



PORTFIELDS PRIMARY SCHOOL LETTINGS POLICY

Date	Review Date	Co-ordinator	Committee Responsible
Nov 2022	Bi-annually/ in line with legislative changes	Headteacher/School Business Manager/Site Manager	Finance, Premises and Personnel

The Governing body of Portfields Primary School wishes to encourage the use of the school premises by outside parties for the benefit of the school and the local community. The Governing Body is empowered to make rules governing the use of the school premises, or to withdraw or amend them.

1. Use of Premises

Use of the school's premises and its facilities is subject to the following conditions outlined below:

2. Equal Opportunities

The premises shall be available to all members of the community regardless of race, colour, nationality, sex, religion, marital status, disability, age, sexual orientation or gender reassignment.

3. Applying to use the School

- Application for use of the School shall normally be made to the School Business Manager at least 14 days before an event.
- Hiring of the school's premises is subject to the availability of the Site Manager/Caretaker or other responsible person appointed by the Governing Body, or the Headteacher acting on its behalf.
- Should the hirers damage the buildings, fittings, fixtures of furniture, or have subjected them to undue wear and tear or are in any way guilty of a breach of the

rules of the Hiring Agreement, the Headteacher or Chair of the Governing Body shall have the power to terminate the hiring agreement with immediate effect.

The Governing Body reserves the right to refuse any application to hire the school premises.

4. Hours of Opening

Facilities at the school are normally available during term time, hired between the hours of 17:30 and 21.30 on weekdays 08.30 and 22.00 on weekends. In exceptional cases, these hours may be extended by application to the Headteacher.

5. Areas for hire

The school is able to offer the following facilities:

Some classrooms - dependant on usage

Designated outside area (e.g. Forest School, playground, field – excluding equipment)

Hall (inclusive of tables and chairs)

Kitchen (excluding cooking facilities)

Toilets

Internet facilities excluded, unless otherwise agreed.

6. Charges

The current charges are set out below. It is the responsibility of the Headteacher acting on behalf of the Governing Body to agree all charges. Full hire charge to be paid one week before the hire date.

Areas for casual/one off hiring	Costings
Hall, kitchen and toilets	£18.00 per hour or part of
Hall, kitchen and toilets	£15.00 per hour or part of, for bookings of 3 hours or more.
Classroom	£20.00 per hour or part of
Classroom	£18.00 per hour or part of, for bookings of 3 hours or more.
Designated outside area	£15.00 per hour or part of
Areas for block bookings of 3 months or more	
All of the afore mentioned	£15.00 per hour or part of

The setting of charges will take account of the cost of maintenance, heating, lighting, etc. All charges will normally be levied on an hourly basis, rounded up to the nearest full hour wherever appropriate. The charges will be reviewed at least bi - annually.

Block Bookings or bookings more than 3 months in advance will be accepted. The Governors reserve the right to refuse any application or terminate/amend a booking. Every effort will be made to ensure that there is reasonable notice (normally no less than 15 working days) but this cannot be guaranteed.

7. Deposit

Block bookings will be required to pay a holding/breakage deposit of two weeks hiring fees. This payment must be made as soon as the booking is confirmed and will be refunded on receipt of all keys/fobs, and if no extra costs have been incurred, at the end of the hire term.

Casual hirers will be required to pay a holding/breakage deposit of £45.00 as soon as the booking is confirmed. This will be refunded after the event on return of all keys/fobs and if no extra costs have been incurred.

8. Safety Requirements

The School has not been granted a public entertainment licence. All conditions attached to the granting of the licence, shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and to its contents. In particular:

- Obstructions must not be placed in gangways or exits, or in front of emergency exits, which must be available for free public access and egress at all times
- The Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Site Manager who will then inform the Headteacher
- Performances involving danger to the public shall not be permitted.
- Highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay etc) shall be undertaken or erected without the consent of the Governing Body.
- No unauthorised heating appliances shall be used on the premises.
- All electrical equipment brought into the building should be PAT (portable appliance testing) tested

- At the start of any event, direction to any exits and meeting points should be given to attendees.
- A risk assessment will be provided along with this policy/agreement and must be read and adhered to at all times during the hire, see Appendix 1

9. Supervision

The hirer and persons in charge or on duty must inform attendees of the procedure for evacuation of the premises and shall be familiar with the fire-fighting equipment available, if applicable.

10. Intoxicating Liquor

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission of the Governing Body, whose written consent must also be obtained prior to seeking any Occasional Licence or Permission for the sale of alcoholic liquor.

11. Betting, Gaming and Lotteries

Nothing shall be done on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

12. Other Licences and Permissions

Permission or licence must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher of any public performance of music, musicals, opera or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

It is the responsibility of any user that uses recorded music in its activities to check if it requires a licence from Phonographic Performance Ltd (PPL) and, if so, to obtain one.

Any user performing live music is responsible for checking whether a Performing Rights Society (PRS) licence is required.

Public music, singing and dancing can only take place on premises that have an entertainment licence that the hirer must obtain from Milton Keynes Council.

13. Storage

The School do not have facilities to be able to store equipment for hirers. However, we may be able to accommodate overnight storage of goods and equipment brought to the School for a particular function or event, prior authorisation for this must be sought from the Site Manager.

14. Loss of Property

The Governing Body cannot accept responsibility for damage to, or the loss or theft of, hirers' property and effects.

15. Car Parking - School car park

Cars to use designated car park spaces. Cars shall not be parked in such a manner that they cause any obstruction. In particular, the hirer must ensure that access to the school (via blue gates) by emergency vehicles is not obstructed or delayed. The Governing Body cannot accept any responsibility for damage, loss or theft to cars whilst on school premises.

16. Nuisance

- Litter shall not be left in or about the school premises.
- Except in the case of trained dogs for medical reasons, animals shall not be permitted on the school premises.
- Hirers and organisers of events on the School premises are responsible for ensuring that the noise level of their function does not interfere with other activities within the building nor cause inconvenience for the occupiers of neighbouring houses and property.

17. Care of the Premises

Premises are let as they stand and no alterations or additions shall be made to lighting, heating, seating, gangway, fittings, fixtures or other arrangements of the accommodation except with the express permission of the Governing Body, or the Headteacher acting on its behalf, and in writing.

Any specific requirements, e.g. seating must be requested in the application. Additional costs incurred by the school as a result are to be paid for by the hirer.

The hall floors are used by children for physical education, therefore, no substances are to be applied to floors e.g. to prepare them for dancing or any other activity. No footwear that can damage floors to be worn in the school buildings.

School will ensure that all surfaces, floors, tables and chairs have all been thoroughly cleaned prior to the hire. It is the hirers responsibility to ensure that all surfaces have been cleaned at the end of the hire session including any tables and chairs that have been used.

18. Caretaking

The charges levied include the cost of the Site Manager/Caretaker or responsible person for the building.

The School must be left tidy after use. Should the premises require more than half an hour cleaning/caretaking time after the letting, hirers will be subject to an additional charge to cover the full extra cost. This will be deducted from the holding/breakages deposit.

The hirer shall accept full responsibility to reimburse the Governing Body for any additional staffing costs where costs are incurred in reinstating grounds or reinstating, repairing or replacing any part of the accommodation or any property in or upon the accommodation which is damaged, destroyed, stolen or removed during the letting. The hirer shall undertake to accept as final and conclusive the decision of the Governing Body as to the fact of any such loss, injury, or destruction and as to the amount of such expenses.

19. Indemnity and Insurance – mainly applying to block bookings

Lettings are made on the understanding that the Governing Body are indemnified by the hirer against any loss, damage, costs and expenses during the use of the school premises by the hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the school staff or/and the Governing Body.

The hirer shall insure with a reputable insurance office against such funds as the hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents or any person resorting to the premises by reason of the use of the premises by the hirer.

The insurance cover shall provide a limit of indemnity of not less than £2,000,000 in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the hire of the premises.

The hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the Headteacher or Governing Body.

The hirer must ensure such fire, health and safety and other precautions as are required by the Governing Body are properly implemented and observed. The hirer

must report any accidents occurring during a letting to the Site Manager as soon as possible.

20. Election and Parish Council Meetings

In accordance with the Local Government Act 1972, school premises must be made available for Local, National Parliamentary and European Parliamentary elections and to meetings of parish councillors if required.

Charges made in these circumstances may only relate to costs incurred by the letting in respect of heat, light, caretaking and cleaning costs.

21. Safeguarding

When a hirer hires school premises outside of school hours it is their responsibility for ensuring that safeguarding measures are in place. If an incident occurs, it is the responsibility of the hirer, not the School, however the Headteacher must be notified as soon as possible

Should the hirer be in contact with school children, during school hours, they must provide an enhanced DBS certificate, any visitors of the hirer would need to be escorted at all times. If the hire is weekends or evenings then no DBS will be required.

22. Cancellations

The school reserve the right to cancel any hiring with a maximum of 7 days notice. A full refund will be issued if we do cancel a hire. The school shall not be liable for any indirect or consequential losses, including (without limitations) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

The Governors will not accept any responsibility for any loss, or other expenses howsoever incurred by the hirer, in the event of a cancellation by the Governing Body of the letting as a result of circumstances beyond its control (including without prejudice to the generality of the same industrial action by its employees, or others, oil shortage, failure of electricity/gas supply, Covid-19 restrictions). The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the hirer.

Standard Condition of Hire of the School Premises

1. The hirer shall ensure that the general rules governing the use of the school, as supplied, are complied with.
2. The hirer shall, on making the booking, inform the school of his/her intentions as to the provision of, and shall be responsible for, any extra charges thereby incurred, and for meeting all statutory requirements.
3. The hirer shall, during the period of hiring, be responsible for the protection of the fabric and contents, proper supervision of car parking arrangements so as to avoid obstruction of the highway, safety from damage howsoever caused of the premises and contents, and the behaviour of all persons using the premises whatever their capacity.
4. The hirer shall be responsible for obtaining any licenses necessary in connection with the booking. The hirer should confirm with the school the licenses it holds.
5. The hirer shall be responsible prior to hiring for arranging a policy of insurance against any third party claims which may lie against his/her organisation whilst using the school premises. (The school is insured against any claims arising out of its own negligence).
6. The hirer shall be responsible for the observance of all regulations relating to the premises stipulated by the Licensing Justices, the Fire Authority (in accordance with Rule 5 and 6), the Local Authority and all statutory requirements.
7. The hirer shall not sub-let the premises or use the premises for any unlawful purpose or in any unlawful way nor do anything or bring on to the premises anything which may endanger the premises, their users, or in any way invalidate the insurance policies relating thereto.
8. The hirer shall comply with the smoke free legislation. There is to be no smoking or vaping on any part of the property, either inside or outside. Should you wish to smoke or vape please do so away from the school site.
9. The hirer shall indemnify the school Governing Body for the cost of repair of any damage done to any part of the property including up to the boundaries or the contents of the building during or as a result of a booking.
10. The hirer shall not partake in any unlawful discriminatory activities.
11. The Governors will not accept any responsibility for any loss, or other expenses howsoever incurred by the hirer, in the event of a cancellation by the Governing Body of the letting as a result of circumstances beyond its control (including without prejudice to the generality of the same industrial action by its employees, or others, oil shortage, failure of electricity/gas supply, Covid-19 restrictions). The

decision of the Governing Body as to whether a letting should be cancelled shall be binding on the hirer.

12. The Governing Body accept no responsibility for loss or damage to any goods, materials, clothing, etc. brought into or left on the school premises or within the boundaries of the site.

Agreement for Hiring of:

Hall, kitchen and toilets – Yes / No

Classroom(s) – Yes / No

Outside area(s) – Yes / No

Door fob, gate remote, gate isolation key - Yes / No

To:

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Casual Hirer - Yes / No

Date of hire

Hours of hire

Cost of hire

Holding/breakage deposit

Block Booking Hire - Yes / No

Three month booking starting on until, at £....., per hour, or part of.

Holding/breakage deposit

Hours of hire

Booking to be reviewed no later than

Monthly invoice to be paid 1st monthly, this will be sent via the school Bursar.

Evidence of valid insurance, if applicable, to be provided.

Evidence of DBS, if applicable, to be provided.

I agree to the terms and conditions of Portfields Primary School Lettings Policy:

Name

Signed

Date

Appendix 1;



PORTFIELDS PRIMARY SCHOOL RISK ASSESSMENT

AREA ASSESSED: CAR PARK, ACCESS GATES, LAGONDA HALL, BISTRO KITCHEN.

NAME OF PERSON COMPLETING THE RISK ASSESSMENT: DAN WELFORD (Site Manager)

PERSONS AFFECTED BY THIS RISK ASSESSMENT: ALL STAFF/CHILDREN/VISITORS

Remember that when you are completing risk assessments you should consider risk under 3 separate headings: general risks, risks that are specific to the activity or an individual and the continuous assessment of risks which might change during the course of the activity.

SUMMARY OF RISK	Likelihood High = 5 Low = 1	Impact High = 5 Low = 1	Risk score $L \times I =$	Control measures to be put in place e.g. supervision, training, clothing, information etc.	Risk score now	ANY FURTHER ACTIONS REQUIRED
Car Park – Potholes, loose ground, slips/trips ,theft, vandalism	3	5	3x5=15	Cars must be parked in marked bays. Suitable footwear should be worn Cars should be locked and all valuables kept out of sight Car park to be lit by external flood lights during winter months CT/SM will arrange any major/minor repairs when required CT/SM check weekly for any change in condition of surface	1x5=5	Hirer to be made aware of Risk Assessment before date of hire. No responsibility will be taken by Portfields Primary School for damage/vandalism to any vehicles parked on site
Car park gates - slip/trip, cuts, bruises, sprains/trapping	4	4	4x4=16	Car park gates electric with access via remote/fob. SM to make sure gates open smoothly and servicing is up to date.	2x2=4	Blue access gate and pedestrian gate to remain closed at all times for security reasons

SUMMARY OF RISK	Likelihood High = 5 Low = 1	Impact High = 5 Low = 1	Risk score L x I =	Control measures to be put in place e.g. supervision, training, clothing, information etc.	Risk score now	ANY FURTHER ACTIONS REQUIRED
Blue access gate to school grounds - slip/trip/trapping Pedestrian gate - trapping/slip/trip, bruises, cuts				Key provided to hold open gates for access (this must be returned at the end of letting), make sure gates are closed after entrance. Gates fitted with photocells to avoid any crushing accidents. Pedestrian gate is fitted with slow closer and door access system. In the event of a medical emergency there is a Defibrillator located on external wall opposite the Co-op with access available via 999		
Lagonda Hall- slips/trips,cuts, sprains/sprains, gym equipment	5	5	5x5=25	All school owned gym equipment to be tidied away prior to hall hire No school gym equipment to be used by hirer, including wall bars. All school gym equipment is serviced annually by Universal Services. Any defects noted removed at time and then replaced. All floor areas cleaned with scrubber dryer daily. Wet floor signs provided in the event of any spillage.	1x3=3	Any lighting or maintenance issues to be reported to the School on return of the door fob In the event of an emergency i.e. Fire/intruders 999 should be called and Site Manager contacted immediately

SUMMARY OF RISK	Likelihood High = 5 Low = 1	Impact High = 5 Low = 1	Risk score L x I =	Control measures to be put in place e.g. supervision, training, clothing, information etc.	Risk score now	ANY FURTHER ACTIONS REQUIRED
				Children to be supervised at all times. In the event of a medical emergency there is a Defibrillator located on external wall opposite the Co-op with access available via 999		
Bistro- cuts, bruises, fire, slips / trips	3	5	3x5=15	No cooking facilities to be used at all. Fire Risk Assessment completed for Bistro as part of whole school and recommendations completed Wet floor signs provided in the event of spillage. All sockets for cookers to be switched off before hire. Any knives or sharp cutlery utensils to be stored away properly. Children to be supervised at all times in the kitchen. In the event of a medical emergency Defibrillator located on external wall opposite the Co-op with access available via 999	1x5=5	

SUMMARY OF RISK	Likelihood High = 5 Low = 1	Impact High = 5 Low = 1	Risk score L x I =	Control measures to be put in place e.g. supervision, training, clothing, information etc.	Risk score now	ANY FURTHER ACTIONS REQUIRED
School field - slips/trips, sprains/breaks, cuts, fouling	5	5	25	<p>Access to field via blue gate with coded lock.</p> <p>All visitors to follow site rules.</p> <p>No smoking/vaping anywhere on school grounds.</p> <p>No dogs allowed except those trained for medical reasons, any fouling to be removed in appropriate bags and taken away by the owner.</p> <p>All rubbish to be removed by hirer.</p> <p>Line marking to be completed by school contractor.</p> <p>Gym equipment/trim trails are not be used during letting.</p> <p>Field to be checked for fox/bird/rabbit fouling weekly by CT and removed if needed.</p> <p>Field to be checked for any holes /dangerous areas weekly by CT.</p> <p>Blue gates access available, at all times, in the event of emergency services required.</p> <p>In the event of a medical emergency there is a Defibrillator located on external wall opposite the Co-op with access available via 999</p>	3x3=9	Hirer to inform SM immediately if any safety issues/injuries occur during letting

ASSESSMENT DATE: 10/10/2022

SIGNED: DAN WELFORD

REVIEW DATE: 10/10/2024