

# Kentmere Academy and Nursery

## Lettings Policy 2018 - 2020



Kentmere Avenue Rochdale OL12 9EE

Tel: 01706 647533 Web: [www.kentmereacademy.co.uk](http://www.kentmereacademy.co.uk)

Email: [info@kentmereacademy.co.uk](mailto:info@kentmereacademy.co.uk)

## Mission statement

We are proud to be a happy, diverse and inclusive school where everybody matters.

## School Aims

- **H**elping to challenge inspire and motivate each other.
- **A**iming high, achieving excellence.
- **P**romote and value excellent progress.
- **P**ositive contributions to the school and wider community.
- **YOU CREATE YOUR OWN FUTURE!**

## Introduction

The Governing Body regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises.

## Definition of a Letting

A letting may be defined as “any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of Weight Watchers).” A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

Use of the premises for activities such as staff meetings, parents’ meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school’s delegated budget.

## Process

The Governing body in conjunction with the school Head Teacher will decide on the process for agreeing if and what school facilities will be let to a 3<sup>rd</sup> party and on what terms.

**Types of Lettings** - Single lettings are those where an individual or organisation wishes to hire facilities on a one off basis, these lettings should still be subject to a formal lettings agreement and follow the same principles as a continuous letting. Continuous lettings are those that run for a number of weeks or terms.

**Letting Agreement** - All lettings (even those where no charge is made) must be subject to a letting agreement, this will detail the terms of the letting and must be signed by both the school and the hirer. A letting should only be confirmed as accepted when a signed letting agreement is in place. Any amendments to an agreement will require a new agreement form to be signed.

**Equal Opportunities** – School premises must not be let to any individual, group or organisation that does not subscribe and adhere to the schools statement on equal opportunities.

**Political Use** – School premises must not be let for political use, the only exception to this is as a polling station.

**Legal Use** - It is the responsibility of the person letting the premises (hirer) to ensure the premises will not be used for any purpose which may be deemed contrary to English law. The school is a community building and the hirer will be held responsible for noise levels and guest behaviour which must not offend other users or local residents.

**Named Individual** – The hirer must provide the school with a named individual, giving their permanent private address, who the school can contact in the case of an emergency, this person must be on the premises for the duration of the letting.

**Safety** – During the period of the letting the hirer's named individual will be responsible for following the conditions of booking, and ensuring the safety of those using the premises. The named individual will have the responsibility for complying with School Health & Safety Policy (copy should be made available on request to hirer) and any other instructions or guidance provided by the Head Teacher.

The school will provide the hirer with the name and phone number of school contacts in the case of an emergency. A member of school staff will be responsible for showing the hirer's named individual how to raise the alarm in an emergency, this will include location of appropriate fire exits, fire extinguishers, evacuation and fire collation points. It will be the named individual's responsibility to keep a register of those attending the event/activity, ensure fire exits are not obstructed and that school security is not compromised.

No equipment can be brought on to the site without the prior approval of the head teacher, electrical equipment will also require a PAT testing certificate.

**Alcohol, smoking, drugs & gambling are not appropriate activities on school premises.**

Access to the school car park should be limited especially if young children are on site.

**First Aid Facilities** - It is the hirer's responsibility to make their own arrangements for first aid, including training of supervising personnel and the provision of a first aid kit. Use of school resources is not permissible

**Risk Assessments** – The hirer will be responsible for ensuring compliance with any school provided risk assessments. Where appropriate the hirer will be responsible for undertaking their own risk assessments for specific activities and providing their own first aider. The school's cooking facilities must not be used unless prior permission has been obtained from the head teacher.

**Insurance** – The school does not provide hirers with public liability insurance against personal injury, accident, loss or damage to property. The hirer must provide evidence to the head teacher that they have adequate insurance cover in place before a letting can be agreed. It is recommended that Public Liability insurance to the value of £2million is in place for low risk activities (e.g. adult education classes) and £5million for high risk activities (e.g. gymnastic class).

**Charges:** Charges will be set out in the letting agreement between the school and hirer, the governing body will periodically review these charges, giving the hirer at least one half terms notice of any changes in fees or conditions of hire.



**Damage:** The hirer will be responsible for the cost of any damage to school premises or equipment. Responsible adults must supervise the use of any equipment. School staff have free access to all parts of the school site during lettings to check hirers are acting in a responsible manner.

**Cleaning/Security:** Any costs for cleaning or providing building security will be detailed in the letting agreement, where such costs are not identified, responsibility for cleaning and security will be the responsibility of the hirer. School site staff will be responsible for opening and closing the school unless alternative arrangements have been agreed with the Head Teacher. The hirer is responsible for leaving the premises in a tidy condition with any equipment used returned in its original conditions to its original place. If this is not adhered to then an additional cost may be charged.

**Cancellation & Complaints:** The school (via the head teacher or other appointed representative) has the right to cancel any letting, reasonable notice of cancellation will be given by the school unless the hirer is in breach of the letting agreement, upon which cancellation will take immediate effect. Where the hirer has a complaint the schools standard complaints policy and process will apply, if the school has a complaint about the hirer, in the first instance the Head Teacher will raise this with the named person, if the complaint is not resolved it will be escalated to the governing body to decide on the appropriate action for the school to take.

**Declaration of Interest:** Any members of school staff or governors having connection with a letting must formally declare this, declarations should be formally minuted at the appropriate meeting.

**Other documents you should also refer to/make available to hirer:**

Booking Application Form & Booking Procedures Checklist (school & hirer)

Summary Conditions of Booking (for hirers)

Lettings Agreement (school & hirer)

Health & Safety Policy, School Complaints Policy, Equal Opportunities Policy (available to hirer on request)

Permission to use school site

Charges Policy/Rates

Relevant Risk Assessments & Emergency Procedures (school & hirer)

Copy of Public Liability Insurance (from hirer)

SCHOOL LETTING REQUEST FORM

NAME OR GROUP OR ORGANISATION:  
 .....  
 .....

REGISTERED COMMUNITY GROUP                      YES/NO

COMMUNITY                      REGISTRATION                      NUMBER:

NAME                      OF                      APPLICANT:  
 .....

ADDRESS:  
 .....  
 .....

.....POST  
 CODE.....

TELEPHONE:  
 HOME: .....                      WORK  
 .....

MOBILE: .....                      EMAIL  
 .....

ROOMS REQUIRED:  
 .....

NATURE OF ACTIVITY:  
 .....

DATES OF MULTIPLE LETTINGS (Specify exact dates)  
 DAY ..... TIMES ..... HOURLY  
 RATE.....

TERM TIME ONLY                      YES/NO

DATES OF SINGLE LETTINGS:  
 .....

TIMES:  
 .....

I confirm that the information given in this form is correct and I agree to accept the conditions of use outlined in the School's Lettings Policy.

Signature of applicant: .....                      Date:  
 .....

Print Name: .....

## Conditions of Use

1. Application for letting does not automatically guarantee acceptance. All applications will be confirmed, or otherwise by the Headteacher (or other designated person).
2. Organisations will be required to pay the letting charge if the premises are opened for the letting even if the letting does not take place.
3. The school reserves the right to cancel or amend this letting in the event of the premises subsequently being required for school activities. In this event as much notice as possible will be given but the school will not be under any obligation to offer alternative accommodation.
4. The letting must be correctly supervised by the Hirers who will undertake to pay for any damages caused by their use of the premises and are responsible for their own their liability insurance cover.
5. Multiple Lettings: - All accounts are payable within 30 days from the date of the account. The school reserves the right to refuse the hirer subsequent admission to the premises if any account remains unpaid after this period.
6. Single Lettings:- Payment for single lettings must be made to the school in full before commencement of the letting.
7. If a letting overruns the time booked, an additional charge will be made.
8. The school reserves the right to amend the charges giving 30 days notice.
9. The hirer must make him/herself fully conversant with the fire drill for the premises and the position of appliances and emergency exits. He/she must also keep a register of members for Health & Safety reasons. In the event of an evacuation of the building the hirer is responsible for informing the site manager/emergency services that all group members have been evacuated safely.
10. Once completed the school letting request for should be returned to the Business Manager at Kentmere Academy.
11. Failure to comply with the Conditions of Use and the Schools Lettings Policy may result in a letting being cancelled and may jeopardise any future application.

Signed: 

Sarah Isberg (headteacher)

Date: January 2018

Agreed by 

Simon Day (Chair of Governors)

Date: January 2018

Review January 2020

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