



Anthony Gell School

Lettings Policy

	Date	Minute Number	Review Date
Approved by Governors	23.03.2020 (FSPC)		April 2021
Reviewed (added logos)	15.06.2021 FSPC	1548/21	June 2022

This policy is to record the school's procedure for dealing with letting the school premises

1. Introduction

Section 42 of the 1986 Education Act provides the Governing Body of a school with delegated budgets to have control over the use of school's premises outside school hours, subject to directions by the Local Education Authority (LEA) (further details in the 1988 Education Act) and to the statutory requirements of any other Act and having regard to the desirability of use by the local community.

The use of premises outside school hours is delegated to Governing Bodies in accordance with the Education Committee's Regulations for the letting of school premises R9. The Education Reform Act requires that finances be delegated for statutory school activities, i.e. Community Education, LEA initiatives etc, and that this delegation is subject to any direction issued by the LEA to maintain community provision.

The Anthony Gell School Governing Body has delegated approval of lettings to the Headteacher, with summaries of lettings use presented to the Governing Body FSCP Committee on an annual basis.


2. Charging

There will be no charge for Governor's meetings, Gell Friends or Foundation meetings, extra-curricular activities, staff professional and recreational activities or other school-linked activities, but appropriate lettings application forms will be completed for all such events so as to ensure full insurance cover.

All other lettings will be charged in accordance with the criteria/regulations below.

The Governing body will determine the charges levied, subject to direction by the LEA and to the statutory requirements of any other Act, although Governors will ensure that any costs incurred by the school are recovered.

The costs are:

 Anthony Gell School		
Lettings Charge as at June 2021: Rooms		
	Room type	Charge per hour excluding VAT
A	Hall	£25
B	Classroom	£12
C	Specialist Classroom	£15
D	Chairs set out in Hall	£10 (one off charge)
E	Term time letting starting after 7pm	£12

If hirers need to cancel, they must give as much notice as possible. Cancellation charges may be charged at the discretion of the school. Costs to the school as a result of cancellations will be passed on to the hirer as the school cannot subsidise this cost.

No payment should be made to staff, other than that invoiced. A receipt should be obtained for cash payments.

The hirer may not sub-let the premises.

The hirer must complete and sign a booking form to agree to the conditions of hire (see Appendix 1). If the hirer is booking to enable students to attend, child protection arrangements and checklist (appendix 2) must be completed. The hirer, upon confirmation of booking must read and sign the Health and Safety document (Appendix 3)

All charges are calculated by the Clerk to Governors and booking requesters are informed of the costs of hire before confirmation.

3. Conditions of Hire

Hirers should ensure activities carried out on the premises are appropriate and previously agreed with the school, and there is adequate adult supervision. Consideration should be given to other users, to owners/occupiers of any neighbouring or adjoining property and members of the public.

Any damage to the school property or premises must be paid for by the hirer. Pianos, furniture and equipment must not be moved or used without permission. No property should be removed from the school.

Users of the premises are responsible for their own safety; any accidents or injuries should be reported to the school at the earliest convenience. Liability Insurance should be obtained by the hirer; a copy of this may be requested by the school – see section on Insurance below.

Parking is at owners' risk. Parking should not obstruct neighbouring properties.

Loss/theft/damage of personal property is at owners' risk.

Hirers should ensure they leave the premises in a clean and tidy condition. Any damage or concerns should be reported to the school.

Any defects relating to the premises should be reported to the school.

Insurance/Legal/Copyright Matters

Hirer to agree to abide by the terms of the insurance policy taken out by Derbyshire County Council (DCC) to protect 'voluntary groups' and other hirers who are not 'Registered Companies' * and to pay the first £100 of each and every claim in respect of damage to the buildings and contents (see conditions of insurance policy).

** Insurers exclude from the cover use of premises by organisations that are able to make their own insurance arrangements, i.e. Professional Entertainment Promotions, Registered Companies, Scout or Guide Groups, Sports Clubs, Political Parties etc.*

Hirer to ensure that no gambling or any other objectionable conduct takes place on the premises.

Hirer to obtain any necessary permission from the owners of copyright in musical, dramatic, literary and other works as required by the Copyright Act 1956, and to indemnify the County Council in respect of any infringements of such copyright.

Hirer to secure a licence in accordance with the Licences Act 2003 (previously the Theatres Act 1968) in respect of the performance of any play.

Hirer to secure a licence for the sale of intoxicating liquor through the Local Authority.

Hirer to agree to abide by other regulations as directed from time to time by the Governors or Local Authority.

Conditions of Insurance Policy - The insurance provides an indemnity to the hirer (as outlined in above) in respect of third-party claims arising out of the negligence of the hirer during use of the premises. It applies only where legal liability exists and operates where following a negligent act, a visitor or third party other than an employee of the hirer suffers personal injury, damage, or loss. Claims are payable up to a maximum limit £2,000,000 for any one accident or occurrence. Employees of the hirer are covered in respect of damage or loss. The insurance also indemnifies the hirer against legal liability for damage to the hired building and its contents up to a maximum of £50,000 (£2,000,000 in respect of fire damage). The hirer is liable for the first £100 of each and every claim.

Licences (where needed) such as temporary events notices or for the provision of alcoholic drinks, must be obtained by the hirer at their own expense.

Appendix 1



Anthony Gell School

ANTHONY GELL SCHOOL LETTINGS BOOKING FORM FOR HIRE OF SCHOOL PREMISES

This booking form must be returned to the Clerk of the Governing body.
To check availability or if you require additional information about the facilities available, please contact the Clerk of the Governing Body, Heather Harper, on hharper@anthonygell.co.uk

DETAILS OF HIRER

APPLICANT
EMAIL:
ADDRESS:
TELEPHONE NO (DAYTIME/MOBILE):
ON BEHALF OF (name of organisation)
POSITION

DETAILS OF HIRE/REQUIREMENTS (see over for block bookings)

TYPE OF FUNCTION:	
NO OF PEOPLE ATTENDING (max):	No of Adults: _____ No of children (under 17): _____ No of cars: _____
THOSE ATTENDING:	family/friends/members of the organisation/members of the general public/ _____
Health & Safety (Please tick box confirming that you agree the following)	The hirer is responsible for arranging any first aid provision whilst on the premises. <input type="checkbox"/>
SAFEGUARDING (The hirer has completed the safeguarding form if required)	The hirer may be required to complete a satisfactory safeguarding checklist Required <input type="checkbox"/> Not required <input type="checkbox"/>
CONDITIONS OF HIRE (Please tick box confirming that you agree the following)	The hirer confirms to abide by the conditions of hire as set out in the Schools Letting Policy (available on the website) <input type="checkbox"/>
TYPE OF USE:	GOVERNORS/SCHOOL OTHER DCC PRIVATE HIRE



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ANTHONY GELL SCHOOL - LETTINGS BOOKING FORM

Date	START TIME	END TIME	TOTAL HOURS (Charged letting minimum 2 hours)	CLASSROOM (Insert No.)	HALL	SPECIALIST CLASSROOM	OTHER eg Chairs in Hall	TOTAL COST
DISCOUNT ALLOWED (INSERT GOVERNORS REFERENCE, REASON AND DATE)								
TOTAL COST								

NB Time must be included for setting up and clearing up within your booking period – no additional time allowances are given for this.

Signed Date

Name

If signing on behalf on organisation please tick to confirm you are entitled to enter the organisation into financial obligations and for the school to use this information to store a booking and request payment

Appendix 2



Anthony Gell School

CHILD PROTECTION ARRANGEMENTS: A CHECKLIST FOR SCHOOLS AND INDEPENDENT PROVIDERS

Safeguarding Children and Safer Recruitment in Education Guidelines which came into force 1 January 2007 state in para 2.26

“Where the governing body provides services or activities directly under the supervision or management of school staff, the school’s arrangements for child protection apply. Where services or activities are provided separately by another body, the governing body should seek assurance that the body concerned has appropriate policies and procedures in place in regard to safeguarding children and child protection and there are arrangements to liaise with the school on these matters where appropriate”.

In addition paras 4.79 – 4.85 state that :

Written agreements should be in place with any third-party provider or group providing services to children and young people, which set out the respective responsibilities of the school and the provider or group. These should include responsibility for areas such as health and safety, recruitment and vetting checks and child protection arrangements. The schools’ insurance provider should be consulted to ensure provision is adequately covered. All staff and providers working on the school site should have training on issues such as emergency evacuation procedures. Schools should only work with providers that can demonstrate that they have effective child protection procedures, training and vetting arrangements for staff, appropriate child/adult ratios and contingency arrangements in place for emergencies or the unexpected.

This guidance note provides a checklist that schools can use to help them comply with the requirement in the DfES circular in cases where services or activities are provided for children separately by another body. This relates to an arranged activity involving students

Safeguarding Children: Schools Checklist

A checklist should be completed for each activity where students are participating

1	Name, address and contact number of hiring organisation	
2	Type of activity	
3	Location of activity (if on school site, be specific)	
4	Days and times of activity	
	Safety requirement	In Place
5	Does the agreement or contract allowing with the organisation contain a clause that: <ul style="list-style-type: none"> - Requires the organisation to have in place appropriate child protection policies, procedures and codes of conduct that are compatible with those of the school and the Local Safeguarding Children Board? - Gives the school opportunity to terminate the contract with immediate effect if the organisation is failing to discharge its child protection responsibilities?¹ 	Y/N Y/N
6	Has the organisation got a child protection policy that is compatible with the school's policy?	Y/N
7	Has the organisation a code of conduct for staff that is compatible with school's code of conduct or expectations (including the abuse of trust under the Sex Offences Act for children over 16 but under 19 years)?	Y/N
8	Are staff in the organisation aware of the procedures to be followed if they think a child is being abused and have they been supplied with the number for Social Care? ²	Y/N
9	Has the organisation a copy of the DfE booklet "What to do if you're worried a child is being abused – Summary" and can the organisation confirm that it is shared with members of staff? ³	Y/N
10	Does the organisation have an approved procedure in the event of a child protection allegation being made against a member of their staff?	Y/N

11	<p>Has the organisation provided written confirmation that they have in place robust practices which meet the safer recruitment guidance set out by the children's workforce development council* (CWDC) including:</p> <ul style="list-style-type: none"> • Confirmation that they, or another employment business acting on their behalf, has obtained an enhanced CRB disclosure on all staff or volunteers working with children (including transporting children as part of the activity) • Confirmation that the staff or volunteers have not had a break of 3 months or more from employment since their latest CRB disclosure was obtained • Confirmation that job interviews have been carried out for all staff and volunteers and that full application details exist • Confirmation that a minimum of 2 satisfactory references have been received (from previous employers where possible) which address the individual's suitability to work with children & young people • Confirmation that individual identity and qualification checks have been satisfactorily completed 	Y/N
12	Are there appropriate arrangements for first aid or other emergencies?	Y/N
13	Are there arrangements for the staff member/organiser to liaise with the appropriate member of school staff if there should be a particular concern?	Y/N

* Safer Recruitment Guidance set out by the CWDC is currently under development and consultation. For the latest developments refer to the CWDC on the internet.

If the answer to questions 5,6,7 and 10 is 'no', schools could share their policy and procedures and, in a covering letter, require the organisation to adopt policies and procedures that are compatible with the school's policies. It will be important that these are not simply adopted without change, since the school's documents will often identify school staff who are responsible/accountable for specified actions.

If the answer to question 5 is 'no' the contract or agreement will need to be amended to include these requirements. If the answer to any other question is 'no', the organisation should be given a period no longer than one month to ensure that the area causing concern can be addressed, including appropriate staff training or plans for training.

Appendix 3



Anthony Gell School

Health and Safety: Hirer Fire & Accident Procedures

As group leader for the booking of this space, you are now the designated officer responsible for the health and safety of your event. Please will you read these instructions carefully and then sign at the bottom of both copies to say that you have received and understood these instructions. Keep one copy for yourself. You must have your own mobile phone as there may not be access to a phone from your area. First-aid kits and support may not be accessible for your event, so you should make provision for this.

The fire notices in the room are instructions for what to do and where to go during normal school hours. The instructions for out of school hours events are slightly different. At the beginning of your event, you should make everyone aware of the evacuation procedures. Where large numbers of people are present, you should give specific roles to event organisers, to help you evacuate. If you are unsure about this, please talk to the caretaker before he leaves the building.

In the interests of health and safety and by law, the school building is a designated no-smoking area. If anyone needs to smoke, then they must be well clear of the building. They must not stand in the doorways.

If you discover a fire:

1. You must raise the fire alarm by **BREAKING THE GLASS IN THE NEAREST ALARM BELL PUSH.**
2. Leave the building immediately by the safest route. The caretaker will tell you which fire exits to use and which area to use to assemble for safety. Some fire exits are not suitable escape routes for out of school hours events.
3. Call the fire brigade on 999.
4. Do not stop to collect personal belongings.
5. Do not re- enter any building.
6. Telephone the duty caretaker on: 07739 798432

THE FIRE ALARM IS THE CONTINUOUS SOUND OF THE SIREN.

If you hear the fire alarm:

1. Leave the building immediately.
2. Go to the assembly area as directed by your group leader.
3. Do not stop to collect personal belongings.

4. Do not re-enter any building.

You will not be able to re-enter the building unless either the fire officer or duty caretaker tells you to do so. The duty caretaker will only tell you to re-enter if it is discovered that it is a false alarm. If there is a fire, then everyone has to take instruction from the fire officer.

Title of event

Date Event times

I have received and understood these instructions. I understand that I am the designated person responsible for the health and safety of this event. I will only use the duty caretaker's phone number in an emergency.

Comments for non-emergency issues.

At the end of the event, I will either give this form directly to the caretaker, or put it through the school letter box at reception.

Signed

Print name Date