

Steyping CE Primary School, Steyping

Lettings Policy and Hire Agreement

Creating a Brighter Future



Policy Adopted:	June 2018
Policy Reviewed:	June 2018
Review requirement:	Not specified
Date for next review:	

The Governing Body delegate the responsibility to the Headteacher and School Business Manager for setting their own rates in letting school premises to internal and external hirers and must adhere to insurance and VAT guidelines. Non-commercial hirer's who have no existing Public Liability Insurance with a preferred minimum limit of indemnity of £10 million, must as a condition of the proposed hiring take out the Hirer's Insurance arranged by West Sussex County Council.

This is documented in the Conditions of Hire and Application for Hire of School Premises (SL1) form.

Casual Lettings

The Governing Body, Headteacher and SBM are also responsible for the type of casual lettings or group of bodies in which they hire the school premises too. These include 'one off' or regular arrangements/bookings for:

- Community Organisations
- Clubs
- Private Individuals
- Charity Organisations
- Ltd Companies

The Governing Body agree that any casual lettings should be for both Adult and Children's Activities such as:

- Meetings
- Classes
- Courses/Workshops
- Parties
- Exhibitions
- Plays
- Various Sporting Activities/Events

Casual Charges

To ensure we can provide a wide selection of extra-curricular activities without disadvantaging small clubs the Governing Body have agreed that when we hire the school facilities that directly benefit our children (during school hours and in term time) then we charge 10% of the admission fee charged to the participants. This also applies to any private music lessons held in school during school time a fee of 5% will be charged on the same basis. WSCC music instructors will not be charged this fee.

Official Lettings:

Standard Charges have been set by West Sussex County Council for the Use of School Premises by the West Sussex Education Services including Adult Education and Music Support for out of hours use. These charges are effective from 1st September 2017 and are mandatory for all schools. There is also Scale of Charges for Electoral Use of School Premises effective 1st September 2008. These charges are also mandatory for all schools.

AGREEMENT made the *(insert date)*

Parties

- 1.1 THE GOVERNING BODY OF STEYNING COFE PRIMARY SCHOOL (the School)
- 1.2 _____ (the Service Provider)

The Service

- 2.1 The Service shall be delivered by the Service Provider in accordance with the Service Plan appended to this Agreement and to the satisfaction of the School.
- 2.2 Before it is put into effect any change to the Service must be agreed in writing by the School and the Service Provider.
- 2.3 The School will:
 - Publicise the Service among pupils
 - Makes means of communication with School staff available
 - Provide information on School fire and emergency procedures
 - Inform the Services Provider of any changes at the School that could significantly affect the health and safety of the Service Provider and/or pupils attending Service sessions
 - Report to the School's Governing Body on the success of the Service
 - The Services Provider will be responsible for communication with parents regarding payments and allocation of places and should ensure that a parental consent form is completed for each child starting the club.

Staffing Matters

The Service Provider must ensure that:

- 3.1 all staff, volunteers and others involved in the provision of the Service have a clear enhanced DBS (previously known as CRB). This must be a WSCC DBS and the verification procedure to be carried out by the School Business Manager.
- 3.2 Are suitably qualified to undertake their respective roles in performing the Service, documentation to be provided
- 3.3 At all times adequately supervise pupils attending a session, ensuring that sessions begin and end promptly and that pupils do not leave until the session has ended and arrangements for pick up are detailed in the Parental Consent Form
- 3.4 Do not allow a pupil to be left unsupervised at any time or to leave the session unless in accordance with arrangements set out in the Parental Consent Form
- 3.5 A first aid certificate is provided, prior to the commencement of the service

Pastoral Issues

- 4.1 The Service Provider must inform the School's Safeguarding Officer immediately in person and confirm in writing if the Service Provider becomes aware of significant issues concerning a pupil's safety or well-being.

Confidentiality

- 5.1 The Service Provider is deemed to have full knowledge of the School's Confidentiality Procedure a copy of which is available upon request from the School's headteacher.
- 5.2 The Service Provider must adhere to the School's Confidentiality Procedure and the Service Provider must be aware that it cannot in all cases offer pupils guaranteed or unconditional confidentiality.

Data Protection

- 6.1 All records howsoever maintained by the Service Provider, its staff, volunteers and others involved in the provision must be kept at the School.

Use of School Premises

- 7.1 The use of the School Premises, materials and resources identified in paragraphs 8.4 and 9 of the Service Plan are subject to the Terms and Conditions of Hire appended to this Agreement.
- 7.2 The School and the Service Provider shall perform their respective obligations under the Terms and Conditions of Hire

Insurance

- 8.1 The Service Provider hereby indemnifies the School and West Sussex County Council against (a) any claim in respect of employer's liability against the School or the said Council or the Service Provider by any employees of the Service Provider and (b) any claim for bodily injury to, or damage to property of, third parties.
- 8.2 The Service Provider must have in place throughout the duration of the Service and produce to the School before commencement of the Service valid employer's liability insurance for not less than £10m and public liability insurance cover for not less than £10m unless a lower level is agreed in advance.

Risk Assessment

- 9.1 The Service Provider must provide a risk assessment for the service provided, prior to the commencement of the service

Termination of this Agreement

- 10.1 Either party can give notice to the other to terminate this Agreement and the provision of the Service for any reason, the notice to be in writing and for a period of not less than one month before the end of the school term.
- 10.2 Either party can give notice to the other to terminate this Agreement and the provision of the Service if the other is in breach of this Agreement, the notice to be in writing and for a period of one week.
- 10.3 Whichever party serves notice to terminate under clauses 9.1 or 9.2 above must inform the parents and pupils of the cessation of the Service.
- 10.4 Regardless of which party terminates the Agreement the party holding any money paid for by parents for any cancelled sessions shall immediately return that money to the payers.
- 10.5 If the letting is cancelled during the hire period, by the Service Provider, the full amount for the agreed period of hire will be charged.

Cancellation

- 11.1 Either party can give notice to cancel a weekly session for whatever reason provided a notice period of one week is given.
- 11.2 For any weekly session cancelled, it is the responsibility of the Service Provider to notify Parents accordingly with a notice period of one week given.
- 11.3 If less than one week notice period is given for cancellation of a weekly session, then it is the responsibility of the Service Provider to check that Parents are aware.

Third Party Rights

- 12.1 Except as mentioned in clause 8 the rights of third parties under Contracts (Rights of Third Parties) Act 1999 are excluded from this Agreement.

The Service Plan

1. Service title: []
2. Service description: []
3. Day(s) of the week [] between [] and [] of each session
4. Date of first session [] Date of last session []
5. Target group for the Service
6. Minimum and maximum number of attendees for each session [] and []
7. The dates and times and venue at which the School and the Service Provider will meet to assess the success of the Service
8. Records to be maintained by the Service Provider for discussion at the meetings referred to in paragraph 1 above:
 - Names of the pupils attending each session
 - Activities undertaken during each session
 - Service Provider representatives present at each session
 - The materials and resources needed for the Service (the School's or otherwise)
9. The School facilities required [room and toilets]
10. Fee payable to the School by the Service Provider for use of facilities, not including photocopying: £xx per week (invoiced half termly, payable on receipt)
11. Licence or other agreement required from district/borough council or other competent authority []

AS WITNESS the hands of the parties hereto first before written

.....
SIGNED ON BEHALF OF THE SCHOOL

.....
SIGNED BY OR ON BEHALF OF THE SERVICE PROVIDER

TERMS AND CONDITION OF HIRE

- 1.0 The use of the premises must not interfere with the proper working of the School or impair its efficiency.
- 2.0 The Service Provider shall be responsible for loss or damage to the School premises and contents therein being the property of the School or West Sussex County Council.
- 3.0 The Service Provider will be responsible for any first aid required to be given throughout the duration of the hire. The Service Provider will also be responsible for providing any first aid facilities that he deems necessary in accordance with the Health and Safety (First Aid) Regulations 1981.
- 4.0 If use of kitchen areas is included in the Service Plan the Service Provider shall be responsible for the provision of crockery, glasses, cutlery and cleaning materials. Kitchens must be left in a clean and tidy condition for the preparation of the school meal on the following day. On no account may foodstuffs stored in kitchens be used by the Service Provider.
- 5.0 The School reserves the right to require the Caretaker/Premises Officer to be in attendance for the preservation of good order and safety and to recover from the Service Provider any additional expenses incurred as a result of this condition.
- 6.0 The wearing of nailed or stiletto-heeled or other unsuitable footwear in indoor areas is prohibited.
- 7.0 No nails or screws shall be driven into the walls, floors, ceilings, furniture or fittings, and no placards shall be affixed to any part of the premises.
- 8.0 The laying of composition or other preparation on School floors is prohibited, save with the prior written approval of the School.
- 9.0 No smoking is allowed.
- 10.0 School furniture (other than chairs in the accommodation in use) and equipment shall not be moved except by prior arrangement.
- 11.0 Any alteration or addition to the school lighting or electrical heating systems is strictly forbidden, except with the prior written consent of the School. Consent may be subject to conditions, which the Service Provider will be required to observe.
- 12.0 The Service Provider shall comply with the School's fire and emergency procedure referred to in Clause 2.3.3
- 13.0 No session shall extend beyond the period stated in the Service Plan and the Service Provider shall completely vacate the premises and/or grounds within 30 minutes of that time, unless special arrangements have been agreed by the School.
- 14.0 After use, the Service Provider must leave the premises in a clean and tidy condition, the Service Provider's property removed and all appliances switched off and lighting extinguished. The School reserves the right to recover from the Service Provider any additional expenses incurred as a result of non-compliance with this condition.
- 15.0 The School reserves the right to cancel any session without notice if:-

- a. the accommodation will, due to circumstances outside their control, be unavailable for the hire period, or
- b. the Service Provider has failed to disclose material information concerning the proposed hiring, or
- c. there are reasonable grounds to conclude that these Terms and Conditions of Hire may be breached to a material extent
- d. In the event of 14.1a all hiring fees will be refunded to the Service Provider, but the School shall have no further liability to the Service Provider. In the event of 14.2b and 14.3c any refund of hiring fees shall be at the discretion of the School.

CHILD PROTECTION PROCEDURES

The designated members of staff (DMS) for Child protection are Mrs Susan Harrison and Mrs Jen Griffin.

All concerns and issues should be discussed initially with one of the above.

The West Sussex Child Protection and Safeguarding Procedures must be followed at all times. This is kept in the Head's room and the staff room.

Training will be provided for staff at the beginning of every academic year to ensure all are aware of the procedures.

The school is a referring agency not an investigative agency. If a child discloses details of child abuse the staff member should:

- listen
- not ask leading questions
- inform the child that other people may have to share the information in order to help (this should be explained to the child using appropriate language to the child)
- make notes after the disclosure, not whilst talking to the child
- inform one of the designated members of staff and give them a copy of the notes.

The designated members of staff (DMS) have the responsibility for taking further action which may include consultation with either the parents or Social Services or both.

If a member of staff has concerns about the safety of a child out of school hours, e.g. in the school holidays, the staff member should contact the Social and Caring agency.

