Definition of a letting**

A letting may be defined as "any use of the school/Trust premises (buildings and grounds) by either a community group or a commercial organisation". Activities which fall within the corporate life of the school, Such as PTA events and extra-curricular activities for pupils organised by the school are not considered lettings.

### **Review of the policy**

The Trustees and Governors will review the policy periodically and the scale of hire charges for the forthcoming academic year will also be reviewed and updated. Circumstances may require more frequent amendments.

## **Use of Trust Premises**

While full responsibility for all lettings is with the Trustees (for central buildings) or the Governing body (School based lettings), the day-to-day management and administration is undertaken by the Headteacher and/or Business Manager of each setting.

The local governing board of each school within the Four Rivers Multi Academy Trust reserves the right to withhold permission to let any part of their School (although the right to make this decision may be delegated to the Headteacher and/or the Business Manager). In the case of dispute, the local governing body's decision is final.

The local governing board reserves the right to refuse to let the facilities to any group or individual for purposes that are inconsistent with the ethos of the school, this decision may be delegated to the Headteacher or Business Manager. In the case of dispute, this would be referred to the local governing board.

Organisations/individuals whose purpose, beliefs or aims are not aligned to those of the MAT in relation to safeguarding and promoting the welfare of children will not be allowed to let any part of Trust premises at any time.

The hirer must have vacated the premises at the agreed finishing time of their let. The hirer must ensure that the period they have hired the Trust's facilities for allows for setting up and putting away any equipment. If the period of usage exceeds the period hired, then the hirer will be liable for a minimum penalty of 1-hour hire charger for each area hired.

The use of the premises for school or Trust functions will take priority over lettings but communication between all parties will always take place when necessary.

All lettings must be approved. No letting shall be considered approved or any change confirmed until approved by the School/Trust.

The Trust reserves the right to impose special conditions in respect of any letting, series of lettings or class of lettings in order to protect its pupils, employees or property. The Trust may exercise this right or authorise any other person to do so. Special conditions will be notified to hirers and may include any requirements considered by or on behalf of the trust to be necessary including requirements as to fire precautions, security of persons or premises, the employment of security or other staff, the exclusion or admission of any person, persons or class or person or any animal, animals or equipment.

Specialist rooms and equipment (including gymnastic equipment, public address systems, stage lighting and pianos) are not included in the letting arrangements, unless specifically requested in the application form and approved by the School/Trust. Such applications must specify the name and qualifications of the person taking responsibility for their proper use.

The School/Trust does not provide first-aid medical facilities for hirers nor does it guarantee access to the public telephone system for calling assistance during lettings. Hirers should make their own arrangements in this respect.

The Trust gives no guarantee as to the fitness, suitability or condition of the premises or grounds at the commencement of the letting, but every effort will be made to see that they are in a reasonable state. Where facilities booked by the hirer turn out not to be available during the letting, the Trust will consider applications for refunds of a proportionate part of the letting charge, always providing that no such refund shall be given for facilities not included in the letting charge. The Trust decision shall be final in respect of any refund made.

The hirer will adhere to all Health and Safety requirements as required by the Trust.

The hirer is specifically forbidden to use or allow the use of the hired premises or grounds for any illegal or immoral purpose and shall not carry on any activity so as to cause nuisance or annoyance to other users of the premises or neighbouring or adjoining premises.

All charges for block bookings are payable on the 15<sup>th</sup> of each month, paying two weeks in advance and Two weeks behind.

Costs that would normally be incurred associated with the everyday operation of the school and irrespective of lettings are fixed costs. The following are factors which may contribute to additional costs being incurred by a school in consequence of any particular letting and may need to be considered when setting charges:

- Caretaker and security costs, incurred in addition to the normal duties of staff.
- Heating and lighting costs particularly associated with winter evening usage.
- Additional maintenance and cleaning costs due to the extra usage.
- Additional costs because of extra consumption of materials and energy.

Other matters not related to the premises may also be considered by governors as being relevant to their considerations, these may include the following:

- Whether the letting is for a commercial, private or charitable purpose.
- Whether or not an entrance fee is to be charged by the hirer.
- If the hiring is for weekend or weekday, evening or daytime.
- If it is a one-off occasion or forms part of a regular series of hiring.

The Trust/School will not endeavour to make calculations in respect of every possible circumstance. At most only two charges should be set in respect to any one type of letting. Firstly, a premium charge, which should be made where a number of premises costs are wholly attributable to a letting and/or other matters have also contributed to those costs. Secondly, a standard charge, where no or little additional costs have resulted together with less expensive contributory costs.

Please note that some types of lettings attract VAT.

## **Safeguarding and Child Protection**

This policy therefore should be considered to apply to all lettings regardless of whether a Hirer is also an employee within the Trust.

The individual school Headteacher will ordinarily be the arbiter as to whether an individual event operates under the auspices of the Trust/School Safeguarding Policy.

All paid lettings should operate under the Safeguarding Policy of the business taking out that letting. This must be evidenced at the time of hire.

The Hirer and any person identified by the Hire likely to have contact with children, must have been subject to enhanced DBS checks and barred list checks where appropriate. Safer recruitment practices and training including induction for staff must have taken place. Welfare and reporting arrangements for raising concerns about young people must be in place.

The Trustees, via the Headteacher or Designated Safeguarding Lead reserve the right to require the Hirer to produce evidence that enhanced DBS checks and barred list checks where appropriate have been carried out on all persons, to review safeguarding policies and procedures and to impose any additional requirements they consider appropriate in connection with the hiring.

Hirers are reminded that The Trust/School facilities may be used for a range of activities with users arriving and leaving at varying times. Hirers are responsible for the safeguarding of all young people for whom they are providing activities while those young people are on Trust premises. A safe drop up and pick up routine should be discussed with the school and communicated to parents/carers at the time of hire.

## **Fire Safety**

Hirers' induction will include instructions on evacuating the building. Hirers are responsible for ensuring that all adults and children involved in their activity leave the building as quickly as possible. Adults waiting for their children in the public areas of the school do so at their own risk but will be evacuated by school site staff or the hirers using the premises. All users should familiarise themselves with the fire alarm and evacuation procedures. Copies of these are posted in Reception and on the Trust/School website.

## **Conditions of Hire**

The person signing the application forms, on behalf of their organisation, (then known as the hirer) is personally responsible for ensuring that all terms and conditions of our lettings policy are adhered to. Once the Hirer has accepted a permit to use the Trust premises, they are automatically bound by all terms and conditions of usage of the premises. The Trust has the right to vary these terms and conditions at any time.

### **The hirer will**

have due regard for any licences required to cover activities held on the premises. Smoking is not allowed anywhere on the site.

Make sure that there is a responsible adult present and able to supervise at all time during the letting. No person under the age of 16 years is permitted on the premises without adequate adult care and supervision.

Not assign or sublet the premises.

Pay all charges within 30 days of the invoice date.

Only use the kitchen by arrangement and by a relevantly qualified person. Food and drink may only be consumed in prescribed areas and by arrangement.

Have the responsibility to procure whatever insurance they consider necessary to cover their liabilities. Hirers using the facilities must provide proof of adequate insurance to the School/Trust.

Take out extra insurance when deemed necessary and requested by The Trust may request.

Pay/Reimburse the School/Trust the cost of making good any damage to the property or fittings, fixtures, sports or other equipment or property which may result from the letting. Any damage to the School arising from the hire must be reported to the School.

Clear away any rubbish and leave the premises and/or grounds in the condition in which they were found.

Inform the School/Trust of any person sustaining injury or loss on the Trust premises during the period of the let. This must be presented in writing to the School/Trust within 24 hours of the event. Any further information required by the School/Trust must be made available on request.

Comply with all legal requirements concerning consumption of intoxicating liquor, Music, Singing and dancing licences, Theatre licences or other permissions required, always providing that now such application shall be made without the prior approval of the Trust. The hirer shall indemnify and keep indemnified the Trust from and

against all costs, claims and demands which may be made against the Trust for any breach or infringement of copyright. No intoxicating liquor shall be brought or consumed on Trust premises or any part thereof except by recognised organisations. It is the responsibility of the hirer, on behalf of the recognised organisation, to obtain any necessary license for the sale of intoxicating liquor. Copies of all licences will be submitted prior to the date of let.

Not move any desks, furniture or equipment around the building without prior agreement from the School/Trust

Not make any alterations or additions to the electrical installations at the School without previous consent from the school

Make sure that any IT/AV equipment that is used on the premises carries a valid and up to date PAT certificate and appropriate security software.

### **The School/Trust will**

Consider all applications with a minimum let of 1 hour.

The School/Trust may cancel any letting at any time; either the fee will be refunded, or an alternative date offered, except in the case of misconduct. This will only be done when deemed absolutely necessary.

The School/Trust will undertake to refund any charge on cancellation of a booking if the Hirer has given at least 1 week's notice of the cancellation in writing.

Set charges at rates of a reasonable nature and in line with the costs of the School/Trust for the facilities and time being requested. These will be reviewed by the School/Trust on a regular basis and communicated to the Hirer as soon as possible.

Charge for any additional costs due to the Hirer leaving the School in a poor condition.

Not take any responsibility for any loss of or damage to any property owned by any person using the premises during the period of the letting. Property shall be brought on to the premises at the sole risk of the owner.

*In the event of a breach in any of the conditions set out above the hirer may be asked to leave the premises immediately by a member of the Site Team. If the hirer fails to leave the premises then the local police authority will be summoned and asked to remove the hirer from the premises.*

## **Procedure**

A fully completed booking form will be submitted to the School at least Two weeks prior to the commencement of the event. Failure to do so will result in the booking being cancelled unless discussed otherwise.

Payment is only accepted by BACS/Electronically on receipt of invoice. Payment terms 30 days but must be paid before the date of hire.

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**Lettings Application form**

Note to applicant: Before completing this form, please carefully read the terms and conditions of letting.

You can email this form to [jill.smith@dialpark.stockport.sch.uk](mailto:jill.smith@dialpark.stockport.sch.uk)

ALL APPLICANTS MUST COMPLETE EITHER SECTION A OR B AND C

|   |                |             |      |
|---|----------------|-------------|------|
| PREMISES AT WHICH ACCOMMODATION IS REQUIRED:                    |                |             |      |
| A.  | OCCASIONAL USE |             |      |
| Day(s)<br>To  | Date(s)        | Total time: | From |
| Preparation/changing time must be included in total time above. |                |             |      |

|   |                |             |      |
|---|----------------|-------------|------|
| A.  | OCCASIONAL USE |             |      |
| Day(s)<br>To  | Date(s)        | Total time: | From |
| Preparation/changing time must be included in total time above. |                |             |      |

|                               |   |   |   |
|-------------------------------|---|---|---|
| B.                            | REGULAR USE                                     |   |   |
| Day(s) required<br>each week. | AUTUMN TERM<br>(Please state dates<br>required) | SPRING TERM<br>(Please state dates<br>required) | SUMMER TERM<br>(Please state dates<br>required) |
|                               | FROM  | FROM  | FROM  |
|                               | TO  | TO  | TO  |
| Total times<br>required.      | FROM  | FROM  | FROM  |
|                               | TO  | TO  | TO  |

Preparation /changing time must be included in the total time above.

|   |  |                                 |                      |                 |              |
|---|--|---------------------------------|----------------------|-----------------|--------------|
| C.  | ACCOMMODATION REQUIRED (Signify by a tick in the block(s)) |                                 |                      |                 |              |
| Classroom(s)<br>(State number of<br>rooms required. | Hall   | Kitchen<br>Facilities           | Toilet<br>Facilities | School<br>Field | Dance Studio |
|   |  |                                 |                      |                 |              |
| MUGA Pitch  | IT<br>Equipment<br>required                                | Parking<br>(Approx.<br>numbers) |                      |                 |              |
|   |  |                                 |                      |                 |              |
| Other Areas<br>(please state)                       |  |                                 |                      |                 |              |
| Special<br>requirements                             |  |                                 |                      |                 |              |
| PURPOSE FOR WHICH ACCOMMODATION IS REQUIRED:        |  |                                 |                      |                 |              |
|   |  |                                 |                      |                 |              |
| Approximate number of people:                       |  |                                 |                      |                 |              |
| Title of Organisation:                              |  |                                 |                      |                 |              |

Name and address of person to whom the invoice is to be sent if different from applicant.

Name:

Position in Organisation:

Address:

Telephone - home:

- business:

**HIRER TO SIGN**

I have read the conditions of hire and will adhere to these conditions.

SIGNED BY HIRER: \_\_\_\_\_

PRINT NAME \_\_\_\_\_

POSITION (if applicable) \_\_\_\_\_

NAME OF CLUB / ORGANISATION \_\_\_\_\_

DATE FORM COMPLETED \_\_\_\_\_

CONTACT NUMBER \_\_\_\_\_

**School/Trust to sign**

I have read your request and accept this booking on behalf of the School and Four Rivers Multi Academy Trust.

SIGNED : \_\_\_\_\_

PRINT NAME \_\_\_\_\_

POSITION \_\_\_\_\_

DATE ACCEPTED \_\_\_\_\_

## Safeguarding form

Four Rivers Multi Academy Trust is committed to ensuring that all organisations that use their premises comply with the guidelines set out by the Department for Education.

Detailed below are a set of questions which we expect all organisations to be able to answer. As part of its safeguarding responsibilities, the School/Trust will monitor and periodically check that the information provided is accurate and all hirers must provide additional evidence where requested, in accordance with our Lettings Policy.

### Contact Details

Details of organisation requesting the letting arrangements

Name of School or Organisation .....

Address .....

Telephone No: .....

| Please answer all the questions below   | Yes | No |
|---|-----|----|
| <b>Policies and Procedures</b>  |     |    |
| Do you have an appropriate Child Protection Policy, along with procedures and codes of conduct that are compatible with those held by the Four Rivers Multi-Academy Trust and by the Local Safeguarding Children Partnership and set out by the Department for Education?   |     |    |
| Do you have an approved procedure in place in the event of a child protection allegation being made against a member of your staff or organisation?   |     |    |
| Do you have in place a Code of Conduct for staff that is compatible with the Trust's Code of Conduct and expectations?  |     |    |
| Are you aware of the procedures to follow if you think a child is being abused and have you shared this information with your members of staff?   |     |    |
| Do you have an approved procedure in the event of a child protection allegation being made against a member of your staff?  |     |    |
| Does your organisation keep records and registers of all children attending the activity?   |     |    |
| <b>Safer Recruitment</b>  |     |    |
| Do you have robust practices in place which meet the safer recruitment guidance set out by Department for Education in their 'Keeping Children Safe in Education' publication ( <a href="https://www.gov.uk/government/publications/keeping-children-safe-in-education--2">https://www.gov.uk/government/publications/keeping-children-safe-in-education--2</a> ) |     |    |
| Can you confirm that job interviews have been carried out for all staff and volunteers and that full application details exist?   |     |    |
| Can you confirm that individual identity, right to work and qualification checks have been satisfactorily completed?  |     |    |

|   |  |  |
|---|--|--|
| Are enhanced DBS checks obtained on all staff or volunteers working with children, including transporting children as part of the activity?   |  |  |
| Can you confirm that a minimum of 2 satisfactory references have been received (from previous employers where possible) which address the individual's suitability to work with children & young people?                            |  |  |
| Can you confirm that staff or volunteers have not had a break of 3 months or more from employment since their latest CRB/DBS disclosure was obtained?   |  |  |
| Can you confirm that a record of recruitment and vetting checks is kept by your organisation and that this is kept up-to-date and is available for inspection by the School on request?   |  |  |
| <b>Safety and Welfare</b>   |  |  |
| Do you have a trained first aider in attendance at all times and suitable first aid equipment?  |  |  |
| Do you have appropriate arrangements in place for other emergencies?  |  |  |
| Are you aware of the arrangements that are in place to liaise with a member of school staff if there are any particular concerns?   |  |  |
| If using potentially hazardous equipment provided by the school, can you confirm that it will be operated by suitably trained staff and it will be supervised at all times by an adult member of staff?                             |  |  |
| Your organisations does not condone bullying, racism or any other forms of prejudice by your members of staff or any of your clients and their family members?  |  |  |
| Do you have specific arrangements in place for dealing with situations where children are not collected after the activity?   |  |  |
| If providing childcare, please confirm that the organisation is registered with Ofsted?   |  |  |
| Please provide Registration details:  |  |  |
| Is your organisation registered with the appropriate national registered body (e.g. FA for football organisations)?   |  |  |
| Please provide details:   |  |  |
| <b>Data Protection</b>  |  |  |
| Does your organisation have procedures in place to protect staff and client personal information in line with the requirements of GDPR and the expected provisions of the DPA 2018?   |  |  |
| <b>Updates</b>  |  |  |
| Do you agree to notify the School of any changes in Ofsted registration, adults regularly present and any other changes as relevant? Changes will need to meet the same safeguarding criteria applied for the original application. |  |  |

Signed on behalf of organisation ..... Date .....

Print Name (Nominated Club Official) .....

Telephone number.....Email address .....

(It is the club's responsibility to advise the School/Trust if the person who has hired the facilities on behalf of the club changes). In this case a new Safeguarding form will have to be completed.

**TO BE RETAINED IN THE LETTINGS FILE OF ..... SCHOOL/ CLUB.**

### Schedule of Charges

| General Hire Cost  | Cost per hour                                       |
|--|---|
| Use of School / Trust facilities (per hour) This includes opening closing, Personnel costs, Energy costs and light cleaning. | £15<br>To be reviewed due to increased energy costs |
| Detailed hire costs to be added on to the General Hire Cost  |   |
| Classroom(s) (extra cost per hour)   | £10   |
| Hall (extra cost per hour)   | £10   |
| Kitchen Facilities (extra cost per hour)   | £15   |
| Dance Studio   | N/A   |
| School Field (with other areas of use)   | £10   |
| MUGA Pitch (with other areas of use)   | N/A   |
| Toilet Facilities  | Included within booked area of use                  |
| Parking (Approx. numbers must be provided to avoid overcrowding)   | Included within booked area of use                  |
| IT Equipment required  | Bespoke price on application                        |
| Other Areas (please state in appendix A)   | Bespoke price on application                        |
| Special requirements   | Bespoke price on application                        |

### Outside use only

This is for the use of the outside facilities only apart from the inside toilets  
(please note at this time there is no flood lighting on these areas)

| Detail   | Cost per hour                      |
|--|------------------------------------|
| MUGA Pitch   | N/A                                |
| School Field   | £40                                |
| Toilet Facilities (Muddy footwear and football boots must be taken off on entry) | Included within booked area of use |
| Parking (Approx. numbers must be provided)                                       | Included within booked area of use |

**Office use**

We have received the following documents/payments from the Hirer

| To be completed by the school |  |                                      |  |  |
|-------------------------------|--|--------------------------------------|--|--|
| Appendix A received           |  | Constitution received                |  |  |
| Appendix B received           |  | Insurance Checked and scanned        |  |  |
| Deposit Paid                  |  | Licences checked and scanned         |  |  |
| Balance Paid                  |  | Safeguarding Policy seen and scanned |  |  |
|                               |  | DBS confirmation                     |  |  |
|                               |  | Estates team informed                |  |  |