



# The Trent-Rylands Federation

Trent Vale Infant and Nursery School *and* Beeston Rylands Junior School



## POLICY FOR LETTINGS

### INTRODUCTION

- **THIS DOCUMENT IS** a statement of the procedures for letting the premises of The Trent-Rylands Federation
- **IT WAS DEVELOPED** in 2016 by the Governing Body
- **IT HAS BEEN** continuously reviewed, updated and approved by the Governing Body, Headteacher and Office Manager
- This policy will be **REVIEWED ANNUALLY**

Date of review	Summer 2023	Summer 2024	Summer 2025
Signed			

It is the policy of the Governors to let the premises, part of the premises, grounds or playing field to individuals or organisations who seek to serve the needs of the local and wider community. All individuals and organisations will support the Fundamental British Values - Individual Liberty, Democracy, Rule of Law, Mutual Respect and Tolerance and will have regard to the need to safeguard and promote the welfare of children. The Hirer must not use, permit or allow the premises or grounds to be used for any extremist or terrorist activities or for the dissemination of extremist views or materials.

#### Safeguarding

Where children and/or young people are involved the Governors / Head Teacher should ensure that the hirer has appropriate safeguarding and child protection policies in place , including procedures for dealing with safe guarding incident . Individuals or organisation will have completed the Checklist for Safeguarding – Provision Provided for Children and Young People by an External Organisation on School Premises (Appendix 1). This checklist and the accompanying documents should be checked by the school to ensure they are fit for purpose.

Where there is an adults only letting during school hours where none of the adults present have been DBS checked, that the room/area being let is physically segregated from pupils.

#### Letting Application and Process

1. The Governors will consider each application to let on its merits and will consider in particular the suitability of the available facilities for the purpose of the proposed letting.
2. Lettings will be approved subject to the availability of the Caretaker or other responsible person to perform janitorial duties.
3. The Caretaker will be paid the lettings fee to which their conditions of service entitle them. The fee will be paid through the County payroll system and not through any other informal arrangement.

- 5 All prospective hirers must apply using a standard form and are bound by the conditions set out on that form.
- 6 Charges will be agreed annually by the Governing Body, with the following exceptions:
  - No charge will be made for any school event or any use of the school by the Governing Body outside the normal working hours of the school.
  - A separate contract and charging structure will be agreed for groups/organisations that are supporting the school's offer of external provision and extended services, for example before and after school care, and after school clubs for children and young people. This will be agreed by the Chair of Governors, Headteacher and the external provider.
  - Lettings can be charged at cost, (caretaker's fee plus an element for energy), for groups/organisations that are serving the needs of the local and wider community if they meet at the school regularly and/or have financial restrictions that would not allow them to meet the full lettings cost. This is at the discretion of the Resources Committee.
  - Lettings can be charged at a negotiated rate by the use of a community group with the approval of the governing body.
- 7 A copy of the current charges is attached. (Appendix 2)
- 8 A copy of the conditions of hire is attached. (Appendix 3)
9. A copy of a sample contract for the regular hire of the premises is attached. (Appendix 4)

## Appendix 1

### **Checklist for Safeguarding – Provision Provided for Children and Young People by an External Organisation on School Premises**

It is a requirement for the hirer to have in place safeguarding and child protection policies and procedures are included in the lease of hire agreement as a condition of use. Failure to comply with this requirement could lead to termination of the agreement, furthermore, there shall be no liability to the school other than to refund any hiring fee or deposit paid. The school may need to seek legal advice on the hire agreement.

#### **Checklist for Safeguarding**

Name of External Organisation

Name of School: Trent Vale Infant and Nursery School/Beeston Rylands Junior School

Name of headteacher/chair of governors.....

This checklist should be used for all external providers of provision for children and young people.

	<b><u>Check</u></b>
1. There is a senior designated safeguarding lead.	<input type="checkbox"/>
2. The designated and safeguarding lead knows how to access Nottinghamshire and Nottingham City Safeguarding Children Boards' Safeguarding Children's Procedures <a href="http://www.nottinghamshire.gov.uk/nscb">www.nottinghamshire.gov.uk/nscb</a>	<input type="checkbox"/>
3. There are clear procedures for reporting safeguarding concerns, including the procedure if the designated safeguarding lead is absent	<input type="checkbox"/>
4. Has a policy for child protection to promote the safeguarding and welfare of children	<input type="checkbox"/>
5. The Hirer must not use, permit or allow the premises or grounds to be used for any extremist or terrorist activities or for the dissemination of extremist views or materials.	<input type="checkbox"/>
6. All staff/adults working with children have been subject to an enhanced DBS check and, if relevant, have satisfactorily answers questions related to disqualification under the Childcare Act 2006 (Disqualification by Barring)	<input type="checkbox"/>
7. Ensures staff/adults working with children have regular safeguarding training.	<input type="checkbox"/>
8. There are policies and/or senior staff/adults in the organisation are aware of the following wider safeguarding areas:- - Code of conduct / Staff Behaviour Policy - Anti-bullying including homophobic and transphobic bullying - Anti-racism - Physical intervention - Internet safety/esafety (including social media)	Make notes on each area

<ul style="list-style-type: none"> <li>- Contact between staff/adults and children/young people outside the usual work/club/group context (This may be in the code of conduct)</li> <li>- Child Sexual Exploitation;</li> <li>- Female Genital Mutilation</li> <li>- Preventing Radicalisation</li> <li>- Allegations of abuse made against staff/adults procedures</li> <li>- Visitors policy – the management of visitors on site</li> <li>- Whistleblowing</li> </ul>	
<p>9. If the group/organisation is a provider of education they adhere to the <b>statutory</b> guidance.</p> <ul style="list-style-type: none"> <li>- Keeping Children Safe in Education (senior designated lead officer will ensure <u>all staff read and have a copy of at least part one</u> of the latest edition of Keeping Children Safe in Education)</li> <li>- Working Together to Safeguard Children 2015</li> <li>- Dealing with Allegations of Abuse made against Teachers and other Staff (Part 4 of the latest edition of KCSiE)</li> </ul>	<input type="checkbox"/>
<p>10. Has relevant Ofsted registration, if applicable</p>	<input type="checkbox"/>
<p>Headteacher/Chair of governors signature: .....Date:</p> <p>External providers signature.....Date:</p>	

## **Appendix 2**

### **Hire of School Premises – Scale of Charges**

1. Hall/Classroom including Toilet facilities

£22.00	for the first hour or part of
£ 8.00	for each subsequent hour or part of etc to 10:00pm
£16.00	for each hour (or part of) after 10:00pm to midnight
£32.00	for each hour after midnight
  
  2. Outdoor facilities/Field/Football Pitch/Playground

with toilet facilities		without
£30.00	one/two hours	£22.00
£40.00	three/four hours	£33.00
£50.00	five/six hours	£44.00
£60.00	seven/eight hours	£55.00
  
  3. Saturday Lettings
  4. Sunday Lettings
- Weekday Letting multiplied by 1.5  
Weekday Letting multiplied by 2

### **Hire of School Premises – At cost charges including energy costs and caretaker's fee**

Monday - Friday	during Term Time	£22.00
Saturday/Sunday	and School Holidays	£30.00

### **Individual Arrangements**

Community groups and events may discuss individual arrangements with the Governing Body.

### **Appendix 3**

#### **Conditions of Hire/Use of the Premises**

1. The Hirer shall pay the charge requested by the School usually prior to the use but no later than 14 days of receiving an official account.
2. The School reserves the right to cancel a booking at any time without making any compensation.
3. The School exercises the right to vary the hiring fee to cover an increase in a hiring charge which may occur between the date of the approved application and the date of the actual hiring.
4. The Hirer shall defray the cost of making good all damage caused to the premises or other property of the School which is in any way attributable.
5. The Hirer will not sub-let the premises to another person or organisation.
6. Cancellations not notified at least five working days in advance of the booking will be charged in full.
7. The School will not in any circumstances be responsible for any damage to or loss of goods or property brought to the premises by the hirer or persons attending the function therein, and the Hirer shall indemnify the School against any claims which may be made upon them in this respect. The School accepts no liability for goods and personal effects left on its premises by the Hirer, or by any user of the premises.
8. Hirers utilising on a regular basis are required to renew their hire agreement annually if they wish to continue the hire booking. The agreement is valid for a maximum of 12 months and will not automatically renew.
9. **Health and Safety**
  - The Hirer has received the Fire Action procedure and information for these premises.
  - The Hirer has received information and the procedure for reporting faults and damage to the premises.
  - The Hirer has been informed of the correct procedure to follow if a fire is discovered or the fire alarm rings.
  - The Hirer has been shown the break glass call points, fire escape routes and fire exits for these premises.
  - The Hirer has been shown the location of the fire extinguishers and fire blankets and been informed that only trained people should operate fire extinguishers.
  - The Hirer has been shown the location and how to in an emergency shut off water, electricity gas and security and fire alarms.
  - The Hirer must report all accidents involving injury to users of their project, using the provided accident/incident forms.
  - As there is no storage space available, all equipment and other property must be removed at the end of each hiring/Designated storage space has been allocated to the Hirer.
  - The Hirer shall be responsible for leaving the premises in a clean and tidy condition, properly locked and secured, and any contents temporarily removed from their usual positions properly replaced.
  - Smoking is not allowed on the premises including the grounds.
  - The Hirer has seen/has access to the yellow health and safety folder.
  - The Hirer has seen/has access to all relevant risk assessments.
  - During the period of the hiring the hirer is responsible for the supervision of the premises and its contents. Cost of any damage to the premises or to the fixtures, fittings or contents will be repaid immediately to Trent Vale Infant and Nursery School/Beeston Rylands Junior School.
10. **Complaints**

The Hirer must have their own Complaints Procedure and any complaints about The Hirer and activities undertaken by The Hirer must be directed to The Hirer following their Complaints Procedure. Any complaints about The School should follow The Schools' Complaints Procedure which is available of The Schools' website.

11. Safeguarding

It is important that the Hirer considers safeguarding risks. If concerns are raised or observed the hirer must contact their line manager/Young People's Service duty manager. Please see Appendix 1 for further guidance.

12. Where children and/or young people are involved it is a requirement for the hirer to have in place safeguarding and child protection policies and procedures. Failure to comply with this requirement could lead to termination of the agreement, furthermore, there shall be no liability to the school other than to refund any hiring fee or deposit paid. The school may need to seek legal advice on the hire agreement.

Prevention of Extremism

13. The Hirer must not use, permit or allow the premises to be used for any extremist or terrorist activities or for the dissemination of extremist views or materials.
14. The Hirer shall ensure that such activities are conducted in an orderly manner and that the right to use the premises is exercised in a manner unlikely to cause any annoyance or inconvenience or to become a nuisance to the owners or occupiers of any adjoining or neighbouring property or to the public.
15. The School do not accept any liability in respect of the parking of any vehicle at the premises connected in any way with the application or letting of the premises during the letting period.
16. Furniture or equipment must not be removed from the premises.
17. No fixtures or decoration of any kind requiring nails, screws to be driven into the property are permitted.
18. No notice, either permanent or temporary, may be affixed to club noticeboards or displayed on the premises without prior approval of the Head Teacher.
19. Alcoholic drinks must not be brought onto the premises, except by arrangement with the Head Teacher, when given that no Under Age Drinking is permitted.
20. It is a condition of hire that if you use your own electrical equipment in the premises the equipment must be connected to the premises electricity supply via a portable plug or adaptor fitted with a residual current device and that these devices should be tested prior to use. If a residual current device is not provided in the room which you are hiring you are required to provide your own.
21. The hirer shall obtain at their own expense all the necessary licences (including drinks licence) required in connection with the use of the premises for the purpose for which the same is let and to observe and comply with all conditions attaching thereto. Note Early enquiries should be made of the appropriate District Council in respect of application for music, singing and dancing licence are required to give 28 days notice to the Licensing School.
22. A licence is required for the public performance of any sound recordings. A licence covering most makes can be obtained from the phonographic performance limited of Ganton House, 14 – 22 Ganton Street, London W1U 1LB and from the Performing Right Society, 2 Wren's Court, 55 Lower Queen Street, Sutton Coalfield, West Midlands B72 1RT. Applicants are advised that failure to obtain such a licence is an offence against the copyright Act 1956.

## **Appendix 4**

### **Contract for Use of the Premises**

This contract has been agreed between Trent Vale Infant and Nursery School/Beeston Rylands Junior School and ..... regarding the premises to be used as an ..... The Conditions of Hire detailed in Appendix 3 will be adhered to.

**1. Area to be used**

The area to be used by the hirer is the .....

**2. Times of use**

(setting up times included)

The area stated in 1. above is to be let between the hours of .....

**3. Length of tenure**

.....

The agreement is valid for a maximum of 12 months and will not automatically renew.

**4. The rent**

Rent is £..... for the first hour and £..... per hour thereafter.

The rent covers heating/lighting/caretaking and normal wear and tear to the building. ***It does not cover any breakages.***

**5. Caretaking arrangements**

The caretaking arrangements for the stated areas are provided by Trent Vale Infant and Nursery School/Beeston Rylands Junior School.

**6. Cleaning arrangements**

The cleaning of the stated areas will be undertaken by \Trent Vale Infant and Nursery School/Beeston Rylands Junior School although .....will undertake to keep all areas used clean and tidy.

**7. Storage facilities**

The following storage facilities have been made available to the hirer,

**8. Equipment**

The hirer will be responsible for getting out and putting away their equipment.

**9. Insurance**

The hirer undertakes to arrange appropriate public liability insurance.  
(Copy to be attached to this document)

**10.Safeguarding**

Where children and/or young people are involved The hirer is responsible for having stringent safeguarding and child protection policies and procedures in place . The Checklist for Safeguarding Provision Provided for Children and Young People by an External Organisation on School Premises, must be completed.

**11. Health and Safety**

The hirer is responsible for instructing members about the fire exits and the operation of fire extinguishers etc. The hirer is responsible for undertaking any necessary risk assessments. The hirer is responsible for ensuring that there is no smoking anywhere on the site.



**12 Review of this agreement**

This agreement may be terminated at half a term's notice if the tenant fails to comply with the terms of this agreement

**13. Link persons**

The following representatives of the school and Club are designated as 'link persons' between the two organisations:

**School**

**Hirer**

**14. Responsible Persons**

(Where different from above). The following are the titles of the responsible persons for the school and the hirer.

**School**

**Hirer**

Both the undersigned organisations agree to abide by this agreement.

**Signed** (School)

**Signed** (Hirer)

**Date**