

# LETTING POLICY

# **CODE OF PRACTICE FOR HIRERS OF JUBILEE SCHOOL PREMISES**

All those who use these promises are asked to read the following Code of Practice and the General Information for hirers. They are asked to sign it to say they have read, understood and agree to abide by it.

#### I agree to:

- Adhere to legislation requiring the safeguarding and protection of children and young people described in the Department of Education's Keeping Children Safe in Education (September 2024) and can provide on request appropriate safeguarding and child protection policies and procedures.
- Behave reasonably at all times.
- Respect all other site users and their work.
- To stay in designated areas.
- Not to bring drugs or unauthorised alcohol onto the site.
- Return all equipment borrowed, to the store / office or appropriate member of staff.
- Use waste and recycling facilities provided, minimising use of single use disposables, and generally help to keep the premises tidy and a pleasant, sustainable place to be.
- Ensure recycling of any recyclables.
- To respect the premises and to use the facilities for the purpose they were intended for.
- Behave sensibly in the vicinity of the premises, with consideration for people in the community.
- Abide by non-smoking restrictions.
- Inform the school of any activities which could be considered controversial (such as political speakers) or risky.
- Inform any coaches of the login for the defibrillator C159X



# JUBILEE SCHOOL MUGA AND PREMISES BOOKING FORM

To be completed by the person or organisation who will be responsible for the payment of the charges for the use of the Performing Arts Hall, Community Centre, Creativity Centre, MUGA and any other facilities who will give the indemnity required by the conditions described below.

This application must be forwarded to the school as early as possible.

| Part A - Application   |                          |                     |
|--|--------------------------|---------------------|
| I. Organisation / Perso  | on applying:             |                     |
| 2. Person responsible f  | or payment:              |                     |
| Address:   |                          |                     |
|  |                          |                     |
| Postcode:  |                          |                     |
| Mobile telephone:  |                          |                     |
|  |                          |                     |
| Nature of use:   |                          |                     |
| Area required<br>Community Centre, MUG   | GA, Creativity Centre, P | erforming Arts Hall |
| Area required Community Centre, MUG Other (please state): Number expected to atte Children:          | GA, Creativity Centre, P |                     |
| Area required Community Centre, MUG Other (please state): Number expected to atte Children:          | GA, Creativity Centre, P | erforming Arts Hall |
| Area required Community Centre, MUC Other (please state): Number expected to atte Children: Adults:  | GA, Creativity Centre, P | erforming Arts Hall |
| Area required Community Centre, MU( Other (please state):  Number expected to atte Children: Adults: | GA, Creativity Centre, P | erforming Arts Hall |

School equipment requested (if applicable):

| Are you bringing in electrical or powered equipment? Please list below:  |
|--|
| I have read and accept the:  Conditions for the Hire of Jubilee School Premises and the Code of Practice for Hirers. |
| Signed   |
| Name:  |
| Date:  |

# Rates:

|  | Category A   | Category B  | Category C  | Category D  | Clubs   |
|--|--|---|---|---|---|
| Lettings<br>Description                                | Use associated with the life of the school e.g. extracurricular pupil activities for pupils, staff or parents organised by the school. | Use by LEA i.e. After<br>school clubs, holiday<br>play schemes                        | Use by local community groups, sports clubs and not for profit organisations.         | Use by commercial organisations.  | Clubs<br>running<br>8:00-9:00<br>am &<br>3:30-<br>4:30pm. |
| Cost per<br>hour per<br>centre or<br>area of<br>school | Negotiated   | £28<br>(MUGA/community<br>centre/creativity<br>centre)<br>£33 performing arts<br>hall | £29<br>(MUGA/community<br>centre/creativity<br>centre)<br>£36 performing arts<br>hall | £39<br>(MUGA/community<br>centre/creativity<br>centre)<br>£48 performing arts<br>hall | £50 per<br>term<br>£30 per<br>term for<br>charities.      |
|  |  | If a booking is 9-5 fee is 5 hours equivalent.  | If a booking is 9-5 fee is 5 hours equivalent.  | If a booking is 9-5 fee is 5 hours equivalent.  |   |
|  |  | Negotiated fee for<br>use of other parts<br>of the school<br>premises                 | Negotiated fee for use of other parts of the school premises                          | Negotiated fee for use of other parts of the school premises                          |   |
| Additional<br>Charge                                   | £55 flat charge for the school to be opened and closed or £35 per hour if the site manager needs to stay on site.                      |   |   |   |   |

| Hirer's insurance – date seen:               |                 |
|--|-----------------|
|  |                 |
| Hirer's First Aid – date seen:               |                 |
|  |                 |
| Responsible person from the school on duty f | or the letting: |

#### **GENERAL INFORMATION**

It is the policy of the governing body to maximise the use of the school. The governors recognise the many advantages gained in allowing the school to be used by organisations from within our local community. Not only does this publicise the school and create a sense of ownership, it can also provide a useful source of additional income.

This is subject to the main user being the school.

#### MANAGEMENT AND ADMINISTRATION OF LETTINGS

The governing body has elected to manage its own premises use. The school's delegated budget share will not be use to subsidise any non –school use of premises and grounds (e.g. lettings).

#### **DEFINITION OF A LETTING**

A letting is defined as "ny community use of the school premises not associated with the corporate life of the school". This may be during or outside of the school day.

Use of the premises associated with the life of the school includes activities such as staff meetings, parents meetings, governors meetings and extra-curricular pupil activities for pupils or staff.

#### **RESTRICTIONS ON LETTING**

A letting will not give full-time exclusive use of all or parts of the premises or grounds. Any equipment provided by the hirer must not be removed from the site, must be stored as agreed by the school and MUST NOT restrict the use of the facilities by the school or other approved organisations. A letting must not interfere with the primary activities of the school. The school premises will not be let to individuals or organisations that are likely to bring the school into disrepute. The school reserves the right to charge letters for damages.

#### **LETTINGS CHARGES**

The governing body is responsible for setting charges. The charges will cover all the costs involved and must not knowingly provide subsidy from the schools delegated budget.

The Resources Committee will review the charges annually.

The school will retain income derived from lettings and costs to the school of lettings will be met from this income.

#### THE ADMINISTRATION PROCESS

Initial approach by potential hirers is to be made to the Administration Receptionist or the Business Manager who will identify their requirements and the facilities available. An initial request form will be sent.

The school and its governing body has the right to refuse an application without stating a reason and no letting should be regarded as let until approval has been given in writing. No public announcement of a function, meeting or class etc. should be made until the booking has been formally confirmed.

Once confirmed, a formal email sent. In the event of failure to pay the fee, the premises will not be made available.

#### **CONDITIONS FOR THE HIRE OF JUBILEE PREMISES**

All conditions will be adhered to. The Hirer shall be the person making the application for a letting and such person will be responsible for payment of all fees or other sums due in respect of the letting to the hirer and for the observance of regulations imposed by the school or by Hackney Learning Trust or their lawfully appointed agent.

#### SAFEGUARDING AND CHILD PROTECTION

The Hirer must adhere to legislation requiring the safeguarding and protection of children and young people described in the Department of Education's Keeping Children Safe in Education (2024) and can provide on request, appropriate safeguarding and child protection policies and procedures.

## 1. Damage, Loss or Injury (also see Insurance below).

The Hirer must prove to the Administration Receptionist or the School Business Manager that it has appropriate insurance to cover all its legal liability for accidents resulting in injuries to persons, including participants in the hiring activity and/or loss of or damage to property, including the hired premises arising out of the letting of educational premises. Any damage to the premises or its contents by the hirer must be reported on the day of hire to the premises manager or person from the school supervising the letting. The Learning Trust or school will not be responsible for any injury to persons or damage to property arising out of the letting of the premises.

# 2. The Protection of Premises and Movable Property

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating the drilling of nails or screws into part of the school fabric will be permitted nor the use of glue or sticky tape. In the event of any damage to premises or property the school will make good and the Hirer shall pay the cost of such reparation.

# Public safety:

The hirer shall be responsible for the prevention of overcrowding such as would endanger public safety and for keeping clear all gangways, passages and exits. Where applicable the Hirer must adhere to correct adult to pupil ratios at all times. The Hirer shall be responsible for providing adequate supervisions to maintain order and good conduct.

#### 3. Access to Telephone

There is no legal requirement to provide access to a telephone within the school premises.

#### 4. First Aid Facilities

There is no legal requirement to provide first aid facilities for hirers. It is the hirer's responsibility to make their own arrangements i.e. trained personnel and provision of first aid kit, particularly in the event of sports or fitness lettings. However, in the event of an injury sustained on the MUGA, there is a fully equipped sports first aid kit and accident book located in the Community Centre.

# 5. Status of the Person Applying For the Letting

Lettings should not be made by persons under the age of 18 or any organisation or group with an unlawful or extremist background. Persons may have to undergo, at the discretion of the governing body, a DBS check. These checks are to be made by prior arrangement with the Headteacher in advance to ensure checks are carried out. All adults working with Jubilee children must be appropriately qualified.

# 6. Copyright or Performing Arts

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing rights and shall indemnify the school against all sums of money which the school may have to pay by reason of an infringement or copyright of performing rights occurring during the period of hire covered by this agreement.

## 7. Sub-Letting

The Hirer shall not sub-let to another person.

# 8. Licences or Copyright

The hirer is responsible for obtaining all necessary licences and copyright consents. The school is entitled to request proof of a licence and copyright consent 48 hours before hiring. (Please note that licences are not required for bazaars, jumble sales, etc where the proceeds are for the school).

#### 9. Insurance

The hirer must arrange public liability insurance.

To protect the hirer against third party claims for loss, injury or death arising out of the use of the premises for not less than £2million, and to provide an indemnity cover in respect of damage to the premises hired for not less than £2million where such damage can be attributed to the negligence of the hirer or his/her employees or agents.

The hirer shall indemnify the governing body of Jubilee School against:

All claims, loss, damage or injury which may be brought against or suffered by the school arising from or in consequence of their hiring of the school premises or equipment: the cost of reinstating or replacing any part of the premises or property which shall be damaged or destroyed or removed during the period of hire of the premises: any infringement of copyright which may occur during the hiring (if applicable).

# 10. Health and Safety

The hirer is responsible for ensuring that all people using the school premises during the hire period are aware of the evacuation procedures, emergency exists and that the hirer's staff knows the location of the fire-fighting equipment.

The school may refuse to allow activities it considers contrvenes UK Health and Safety legislation or guidelines.

# 11. Intoxicating Liquor

No intoxicants shall be brought onto or consumed on the premises without the prior approval of a representative of the governing body.

## 12. Smoking

All the school is a non-smoking area.

#### 13. Payment

Occasional lettings: a deposit of 50% shall be paid when the application is made. This is returnable on completion of the hiring period and the school reserves the right to retain the deposit if there is any damage or mismanagement of the premises. (NB the hirer will be expected to pay following provisional acceptance).

Block bookings (maximum of one term at a time): A two week refundable deposit (see paragraph 17) payment to be made before commencement of hire and full fees paid on invoice each half term.

The governors reserve the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

#### 14. Heels, Shoes and Sportswear

The floor of the Performing Arts Hall is designed especially for dance and fitness activities.

NO STILLETO OR ANY TYPE OF THIN HEEL IS TO BE WORN.

Only appropriate sports shoes to be worn on the MUGA.

NO STILLETO OR ANY TYPE OF THIN HEEL IS TO BE WORN OR BOOTS WITH STUDS.

#### 15. Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising children/adults until they are collected or leave the premises. The school may charge for poor time-keeping.

In the event of an emergency, occupants must leave the premises by the nearest exist. The assembly point from the Performing Arts Hall is through the main gate onto Cazenove Road for after–school hours lettings or the main playground during in-school time lettings. From the main school, the assembly points are the upper and lower playgrounds and, if in the nursery, the nursery playground. Hirers are responsible for familiarising themselves with emergency exists and must ensure members are aware of evacuation procedures. From the Community Facility and MUGA assemble near the front entrance and the upper playground during in-school time lettings and assemble on Filey Avenue out of school hours.

# 16. Charges

Hire charges are reviewed annually by the governing body.

# 17. Variations of Scales of Charges and Cancellations

- Occasional bookings: The hirer to give at least 10 calendar days notice of a cancellation or the non-returnable deposit will be forfeited
- Block bookings of a term or longer: notice of cancellation must be given in the preceding school term to expire at the end of the following term. Notice of the cancellation must be given by the hirer or the school. Shorter periods of notice may be mutually agreed.
- If, during the period of a hiring, any school or responsible officer, or any authorised member of staff who may represent is of the opinion that any of these conditions have not been complied with or an illegal act has taken place that person may summarily terminate the hiring by oral notice to the hirer or person in charge.
- In the event of the hiring being cancelled, the school shall be under no liability to refund
  payment made or to compensate the hirer or any other person for the loss or damage
  sustained in consequence of the cancellation.

# 18. Security and Cleaning

The governors will hire and pay for a person to be responsible for the security of the main school premises Community Centre, MUGA and Performing Arts Hall before, during and after the hire and also for a daily routine cleaner. However, if the premises is left in an unreasonable state that requires extra cleaning, the cost of this will be charged. If no suitable person can be employed, the hire will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Headteacher.

#### 19. Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of the Headteacher due to food hygiene regulations. All litter must be placed in the bin provided. Water is available from the kitchens.

# 20. School Equipment

This can only be used if requested on the original application form and its use approved by the Headteacher. Adults must supervise all equipment being issued and its safe return. The Hirer is liable for damage, loss or theft of the school equipment that they are using. The hirer is responsible for the equipment's safe and appropriate use. No use may be made of apparatus such as stage lights, staging, piano etc without specific permission. Staging set up for school use will not be dismantled during the weeks that it is in use.

#### 21. Priority of Use

The Headteacher will resolve conflicting demands for the use of the premises with propriety being given to the school or for the use of the Learning Trust.

#### 22. Attendance

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made.

#### 23. Behaviour

The Hirer shall be responsible for enduring the preservation of good order for the full duration of the letting and until the premises are vacated.

#### 24. Own Risk

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact they do so in all respects at their own risk.

# 25. Right of Access

The governing body reserve the right of access to the premises during the letting. The Headteacher or representative will monitor activities from time to time.

# 26. Conclusion of the Letting

The Hirer shall, at the end of the hire period, leave the accommodation in a reasonable tidy and clean condition, all equipment being returned to the correct place of storage. If this is not adhered to an additional cost will be charged.

# 27. Promotional Literature / Newsletters / Advertising

A draft copy of any information to be distributed to club members or through the school must be sanctioned by the Headteacher a week prior to the distribution by the hirer. No advertisements, emblems or slogans shall be displayed outside the school without the prior written permission of the Headteacher.