# Keir Hardie Primary School



# Lettings Policy

Reviewed	Summer 2021
Date of next Review	Summer 2024

The policy sets out a letting and charging policy, which is in accordance with advice set by the Children and Young People's Services.

#### **Premises**

In this agreement the use of the word 'premises' means the accommodation hired, any ancillary accommodation used (e.g. toilets, means of access) and the grounds and playground.

#### **Prohibited organisations**

In view of incidents and concerns expressed in the past, and to safeguard the interests of the school community and to protect the fabric of the school premises the Governing Body as advised by the LA, will not allow the use of school premises by any groups inciting hatred or groups with extremist ideas.

#### Criteria for lettings

The following criteria will be used in deciding if a letting can be approved:

- Consideration of a level of noise and disturbance to neighbours.
- Availability of a site supervisor/cleaning staff
- Consideration of the security of the school equipment
- Any building and maintenance work taking place in the school

#### Conduct

- 1. Hirers are required to be present during the duration of the event.
- 2. Times of hire and locations of hire must be adhered to. You may only use the rooms agreed on the hire form.
- 3. All visitors to the event should stay in the area hired and not congregate to disturb the neighbours (guests must leave the premises in a quiet and orderly fashion, preferably supervised by the hirer).
- 4. Hirers are responsible for tidying up the premises with the assistance of the Site Supervisor (cost included in hire fee). The function times include time allowed for cleaning up.
- 5. Eating in designated areas only. You will further be required to ensure that this space is left clean and tidy and that all rubbish is disposed of in the bins provided. The hirer must provide soap for washing up and for toilets and toilet paper. Bin bags will be provided by the school.
- 6. Music must be played at a reasonable level so as not to disturb the neighbours. All doors must be kept closed to prevent music being heard outside. The Site Supervisor is authorised to reduce the volume of the music if he believes the level is too high.
- 7. All hirers and users of Keir Hardie Primary School must adhere to the school's Code of Conduct for adults, a copy of which will be given to you.

#### **Child Protection**

If children are going to be present during the letting, the hirer or person in charge at the event should read the school's Child Protection Policy on our website The hirer must ensure the safety of those children and act immediately at the time of any incident to safeguard children. The site supervisor will act upon any incidents he believes requires the protection of children.

#### Safeguarding Duty

The school is committed to safeguarding and will only hire the premises to groups that are compliant with our safeguarding policies and the Prevent Duty (see our safeguarding policy)

#### **Health and Safety**

- 1. The Site Supervisor, with the hirer, must carry out a risk assessment to determine the suitability of the premises for the use proposed.
- 2. Site Supervisor will point out the location of the First Aid box before the start of the hire.
- 3. Fire Assembly Points in the school square or playground. If the alarm goes off, all guests must leave the buildings immediately and gather in the playground. No-one should return to the building unless they have been given an 'all clear' by the Site Supervisor.
- 4. Hirers must only use the areas they have agreed to, for health and safety reasons, and must be familiar with evacuation and fire alert procedures as per letting agreement.
- 5. Parents/Carers are responsible for their own children. Children must be supervised when using the toilets.
- 6. No smoking whatsoever on the premises. Smokers may smoke outside the school perimeter.
- 7. No pets allowed on site.
- 8. In case of emergency the Site Supervisor can be contacted by the hirer by phone: 07830247169
- 9. No tins or glass bottles should be left in the grounds or in the street outside.

### **Liability for loss or Damage**

- The governing body cannot, under any circumstances, accept responsibility or liability in respect of any damage to or loss of property, suffered by the hirer or persons attending functions.
- No item shall be brought into the premises, which is likely to cause damage to the structure, finishes and covering of the building.
- The hirer will accept full responsibility for any damage to school property or premises, which occur during the letting. In the event of damage the hirer shall be responsible for the costs of repairs or replacement.
- All facilities should be left in a clean and reasonable condition otherwise any additional costs arising from the need to clean such facilities shall be an additional cost incurred by the hirer.
- Furniture the school will allow use of fold down tables and benches for bookings inside and outside. Organisations use these at their own risk and must return them clean and with no damage. Care must be taken not to scratch or damage the hall floor or dance studio, which has underfloor heating (stiletto heels are not recommended).

- Hirers will be responsible for damage or replacement or loss of fittings and property hired by the school. Costs will be formally invoiced to the hirer for full settlement within seven working days.
- Disclaimer any equipment provided by the school is used at owner's risk

#### **Premises**

Hirers are recommended to view the premises for suitability before making a booking. Please find outlined below the rules and conditions of use which must be adhered to when using Keir Hardie Primary School.

- 1. Furniture must be returned to its original position/location at the end of the letting.
- 2. No access to other areas of the grounds, unless as part of outdoor MUGA hire.
- 3. No ceiling decorations allowed. Weighted helium balloons can be used but not attached to walls or ceiling.
- 4. No pins, sellotape, masking tape or staples only blu-tack to be used to secure items.
- 5. The use of portable gas appliances and candles are not permitted.
- 6. Confetti is not permitted.
- 7. Spotlights and staging are available in the hall if required.
- 8. Weekend evening events must end by 10pm cleaning up completed by 11pm.

#### **Rate of Charges**

The rate of charge will be reviewed annually by the finance committee of the governing body. The current rates are on the application form attached.

#### Insurance

There is no public liability cover against any injury to those present or damage to the school building and contents during the hire period arising from some action or negligence by the hirer. Hirers should, therefore, note that they must accept responsibility for suitable supervision and for taking out adequate insurance cover. The hirer must make arrangements for Public Liability cover and to attach a copy of the policy document to the application form.

#### **Long Term letting**

The hirer will ensure that all relevant vetting checks e.g. references, photo identification (passport) and DBS are sought prior to agreement is signed.

#### **Days and Hours of letting**

Will be by prior agreement, but generally within the hours of 5:30pm and 8pm weekdays and between 9am and 10pm weekends and holidays so that facilities can be cleaned, vacated and secured.

#### **Capacity limits**

The limit for the Hall is 100 adults, the limit for the Dance Studio is 75 adults and the limit for the MUGA is 24 adults.

#### **Conditions of lettings**

- No alcohol Alcohol may only be supplied or sold at a function if a Temporary Event Notice has been obtained by the "premises user" and given to the school, the relevant licensing authority (with the fee of £21) and the relevant chief officer of police no later than 10 working days before the event. If this action is not taken the letting will be cancelled. It is the responsibility of the hirer to obtain a Temporary Event Notice. Hirers in doubt as to the need for a Temporary Event Notice should consult the police. Details of licenses required for permitted temporary events can be found on web site <a href="www.culture.gov.uk">www.culture.gov.uk</a> under the alcohol & entertainment section. Advice can also be obtained from the London Borough of Newham licensing Authority by contacting Mark Orton, telephone number 020 8430 6235. Alcohol is not permitted at all in the School Square.
- No narcotic substances other than for medical purposes will be allowed on the premises
- **Smoking** Smoking is not allowed anywhere in the building or in the school grounds
- <u>Gambling</u> Gambling will not take place on school premises without permission and in accordance with the conditions of The Gaming Act 1958. The letting application form must state if permission to engage in any form of gambling is being requested.
- <u>Licences</u> The hirer is to ascertain and obtain if necessary a music, dancing, entertainment, theatre or cinematography licence from the appropriate section of the London Borough of Newham.
- **Animals**, with the exception of dogs for the blind, are not permitted on the school premises.
- <u>Health and Safety</u> The hirer accepts that he/she should familiarise himself/herself with the position of the telephones, escape routes, fire alarms and fire fighting equipment. Notices regarding the procedures, in relation to action in the event of a fire, should also be studied and the information disseminated. The hirer also accepts they are responsible for the first aid provision during the letting.
- Offensive weapons None to be brought onto the school premises.

#### Guidance for external agencies and speakers hiring school hall/dance studio

The following procedures should be followed by all school staff involved in letting for external agencies and outside speakers:

- Prior to the letting discuss with the visitor what materials would be used in the session.
- Ensure that the speaker/external agency has the required expertise and necessary experience/skills to deliver, sessions that are age appropriate and factually accurate. Check relevant qualifications and website for further clarification.

- Check identification
- Ensure they have a current public liability insurance certificate
- Inform the speaker/external agency regarding about any needs of the children/adults, (where applicable) so that the sessions are inclusive.
- Ensure that the activity meets Health and Safety guidelines and That speakers/external visitors are aware of the school's safeguarding procedures and policy.
- Ensure that the speaker/external agency has a named contact and telephone
  - number/email address for the letting

#### Quality of Service From time to time

Staff and Governors have the right to monitor the activities to ensure quality of service/ activity operating from the premises, and ask the Hirer to provide data on the number and type of users, in relation to the Local Authorities monitoring of the Children & Young Peoples Plan

For further clarification on the letting for speakers/ external agencies, please contact Keith Smith email: keith.smith@newham.gov.uk

#### **Preservation order**

The hirer is responsible for the preservation of good order during the letting and for ensuring that no offensive acts take place upon the premises.

#### **Kitchen**

The use of the school meals kitchen and equipment by hirers for social functions etc. is not permitted unless approval has been given by Junipers, who will provide staffing. The charges for this service are additional to the letting charge. The hirer must obtain permission to use the school kitchen from Junipers.

#### Removal of articles

Caterers, contractors and others employed to supply refreshments, decorations etc. will be required to remove and clear away all their articles and property before the letting terminates. Hirers are required to give their caterers/contractors notice accordingly. This also applies to any refuse accumulated. The hirer shall pay any additional costs of repair, removal or cleaning.

#### School furniture, property and equipment

School furniture, property and equipment shall not be moved nor used except by prior arrangement. Hire of equipment can be negotiated and will be subject to an additional charge.

### Site supervisor

The site supervisor has the right to exercise control throughout the letting, and may terminate the letting if the conditions are not adhered to fully. Site supervisor will be on the premises in case of any issues throughout the letting.

#### **Applications**

 All applications for lettings to be made, after viewing, by letting application form to the Head Teacher (form attached). The purpose of the letting must be made clear on the letting application form. Notification will be issued within ten working days as to whether the letting will be allowed. The Head Teacher reserves the right to request further particulars of the proposed letting.

- Lettings to the local community will normally only be granted to groups organising community activities which normally are non-profit making organisations who are serving the local community in some way. The Head teacher will decide whether a letting is to be granted and the Terms and Conditions for the Hire of School Premises will apply in all cases.
- The person who applies for the accommodation will be deemed the hirer and must be over the age of 18 years of age. The hirer shall be the person who signs the application form and shall be responsible for the payment of the hiring charge and for the observance of the terms of application.
- Each application to be considered on its merits and the suitability of the school premises to accommodate it.
- The school reserves the right to refuse any application for hire.

#### **Parking**

- There is limited parking (7 spaces including 1 disabled) space in the car park.
- Automatic gates should not be blocked at any time as they are emergency exits and the car park is a fire assembly point.

#### **Payment of Charges**

- If a letting is agreed, a cash deposit of £250 for functions, £100.00 for meetings and fitness classes. Deposit, which will be taken at the time of booking which will be refundable after the date of the letting. Rate is inclusive of Site Supervisor in attendance.
- The hire charge should be paid as soon as possible, no later than 30 days before the letting.
- The right is reserved to refuse access to the premises if the whole of the charge has not been paid.
- On successful completion of the letting and satisfactory report from the site supervisor, the letting deposit will be refunded in full within 14 days. If additional costs are incurred for cleaning or damage, these will be deducted from the deposit. This will not affect any rights to recover sums for additional costs in excess of the depositor.

#### Cancellation

- 14 days notice is needed to cancel the booking.
- If less than 14 days notice is given a charge of £50 will be made. This will be deducted from the deposit.
- If cancelled by the school, a full reimbursement will be made.
- The Governing Body and the school will not be responsible for any loss of income or expenses sustained by the hirer resulting from such a cancellation.

#### **Data Protection**

• Please note that Hall hire forms are stored securely, and destroyed 30 days after the booked event has taken place.



NAME OF HIRER		
ADDRESS AND TELEPHONE NO. OF HIRER		
DATE		
TIME	FROM:	TO:
PURPOSE		
	11	
COST	Commercial Meetings Hall Hall Dance Studio Dance Studio Hall and Dance Studio together	£40.00 per hour weekday £45.00 per hour weekend £40.00 per hour weekday £45.00 per hour weekend £60.00 per hour weekday £70.00 per hour weekend
	Dance Studio Hall and Dance Studio together	£40.00 per hour £40.00 per hour £60.00 per hour
	<u>MUGA</u>	
		£35.00 per hour

½ hour free of charge setting up time. Staff hire discount of 25%

#### PLEASE NOTE:

- No alcohol is allowed on school premises, unless a licence is obtained. Permission to apply first sought from school.
- No narcotic substances allowed on the school premises.
- ❖ The limit for insurance purposes is 100 adults for School hall, 75 adults Dance Studio and 20 adults for the MUGA.
- Hire is for use of the school hall and toilets, Dance studio and toilets and MUGA and toilets.
- ❖ The hirer agrees to ensure that the premises are left clean and tidy at the conclusion of the letting.
- ❖ Any damage to school property will be charged to the hirer.
- There is no access to the kitchen facilities.
- ❖ £250 cash deposit will be taken for functions, £100.00 for meetings and fitness classes, at the time of booking which will be refundable after the date of booking.
- ❖ Two weeks notice is needed to cancel the booking. The deposit will then be fully refundable. If less than 14 days notice is given a charge of £50 will be made. This will be deducted from the deposit.
- If the booking is cancelled within two weeks of the booking the deposit will not be refundable.
- If you need to contact someone during school holidays please contact the school on 020 7476 1284.
- For long term lettings please discuss with the school.

I acknowledge that I have been informed that I, or the organisation on whose behalf I am making this booking, should have insurance to cover public liability as the booking is not covered by the school's public liability insurance. I also confirm that I have read and accept the terms and conditions set out in the Letting policy attached to this application form.

Hirer	
	Print Name
	Signature
	Date
Head	Teacher
	Print Name
	Signature
	Date

# Appendix A – HALL



Appendix B - DANCE STUDIO



# Appendix C - MUGA



## Appendix D - Risk Assessment: Indoor Functions, Meetings & Fitness Classes



## **Keir Hardie Primary School**

13 Robertson Road, Canning Town E16 1FZ

# **Health & Safety Risk Assessment**

Class / Dance Sessions) Area: Hall / Studio (Indoor

Activity/Task: Meetings &

Functions, Fitness Classes

Date: September 2019

Review Date: September 2020

Step 1 List significant hazards here:	Risk Code	<u>Def</u>	Defined Risk		Step 2 List groups of people who are at	Step 3 List existing controls or note where the information may be	
		<u>Likelihoo</u> <u>d</u>	Severity	Rating	risk from the hazards you have identified:	found. List risks which are not adequately controlled and the action needed:	
The physical moving of panels from, and then back into, their respective storage area.	A	Unlikely (2)	Minor (2)	LOW (4)	Trained Staff Users	Panels should be firmly gripped with two hands until it is possible to turn them	
The physical moving of panels from, and then back into, their respective storage area. Panel swinging out at the bottom and operators foot becoming trapped underneath	В	Possible (3)	Minor (2)	LOW (6)		Ensure that panels are kept in upright position preventing the bottom of the panel from swinging out. Ensure feet are kept clear of the bottom of the panel	
Associated hazards when the panels have to be moved around track intersections, and/or with the handling of the telescopic end panel.	В	Unlikely (2)	Minor (2)	LOW (4)		Keeping aware of the surrounding structure and/or any other panels to ensure adequate hand clearance.	
Bringing panels together and, if applicable, closing	В	Possible (3)	Minor (2)	LOW (5)		Ensure that panels are moved slowly and that hands are keep clear of joints and/or surrounding structure	

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Risk Code	Possible Harm (hazard)	Possible Result (risk)
A	Unnecessary strain and/or back pain caused by incorrect handling.	Muscular injury, or at worst torn ligaments, disc trouble or the risk of a hernia.
В	Foot / Finger trapped or knocked knuckles.	Bruises, cuts or at worst broken bones.

**Defined risk ratings (likelihood of occurrence x severity of harm)**The following definitions are used to determine the risk rating of identified hazards for both the likelihood and possible severity.

Score	1	2	3	4	5
Likelihood	Almost Impossible	Unlikely	Possible	Likely	Almost Certain
Severity	Insignificant (no injury)	Minor	Over 7 Days Absence	Major	Fatality
RISK	1-9 Low (Adequate)	10 – 16 Mediu	ım (Tolerable)	17-25 High (U	Unacceptable)

Site S	Supervisor
	Print Name
	Signature
	Date
Hirer	
	Print Name
	Signature
	Date

## Appendix E – Risk Assessment: Outdoor Fitness Classes & Sports Activities



# **Keir Hardie Primary School**

13 Robertson Road, Canning Town E16 1FZ

**Health & Safety Risk Assessment** 

Class / Area: MUGA (Outdoor Sessions)

Activity/Task: Fitness Classes & Sports Activities

Date: September 2019

Review Date: September 2020

Step 1 List significant hazards here:	gnificant hazards  Code  List groups of people who are at		List groups of people who are at	Step 3 List existing controls or note where the information may be found. List risks which			
		Likelihoo d	Severity	Rating	risk from the hazards you have identified:	are not adequately controlled and the action needed:	
Risk of collision with the brick wall / fencing during play.	В	Possible (3)	Minor (2)	LOW (5)	Participants of activity	Users will be made aware of this risk and play on the MUGA at their own risk. Children playing on the MUGA in an organised activity will be made aware of the risk. The fence that surrounds the perimeter of the MUGA is a powder coated galvanized steel. The fence is smooth on the inside of the MUGA.	
Risk of graze (to user) when falling on surface.	В	Likely (4)	Minor (2)	LOW (5)		Appropriate footwear worn. No muddy footwear on the surface. This information is displayed on the MUGA and also available when booking.	

Injury resulting from broken glass, stones.	В	Possible (3)	Minor (2)	LOW (4)	
B-112-1, 2-12-12-1					No glass items allowed into the MUGA. No food
					or drinks allowed. Have a quick visual prior
					to using and remove any stones or items on the
					floor. No smoking in the
					MUGA; No dropping of
					cigarettes/matches onto the surface.
					No animals allowed (with the exception of
Swinging doors					registered assistance dogs).No chewing gum
Swinging doors	В	Possible (3)	Minor (2)	LOW (5)	
		,	,		The school advises that doors remain shut during
Pigeon netting	В	Possible (3)	Minor (2)	LOW (4)	activity sessions.
		,			Flying birds will generally 'bounce' off
					nets held taut by supports.
					Nets that are loose or have deteriorated can
					ensnare birds and lead to their deaths. Thus, netting
					needs to be regularly checked and maintained
					to ensure its good condition and to release
					any trapped birds."

Risk Code	Possible Harm (hazard)	Possible Result (risk)
A	Unnecessary strain and/or back pain caused by incorrect handling.	Muscular injury, or at worst torn ligaments, disc trouble or the risk of a hernia.
В	Foot / Finger trapped or knocked knuckles.	Bruises, cuts or at worst broken bones.

**Defined risk ratings (likelihood of occurrence x severity of harm)**The following definitions are used to determine the risk rating of identified hazards for both the likelihood and possible severity.

Score	1	2	3	4	5
Likelihood	Almost Impossible	Unlikely	Possible	Likely	Almost Certain
Severity	Insignificant (no injury)	Minor	Over 7 Days Absence	Major	Fatality
RISK	1-9 Low (Adequate)	10 – 16 Mediu	ım (Tolerable)	17-25 High (U	Unacceptable)