

# Jennett's Park CE Primary

## Lettings Policy



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**General**

All potential users of a premises (whether users or other third parties that may be using parts of the premises at no cost), hereby referred to as “the User” should submit a completed Application Form to the School Business Manager, at least 28 days before use of the premises is required.

The Application Form sets out the responsibilities of such Users and the relevant parts must be completed in full. The User must agree that they have read and accepted the various conditions by ticking the boxes on the right hand column of the Application Form.

All lettings will be at the discretion of the Headteacher and can be terminated, without notice, for improper use. If an application is authorised, an official Approval Notice to Use the Premises will be issued to the User and will be reviewed on an annual basis.

The Site Manager must be consulted, by the Finance Manager, prior to acceptance of bookings after 6.00pm and at weekends and school holidays to ensure that the unlocking and securing of the premises can be arranged. School premises must not be let to any person under the age of 18, or any organisation or group with an unlawful or extremist background.

Jennett's Park CE Primary School and its Governors also reserve the right not to allow use of its premises to individuals or organisations if there is reason to believe the name of the School will be brought into disrepute.

**Transfer of Controls**

The governing board of the school controls the school's premises both during and outside school hours, except where a trust deed allows a person other than the governing board to control the use of the premises, or a transfer of control agreement has been made.

Governing boards can enter into transfer of control agreements in order to share control of the school premises with another body, or transfer control to it. The other body, known as the controlling body, will control the occupation and use of the premises during the times specified in the agreement. Transferring control of the premises to local community groups, sports associations and service providers can enable school facilities to be used without needing ongoing management or administrative time from school staff.

The governors will agree to transfer to the User control of the premises, hall, additional school areas during the hire agreement (see terms and conditions.) This agreement will start on the date set out in the hire agreement and remain in effect until the agreement expires, unless the agreement is ended earlier under special notice.

**Ending the Agreement**

The Governors may end this Agreement by giving the User two months' written notice, at any time.

The Governors may end this Agreement immediately by notice given by them:

- If at any time, any payment due under this Agreement remains unpaid for more than 28 days after becoming due
- If the User fails to remedy any breach of the stipulations and conditions contained in this Agreement after being required to remedy such breach by 28 days' notice in writing
- If the User breaches any of the stipulations and conditions in this Agreement which is, in the opinion of the Governors, incapable of being remedied and the Governors state this in a notice given by them.
- In extreme cases the Governors may terminate this agreement summarily without notice and the User's attention is specifically directed to the safeguarding paragraph of this agreement.
- The User may end this Agreement at any time by giving three months' written notice to the Governors.

**CHARGING for COMMUNITY USE OF FACILITIES**

The User agrees to pay to the Governors a fee for the use of the Premises during the Period of Control ("the Fee") as per the lettings agreement.

	Registered Charities & Voluntary Associations, Local Education & Recreation Groups.	Private (Non-Commercial) – Residents of Jennett's Park, Wykery Copse & Peacock Cottages.		Any Commercial Hire and/or Business Enterprises	
	Charge Per Hour	Charge Per Hour		Charge Per Hour	
	Minimum Rate of:	Minimum Rate of:		Minimum Rate of:	
	Weekdays & Weekends	Weekdays	Weekends	Weekdays	Weekends
School Hall	£22		£33		£44
Classroom	£11		£16.50		£22
ICT Room	£11		£16.50		£22
Music Room	£11		£16.50		£22
School Field	£22		£33		£44
MUGA	£22		£33		£44
Dance Studio	£22		£33		£44

- The Governors will review and set the rate annually and reserve the right to vary rates for profit making organisations according to the uptake/income generated by the hirer.
- There may be an extra charge for weekend use, this is based on 2021/22 pay, to cover the cost of Site manager's or SLT time which is £24 per hour in the event of a call out.
- Set-up and clearing-up time is chargeable at your standard rate and MUST be included within the hire times you specify.
- There may be an additional charges for weekend hire of facilities
- Where large events or an extended booking contract is identified a charge will be agreed with the hirer
- The rate you are charged depends on the circumstances of your hire - recognised charities and local groups receive cheaper rates - and details of our charges appear above.
- The charging policy will be reviewed annually from the date specified on the front cover
- The Finance Manager can be contacted on TEL: 01344 301269 Email: [secretary@jennetts.bonitas.org.uk](mailto:secretary@jennetts.bonitas.org.uk).
- Cancellation of any booking, made by the hirer, must be made giving at least 7 days otherwise a full charge will still be made
- Bookings must be made at least 7 days prior to the event

Charges have been calculated on the basis of existing rates paid by other local user groups which are known to be affordable. We are committed to working closely with local sports clubs and community groups. The charging policy reflects this, and is geared to attracting a range of user groups and working to develop a variety of activities delivered within community time.

Minimum booking periods: **Mon - Fri, 1 hour & Sat-Sun, 2 hours**

**Health and Safety**

For the duration of the Period of Control the User must ensure they have read and understood the school procedures for **Fire Safety** - The User must also ensure the following:

- A full Induction is to be carried out by the school's Site Manager, this to include Fire, Health & Safety and Housekeeping
- A register of Persons on the site to be maintained accurately for all sessions
- Normal emergency procedures are followed
- A First Aid Kit is provided by the User
- No school equipment is used (unless permission is given, in writing, by the Finance Manager)
- Familiarity with emergency equipment, such as fire extinguishers and alarms
- An emergency evacuation procedure is established. This will detail who will be responsible for taking control, calling emergency services and where to assemble. Consideration must be given to the needs of disabled participants. A fire evacuation practice must be undertaken on a termly basis.
- Facilities and equipment (if made available) are used in a responsible manner, an orderly way and for the purposes for which they are hired and do not compromise the safety of the Users or the premises and equipment.

This includes ensuring that:

- Alcohol is not consumed, unless a current licence has been applied for, specifically for the premises, received, copied and verified by the school
- Users and their clients do not smoke anywhere on the school site
- Emergency exits, fire extinguishers, alarm points are not obstructed
- Adequate walkways are available to allow free and easy access and egress
- No gas cylinders or canisters are used inside the premises or on School grounds
- Combustible materials are not placed adjacent to heat sources
- Equipment is used for the purpose for which it was designed
- Electrical equipment (used by the User) is PAT tested and complies with the British Standards when applicable
- Flammable or hazardous substances are not used
- No open fires, candles or unauthorised electrical equipment will be used on the premises
- Furniture, instruments or equipment belonging to the User is left or stored on the premises if stored safely on request from the School
- The premises and School premises are vacated on time, at the end of the Period of Control and left in a clean and tidy condition

Users should be made aware that they must conform to relevant Health and Safety regulations and be qualified to deliver the activities taking place, as appropriate. These obligations are clarified within 4 and 5 of the Application Form.

**Damage to Property**

The User undertakes either to make good or to reimburse the Governors for the cost of making good (as the Governors direct) any damage to the property of the School, caused by the User, their staff, visitors or clients.

**Liability of the Parties and Indemnity**

Except in so far as the Unfair Contract Terms Act 1977 requires otherwise, neither Jennett's Park CE Primary School, its Governors nor Bonitas Academy Council, will be liable for any injury (including injury resulting in death) or damage to, or loss of property, which may occur to, or be sustained by the User, their assistants, employees, volunteers or agents, children attending any session or others entering the premises (with the exception of death or injury which may occur by reason of the negligence of the School, its Governors, or Bonitas Academy Council or their servants or agents acting within the scope of their authority).

The User must indemnify and keep indemnified the School, Bonitas Academy Council, and their employees and agents from and against all actions, claims, proceedings, costs, damages, liabilities and expenses in respect of injury to any persons (including injury resulting in death) and damage to and loss of property which may arise from, or in consequence of, the exercise or purported exercise of the hiring (with the exception of death or injury which may

occur by reason of the negligence of Jennett's Park CE Primary School, its Governors or Bonitas Academy Council or their employees or agents acting within the scope of their authority).

### **Insurance**

The User must maintain public liability insurance in the sum of five million pounds (minimum) per claim and employer's liability insurance in the sum of five million pounds (minimum) per claim. The User must pay all premiums or other costs arising in the provision of such policies of insurance referred to above and ensure that the policies or certified copies are produced to the Governors before hire commences. For private Hires for example for a birthday party, public liability insurance is not required by us. Our insurance policy includes cover to individuals and organisations in respect of damage to the school property arising from the hire of premises, for which the individual or organization is held legally responsible under the terms of the hiring agreement. However our insurance policy does not cover anyone contracted by the Hirer to attend the function, e.g. party entertainers.

### **School Security**

The Governors agree to make arrangements for the premises to be opened and locked after each Period of Control during school hours and the User agrees to notify the Governors or their Authorised Representative where any session is to start late or end early.

Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Governing Body of the school.

The User is to control security measures for the area that is hired and have a register of all people on the site for the duration of the activity. Any area that has not been hired is out of bounds.

### **Temporary Unavailability of Premises / Control by the Governors**

The Governors may give verbal notice, at short notice, to the User that the Premises are temporarily unavailable and will be controlled by the Governors in the following instances:

- Where any area let by the school for any reason; (No Fee will be charged to the User and no counter claim to be submitted to the School.)
- Where the premises are in the Governors opinion unsafe to be used by the User;
- Where there are emergency circumstances which require the use by the School of the premises.

The Governors may give a fortnight's notice, in writing that the premises are to be temporarily unavailable to the User where the premises are required by the Governors and will state in such notice the period during which the Premises are to be unavailable.

### **Risk Assessment**

The User will be required to adopt any risk assessment that has been completed by Jennett's Park CE Primary School, to ensure that the venue is suitable for the purpose of the use, and note any particular requirements for the activity. The User should also carry out their own risk assessment for activities to take place on the school site. The User may make reasonable requests to the School to help mitigate risks. If the school is required to undertake any tasks, these will be chargeable.

### **Safeguarding**

In addition to the User's liability in respect of health and safety regulations referred to in the paragraphs above, the User specifically undertakes to ensure suitable arrangements are in place in regard to safeguarding children and child protection and that a named member of staff is given as the Designated Child Protection Officer.

The User must also agree to the following:

- All staff, helpers or volunteers have enhanced DBS/CRB checks, if working with pupils under 18 years of age
- Provisions are in place for staff record keeping of DBS/CRB checks
- Policy and procedures for Bonitas Academy with DBS/CRB checks must be provided to the school

If Users are unable to access a registered body for their DBS/CRB checks, the School is able to offer this service. (The DBS/CRB cost plus an administration fee will be charged). If you require this service, please contact the Finance manager.

The Provider must have policies and procedures to inform, educate and direct its staff in Child Protection matters. Whistle-blowing and disciplinary policies should be in place and used, where appropriate.

In addition to the general right of termination set out above, the governors specifically reserve the right to terminate this agreement, with immediate effect, if the User does not have the required safeguarding arrangements, and fails to take immediate steps to put them in place. In such circumstances the governors, Jennett's Park CE Primary School or Bonitas Academy Council will not be liable for any loss financial or otherwise incurred by the User.

### **Fire Safety**

It is very important that the fire safety arrangements for the premises are maintained when used out of school hours. The Users must be made aware of their fire safety obligations. The following points must be noted:

- The purpose and the part of the premises which are to be used should be stated and agreed. Permission must be sought by the User for any 'unusual' use of the premises and a Risk Assessment will be carried out by the School Business Manager before use is agreed
- The User should be named as the 'responsible person' and that person shall be solely responsible for the actions of persons using the premises during the letting period as defined under the Fire Safety Order 2005. NB. Jennett's Park CE Primary School remain responsible for the provision of satisfactory means of escape and fire safety equipment
- The maximum numbers permitted shall be clearly stated and strictly adhered to. These are: School Hall, 150, classrooms 45, or other determined areas will be given upon request

Any security measures to prevent any criminal activity should, as far as possible, be retained for the period of the letting but any gates required for means of escape should be available.

The User must have their own fire evacuation procedure and it should be drawn to the attention of all persons attending so they have no doubt as to the evacuation procedures in the event of an emergency. A fire evacuation practice should be undertaken on at least a termly basis.

### **First Aid Facilities**

It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the school's resources is not available.

### **Complaints**

Any complaints arising from a hire agreement will be dealt with using the school's complaints procedure. A copy is available by email or from the school website

**Emergency Contact** you will be given these to keep confidentially when renting

**Jennett's Park CE Primary School Lettings / Use of Premises Agreement**

Terms and Conditions:

Application to use:..... (School area, external or games area)

From (date): .....

To: .....

For the Purposes of: .....

The potential User/User of the Premises (the User) must tick acceptance to each of the points below, and provide any details required, before acceptance can be given to this premises use:

	To be completed by the School	To be ticked by the User, and additional details noted
1. The User agrees to settle the payment for this booking by cheque (made payable to Jennett's Park CE Primary School)/direct bank transfer in full within 28 days of the invoice date.	Amount payable per hour:	<input type="checkbox"/>
2. The User shall be liable for and shall indemnify Jennett's Park CE Primary School, its Governors or Bonitas Academy Council against all actions, claims, costs, expenses and liabilities arising under statute or common law from injury to or the death of any person and/or the loss of or damage to any property, including property belonging to Jennett's Park CE Primary School, its Governors or Bonitas Academy Council, or any other financial loss insofar as they arise from matters pertaining to this agreement (except and to the extent that such actions, claims, costs, expenses and liabilities may arise solely out of the act, default or negligence of Bonitas Academy Council, its employees or agents).		<input type="checkbox"/>
3. Without prejudice to the User's liability detailed in 2 above, the User shall effect and maintain appropriate insurance policies with a reputable insurer in such sum as is deemed prudent in all circumstances by the User (but in any event Public Liability Insurance with a minimum limit of indemnity for each and every incident to meet the requirements stipulated by this agreement. Evidence of this insurance cover must be provided before hire commences.	Public Liability insurance requirement:	Insurer:  Policy No.:  Expiry date:
4. If use includes child related activities, the User must provide documentary evidence of appropriate security checks related to the User and any staff engaged in supervising, teaching the children, etc. prior to any hire commencing, as specified in the terms and conditions of the Lettings Policy.	Documents seen and copies attached Signed (staff member):  Date:	<input type="checkbox"/>
5. The User will be expected to conform to the relevant Health and Safety regulations, safeguarding requirements and be qualified to deliver activities taking place. The User will provide details of: The Designated Child Protection Officer.	Documents seen and copies attached Signed (staff member):  Date:	<input type="checkbox"/>  Designated person .....
6. The User will ensure that at least one suitably qualified First Aider will be present during this Letting. The User will be asked to produce evidence of the First Aid qualification before acceptance of the booking.	Documents seen and copies attached Signed (staff member):  Date:	<input type="checkbox"/>
7. The User has been made aware of relevant fire safety issues (ie. fire exits/exit routes, assembly points, ii. location and type of fire extinguishers, iii. location of fire alarm break glass call points).	Fire safety briefing given by ..... (Staff member)  Date:	<input type="checkbox"/>
8. The User has been made aware of any security requirements to which they must comply.		<input type="checkbox"/>

9. Jennett's Park CE Primary School, its Governors or Bonitas Academy Council shall not be responsible for the loss, damage or breakage of any property, equipment or personal possessions of the User or any persons that attend the letting, unless such loss, damage or breakage arises from the negligence Jennett's Park CE Primary School, its Governors or Bonitas Academy Council or its agents.		<input type="checkbox"/>
10. Should the proposed event include the sale of items, then the User is required to produce evidence of Products Liability insurance cover- failure to do so, prior to the date of the letting will result in the cancellation of said booking.	If YES, evidence of Products Liability Cover evidenced and copies attached Signed (staff member): Date:	<input type="checkbox"/> Will the premises use involve sale of items? YES / NO
11. The User agrees not to remove or interfere with any furniture or fittings in any way, unless prior agreement has been given.		<input type="checkbox"/>
12. The User agrees to vacate the premises promptly at the end of the letting and to leave the premises in a clean and tidy condition. The School reserves the right to request a deposit, which will be refundable, in full, if no extra cleaning is required and no losses or breakages are suffered.		<input type="checkbox"/>
13. The User is reminded that NO SMOKING is allowed on the premises at any time and NO DOGS are allowed on the premises, except assistance dogs.		<input type="checkbox"/>
14. The User shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify Jennett's Park CE Primary School, its Governors or Bonitas Academy Council against all sums of money which Jennett's Park CE Primary School, its Governors or Bonitas Academy Council may have to pay by reason of an infringement of copyright or performing right occurring during this letting.		<input type="checkbox"/>
15. The User agrees not to sub-let to another person/body.		<input type="checkbox"/>
16. The User agrees that no intoxicants shall be brought on to or consumed on the premises without the prior approval of Jennett's Park CE Primary School, its Governors or Bonitas Academy Council. If approved, the necessary license will be needed.		<input type="checkbox"/>
17. The User must ensure that any electrical equipment brought on to the premises must have a certificate of safety (known as P.A.T. testing) from a qualified electrician.	Documents evidenced YES / NO	<input type="checkbox"/>
18. The User shall be responsible for ensuring the preservation of good order for the full duration that the premises are used and until the premises are vacated.		<input type="checkbox"/>
19. The User shall ensure that the number of persons using the premises does not exceed that for which the application was made.		Max No. Participants:  Min No. Supervising:
20. Jennett's Park CE Primary School, its Governors or Bonitas Academy may terminate this Agreement forthwith by written notice to the User if the User is in breach of any of the terms and conditions contained herein.		<input type="checkbox"/>
21. Where Jennett's Park CE Primary School, its Governors or Bonitas has other Conditions that may be specific to this letting, these shall be annexed hereto and shall also form part of this Agreement.	Are there any other conditions applicable to this hire? YES / NO (If YES, these should be attached to this agreement and signed, as below)	<input type="checkbox"/>



**Approval Notice to Use the Premises**

I have read, understood, accept and agree to the terms and conditions in Jennett's Park CE Primary School Lettings Policy and Risk Assessments.

I have read, understood accept and agree to the terms and conditions in Jennett's Park CE Primary School Risk Assessments.

Sign.....

Date .....

Print Name .....

On behalf of (name of User)

.....

Designation (i.e. Chairman, Treasurer, Trustee etc)

.....

**Official letting approval notice, on behalf of Jennett's Park CE Primary School**

Sign.....

Date .....

Print Name .....

Please return this form via email to the school office at [secretary@jennetts.bonitas.org.uk](mailto:secretary@jennetts.bonitas.org.uk) We will be in touch to inform you if your application is successful, and if so details of the full cost and documents that will need to be shared.

**Requirement checklist ( tick when copies made)**

- *Public liability insurance*
- *Business liability insurance*
- *Safeguarding:*
- Named designated Child Protection Officer
- DBS/CRB details (User policy and procedures)
- Full DBS/CRB details of owner/User of the company
- *Qualifications:*
- Name of First Aider
- First Aid Certificate
- Teaching qualification
- *Named Fire Officer*
- Licences e.g. Public Performance Licence / Products Liability Cover

**Appendix 1 Fire Safety****General****Fire detection:**

There are two types of detection provided in our premises:

- a. Automatic – smoke and heat sensors
- b. Manual break glass units which are red boxes located by all exits around the premises.

Both the automatic fire alarm and the manual break glass system are maintained under contract.

A weekly bell test will be conducted on the manually operated fire alarm system utilising different call points each week, a record of this test will be recorded in the fire log book held by the Site manager.

**Fire extinguishers:**

A plentiful supply of extinguishers is provided around the premises at fire points, suitably signed, wall mounted and regularly serviced and maintained annually by a competent contractor.

Training in the use of extinguishers is given as appropriate and all employees are instructed only to fight a fire with equipment provided if they have been trained and if it is safe to do so, never taking risks.

**Fire doors:**

All fire doors are suitably marked and most are fitted with automatic closure devices. These devices allow the doors to be held open but automatically shut when the fire alarm sounds. Any employee finding a fire door blocked or locked should report it to management immediately.

**Fire escape routes:**

Signs showing the nearest exit routes are displayed around the building. Fire escapes must be kept clear at all times. Any employee finding a fire escape route blocked or obstructed should report it to management immediately.

**Exits:**

All appropriate exits have an 'Exit' or 'Fire Exit' sign. All corridors should be kept clear and unobstructed and all exits must be available for use and not locked except by means of escape using a panic bar which should be clearly indicated by the words 'PUSH BAR TO OPEN'.

**Safety lighting:**

Emergency lighting is provided throughout the school's premises and is maintained and tested every six months. Records of all tests and maintenance are kept by the Caretaker.

**Safety advice:**

Before any event commences visitors will be briefed by the person in charge (ie. The Headteacher, User or his/her representative) of the schools fire evacuation procedures and which exits to use in the event of a fire.

**Drill:**

Members of the public are to be made aware that should the fire alarm sound during any event, the building should be immediately evacuated as it will not be a drill.

**Smoking:**

The school is officially a no smoking building. Therefore, smoking is not allowed within school premises and notices to that effect are displayed on each of the school gates.

**Fire assembly point:**

Should it be necessary to evacuate during an event, the designated Fire Assembly Point will be the nearest playground to the evacuation point, where a roll call will take place.

**Fire evacuation procedures****The following procedures should be carried out in the event of an evacuation whilst class based:**

- People should evacuate via their nearest exit and congregate in the nearest playground, away from the building.
- They should leave the school building quickly, in a quiet, orderly manner.
- They should not stop to collect their belongings.
- A roll call should be taken to account for all present and to identify if any person is missing.

The designated Fire Warden will 'sweep' the area in use, if safe to do so, to ensure that no persons are left within the school building.

**The following procedures should be carried out in the event of an evacuation whilst in the hall:**

- People should evacuate via their nearest exit and congregate in the nearest playground, away from the building.
- They should leave the school building quickly, in a quiet, orderly manner.
- They should not stop to collect their belongings.
- A roll call should be taken to account for all present and to identify if any person is missing.

- The designated Fire Warden will 'sweep' the area in use, if safe to do so, to ensure that no persons are left within the school building.