

# Oatlands School



## Lettings Policy

Date of last review: Summer 2023

Date of next review: Summer 2025

Last reviewed by: Ellie Origo

# Lettings Policy

This policy is prepared and used in conjunction with:

- The Finance Manual, Section M, Community Use of Schools as published by the Local Authority, and
- The Hirer's terms and Conditions document (appendix attached)

For the purpose of this policy Oatlands School is defined as the buildings and grounds in St. Mary's Road, and the playing field in Pantile Road.

The Governing Body is responsible for arranging and administering its own hiring of the school and will encourage the wide use of the school by the general community, to include adult learning when possible. This will be subject to any directions and guidance from the local authority.

Outside normal school hours lettings shall be granted with the following order of priority:

1. Use by the Surrey Community Service as needed for Adult Education purposes for up to three evenings each week. Use for more than three evenings per week may be allowed but shall not have priority.
2. Use for school functions, PTA meetings, fund-raising activities of which all proceeds are allocated solely to improve the school or other county council facilities.
3. Use by Registered Youth Organisations and Surrey Music Centre.
4. Use for the Community under the provision of the Education Act 2002.
5. All other uses approved by the Governors.

Inside normal school hours (8am to 6pm term-time) lettings can be granted to provide facilities to benefit pupils, families and the local community e.g. before school clubs, lunch clubs and after school clubs.

The Governing Body and Head teacher will be responsible for the security of the premises and as such will decide on:

- Whether the letting requires the attendance of the caretaker for supervision purposes, for the duration of the letting (Class A letting), or
- Whether the letting requires the caretaker to attend before and after the letting to unlock and lock the school (Class B letting). If the caretaker is not present, suitable arrangements for the safety and security of the premises must be made.
- If the caretaker is unavailable, a keyholder can be nominated.

## **Lettings requiring special consideration**

**Parliamentary and Local Authorities Elections** - Under the terms of the Representation of the Peoples Act 1983, it is a statutory regulation that the school can be used as a polling station in local and parliamentary elections. The school will normally be closed for the duration of the election.

**Martial Art Classes** – Instructors in all forms of Martial Arts must be registered with the administrative body of the specific type of Martial art they perform and the body must be contacted to check that:

- The instructor has current qualifications
- Any relevant insurance documents are current
- Public Liability insurance is held and meets County's requirements
- The insurance covers the classes to be held in school

**Car boot sales** – advice will be sought from the District/Borough Planning Officer before giving permission for a car boot sale, as these are legally regarded as a market and therefore subject to various controls.

**Picture exhibitions** including the use of films or television – advice must be sought from the District council regarding the necessity for an appropriate licence.

**Music, singing, dancing or stage plays** must be performed to closed organisations such as a society or club or by invitation only. N.B All other entertainments are classified as public entertainment and require an appropriate licence.

### **Administration/Finance**

The Governing Body will determine the level of charges required to cover costs. These will include the cost of the room, the caretaker's attendance, insurance where necessary, and an additional administration charge as agreed. A calculation form has been prepared for this purpose. The level of charges is to be reviewed annually.

The costs and income relating to community use will be analysed by the Business Manager to ensure that total income covers all costs in respect of lettings not classed as a legitimate charge to the delegated budget (Governors and PTA meetings are legitimate charges). Any shortfall must be borne by the unofficial school fund and not the delegated fund.

VAT may be chargeable on certain lettings and will be accounted for separately.

The Governors have considered and agree to the local agreement between Unison and Surrey County Council with regard to the Caretaker's duties and overtime rates.

The school is required to use and keep the following forms and records, which will be subject to audit. The correct usage of these forms will be monitored by the Business Manager.

- A memorandum account (the main record for recording costs and income relating to lettings)
- Application for the Use of School Premises form (ED110) to be completed and signed by hirer
- Confirmation and Approval of Use of School Premises form (FIN566) to be completed by school and given to hirer
- The Caretaker's Record of Hiring's (FIN 508)

Payments for all lettings must be received in advance. A copy of the attached "Hirer's Terms and Conditions" document is to be provided to every hirer.

### **Insurance**

The hirer must have adequate Public Liability Insurance cover, with an indemnity limit of not less than £5,000,000 in respect of one incident. They must provide a copy of their current policy which should be copied and retained in the lettings file.

It is possible to take out public liability cover on the hirer's behalf and the cost must be passed to the hirer through the letting charge. Any premiums collected are to be forwarded to county at the end of the financial year.

Governor's and PTA meetings are covered by the school's insurance.

### **Health & Safety**

Hirers must be made aware of the fire exits and the caretaker must ensure that fire exits adjacent to the accommodation in use be left unlocked. The Health & Safety policy must be made available to all hirers.

All hirers must report any accidents as soon as possible after the event. They must complete an injury report form.

### **Safeguarding**

Oatlands School is committed to safeguarding and promoting the welfare of children and young people and expects hirers and their representatives to share this commitment.

The Governors require that for all lettings involving groups working with children, an enhanced level of disclosure has been obtained from the DBS for the individuals working on the school premises. Evidence of this will be required and an undertaking is to be signed by the hirer to confirm the following:

- Safe recruitment practice is followed
- Enhanced DBS available for ALL individuals working with the children
- Understanding that evidence may be requested by the school at any time
- Children attending the club will only be released to a known parent or carer
- The school's Child Protection and Safeguarding Policy has been read
- The latest Keeping Children Safe In Education document (Part 1) has been read
- Any safeguarding issues or disclosures will be reported to the Designated Safeguarding Lead in accordance with school procedures
- Failure to comply with the above may result in cancellation of the letting

### **Data Protection**

Hirers are to be issued with a Privacy Notice in accordance with the Data Protection Act 2018.

## APPENDIX A

### **TERMS & CONDITIONS FOR HIRERS OATLANDS SCHOOL**

For the purpose of these terms and conditions Oatlands School is defined as the buildings and grounds in St. Mary's Road, and the playing field in Pantile Road.

1. New regular, long term hirers must provide references.
2. Payment of the appropriate charges must be made on demand, and normally in advance of the letting.
3. An "Application for Use of School Premises" (form ED110) must be completed and signed by the hirer prior to the letting. A "Notification of Approval of Letting of school premises" (form FIN566) will be provided by the school to the hirer.
4. A copy of the hirer's public indemnity insurance policy (covering liability of at least £5,000,000) must be provided before the letting. The school can arrange insurance for an additional fee if necessary.
5. The caretaker will open and close the school, before and after the letting unless it is thought necessary that he attend for the entire duration of the letting. His costs will be included in the charge for the letting.
6. If in attendance, the caretaker will give reasonable assistance, within the terms of their employment.
7. It is the hirer's responsibility to undertake any necessary assessment of disability access for their clients/members and to make adequate provision if required.
8. The premises must be left clean and in good order. If additional cleaning is required to ensure the premises are sufficiently clean for normal use by the school, costs will be passed to the hirer. If hiring the school field all rubbish must be removed and disposed of and the field left in a condition suitable for normal school use.
9. The premises must be vacated not later than the time booked. This includes hire of the school field.
10. A minimum of two weeks' notice for any cancellation will be required, or the full cost of the letting will be payable.
11. The school will be closed for two weeks every year, usually in August.
12. School needs do take priority so it may be necessary, on the rare occasion, to cancel a letting. We will of course give as much notice as possible, if this should arise.
13. Use of school equipment is not included unless permission is requested and granted. This includes any equipment in the school field.
14. The school cannot be responsible for any equipment/belongings left on the premises by the hirer.
15. Any equipment/furniture must be returned to its original position after the letting.

16. Smoking is not permitted on any of the school premises or grounds.
17. No intoxicating liquor can be brought onto the school premises without prior approval.
18. Any licence required for the sale of intoxicating liquor at a function will be the hirer's responsibility.
19. Hirers only have access to the room or rooms, playing fields, or playgrounds including in the letting arrangement.
20. The hirer shall be liable for the cost of repair or replacement resulting from any loss or damage to school property.
21. Hirer's should be sensitive to the views of the neighbours and local community with regard to parking, noise etc and comply with any local restrictions.
22. When hiring the school field, the key to the padlock will be loaned to the hirer for the duration of the hire. The key should be collected from the school office just before the hire and returned as soon as possible afterwards as arranged when organising the hire. Care should be taken to keep the key safe and a cash deposit will be required.
23. A hirer must not sublet to another party.
24. No preparations are to be applied to the floor or any other part of the premises.
25. There must be no infringement of copyright.
26. Any dispute on the use of school facilities shall be settled by the Governors.
27. The school is committed to safeguarding and promoting the welfare of children and young people and expects hirers and their representatives to share this commitment. The Governors require that for all lettings involving groups working with children, an enhanced DBS check is held for all individuals working on the school premises. Evidence of this will be required.
28. The Governors reserve the right to revoke, without notice, any contract for the hire of school premises.
29. Governors are able to withdraw, without notice, permission to use school playing fields when the playing fields are unfit for use.
30. The use of school premises for purposes other than those of the school itself is subject in all respects to the Education Committee's regulations for the community use of school.