



The John Roan School
The best in everyone™
Part of United Learning

LETTINGS POLICY

Date: January 2023
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CONTENTS

1. Introduction
2. Conditions of Booking
3. Scale of Charges For Lettings
4. Booking Procedures
5. Cancellation Procedures
6. Complaints Procedures
7. Appeals Procedure
8. Application Form
9. Use of Facility Certificate

INTRODUCTION

The Governing Body of The John Roan School is keen to see that the premises are used for the benefit of the whole local community. The education of children is the prime purpose of our School; however we believe education is a life- long process, which should be open and accessible to all. This handbook outlines the policy of the school with regard to letting. It sets out the facilities available, the charges and the responsibilities of the Governors and the users when the premises are hired.

The use of our premises is under the control of the Governing Body of our School (section 40 School Standards and Framework Act 1998 schedule 13).

In deciding whether or not to let our premises, the Governing Body will also have regard to the likelihood of any damage being caused to the premises, or neighbouring premises, and any nuisance that may arise, as a result of accepting the booking.

We will consider letting to any group able to comply with the terms and conditions outlined in this policy. These terms and conditions are clearly stated in the Conditions of Booking document, which will be sent out with all application forms.

The final decision on compliance lies with the Governing Body (subject to any directions given by the local education authority and any requirements of an enactment other than the SSFA 1998 or regulations made under it.)

CONDITION OF BOOKING

1. Application Forms are available on request via email:

Please allow 10 days' notice prior to the proposed event for processing your application. **It must not be assumed that an application has been granted until confirmation is received from the Booking Administrator.**

2. Use of School Premises will be granted at the discretion of the Governing Body of The John Roan School provided that the use does not interfere with the School's requirements for educational purposes and that the stated objectives of the user are acceptable to the School.

Any event deemed to bring the School's name into disrepute can be cancelled at any time by the School.

3. Election Meetings

Elections or referenda will take priority over all requests for the use of School premises during European, National and Local Government Election periods but the use of rooms by candidates will additionally be subject to any directions issued by the Local Authority (SSFA 1998 Schedule13).

4. Use of Kitchen/Catering Facilities

The use of kitchen facilities and services may incur additional charges and will only be permitted by the Catering Manager under prior arrangement.

5. Cancellation

Please see Cancellation section.

6. Areas of Use

Activities must be confined to the times and areas of the School which have been approved and all areas used should be left as found.

7. Reporting of Accidents/Incidents

The user is responsible for any damage to the School's property as a direct result of the event taking place and for the conduct of the members of the organisation/club during the period of use. Repairs required as a result of wilful damage by members will be charged to the user. The School will accept no liability for accidents on the premises. Damage to property and injury to persons during the time of use should be notified immediately to the FM Team or Cluster Facilities Manager as soon as possible.

8. Public Liability

The School will accept no liability for injury, loss, or damage suffered on the premises except in so far as the aforementioned was caused by the School's negligence. It should be noted that the School's Public Liability Insurance Policy does not extend to cover the liability of those who hire the premises. **It is recommended that the user secures Public Liability Insurance. If in any doubt as to whether PL cover is required separately, please liaise with the Cluster Facilities Manager.**

9. Personal Property

The School will not be liable for any damage, injury or loss of property brought to or left in the School or School car parks by persons using the premises.

10. Uncontrolled Hazards

The Cluster Facilities Manager will be responsible for informing the user of any uncontrolled hazards, which may pose a risk to the members of any group using the School, and which may not be readily identifiable by the user (e.g. damaged flooring, blocked access routes or other hazards, which may be of a temporary nature due to construction works etc).

11.Safeguarding

If a particular, letting involves contact with children and young people it will be necessary to undergo an enhanced DBS check. It is the responsibility of the Hirer, as advised by the Principal or Chair of the Governors, to ensure that they have complied with this requirement and any relevant United Learning Trust requirements for working with children and young people. When there is a requirement for DBS checks on associated staff to be undertaken, the Hirer must keep appropriate records in line with current Safeguarding and Child Protection best practice and report to the School any safeguarding concerns that may arise.

Organisations involved in providing a regulated activity to a vulnerable adult must comply with the provisions of the Safeguarding Vulnerable Groups Act 2006 and ensure that all of its staff are DBS checked.

The Hirer will be required to provide evidence that DBS checks have been carried out on request. They will also be expected to show they have robust Safeguarding arrangements in place and that there is a named “designated person” for referring Child Protection and Safeguarding concerns. The policies and procedures related to Safeguarding and Child Protection should be robust enough to stand up to scrutiny in line with the expectations of the School.

The School expects all regulated childcare organizations to comply with the requirements of the Protection of Children Act (PoCA) and to refer names of those individuals who fulfill certain criteria making them unsuitable to work with children for possible inclusion in the PoCA List. It is also expected that when proposing to appoint someone to work with children, those organizations will check the name against the PoCA list. The Act applies to all regulated childcare organizations and all non-regulated organizations are also encouraged to comply with these requirements.

Hirers are required to protect the interests of the council in relation to fraud and corruption and ensure that they adhere to the principles of the Rehabilitation of Offenders Act 1974. This should include obtaining written details of their policy in relation to DBS checking and Rehabilitation of Ex-Offenders and, where appropriate, ensuring that the correct level of Disclosure has been obtained. Reference to this responsibility must be written in to any contract undertaken.

12. Health & Safety

The user shall appoint a competent and responsible person who shall be present and in charge during the period of use, and an adequate number of competent persons for supervisory duties who shall take appropriate action to safeguard the health and safety of all participants and to prevent any form of damage to the premises or any misuse of the facilities granted by the School. Efficient door control must be maintained at all doorways leading to and from the premises to ensure that free egress by the various exits is maintained during the period of use. **The person in charge will be responsible for completing and signing any attendance log.**

Hirers must take all reasonable steps to prevent injury, loss or damage to persons or property for the duration of the let.

Hirers are responsible for arranging any first aid provision for members of their organisation.

13. Evacuation

The person in charge must acquaint themselves, and everyone in their care, with the Fire Procedures and the position and use of fire appliances and Fire Exits. Details can normally be obtained from the Site Staff on duty. Persons in charge should be aware of the location of the nearest telephone in case the School telephone is not immediately available. **It is the responsibility of the organiser to arrange for First Aid Facilities / Personnel throughout the duration of the event.**

14. Electrical Equipment

Portable electrical equipment may only be used in School premises if it has been PAT tested to ensure that it has no electrical defects that could constitute a safety hazard. It should be noted that this may be audited at any time during the let period.

15. Use of School Equipment

The use of School equipment (e.g. pianos, gym equipment, PC equipment, OHP, screens, flip charts etc.) is **NOT** included with the accommodation booked. **Separate permission for the use of such equipment must be obtained prior to hire, if applicable/available.**

16. Footwear and Clothing

All users should ensure that the correct clothing and footwear are worn for specific activities. Indoor non-marking soles and, for outdoor activities, appropriate outdoor studded boots and track shoes are mandatory. Cultural differences and the specific needs of disabled people will be respected.

17. Smoking Policy

Smoking is not allowed in any part of the school. The policy has been introduced in response to significant developments around the health of employees at work and guidance from the Health & Safety Executive about providing a smoke free environment for non-smokers. No staff, visitors or clients will be allowed to smoke within any Education and Children's Services premises. Failure to comply with the law is a criminal offence. Individuals may be fined a fixed penalty of £50 for smoking in no smoking premises.

The user or person in control of any group using no smoking premises could also be fined a fixed penalty of £200 for allowing others to smoke in no smoking premises, which will be added to the final invoice.

18. Licences

The user shall be responsible for securing any permits required for the performances of copyright work. The school will not be liable for any damages and expenses claimed by any person or company as a consequence of the performance of copyright work for which the user did not obtain a license from the Performing Rights Society or any other appropriate licensing body.

19. Photography

The use of cameras, videos and other equipment with the capacity to photograph is allowable provided the person responsible for the let has obtained any necessary permission, i.e. from parents of children or persons being photographed. It should be noted that this may be audited at any time during the let period.

21. Alcoholic Beverages

Subject to the conditions imposed by the school, alcohol may, on certain occasions, be served, **NOT SOLD**, in School premises. The applicant should contact The Cluster Facilities Manager to discuss requirements and the Council's Licensing Section to discuss the need for a licence.

22. The School shall provide normal heating, lighting and ventilation. Any incidental expenses incurred shall be met by the user. ***An additional charge will be levied if the facilities are not left clean and in good order.***

23. The Hirer is responsible for leaving the premises hired in a clean, neat and tidy condition and must place any waste in our area allocated in the park car.

24. The Hirer is responsible for ensuring the number of people on site during the period of hire does not exceed the number given on the Application for Hire Form.

25. The Hirer agrees to pay *the school the cost of repairs or making good any loss or damage arising out of or incidental to the hiring.*

26. When classrooms are hired, the Hirer is responsible for ensuring pupils property, work or equipment is not interfered with in any way.

27. The School reserves the right to cancel any approved application in exceptional circumstances. The maximum advance notice practicable will be given.

28. Failure to observe these Conditions may result in the withdrawal of the booking. In these circumstances, any charges already paid will be forfeited.

Scale of Charges (except for Candidate Election Meetings)

| AREA | COST PER HOUR | | | | |
|---------------------------|----------------------|---------------------|--------------------------|-------------------|------------------------|
| | WEEKDAYS 6PM-10PM | SATURDAY 8AM-6PM | SATURDAY 6PM- 10PM | SUNDAY 8AM-6PM | SUNDAY 6PM- 10PM |
| DANCE STUDIO | £18.25 | £25.00 | £28.50 | £22.50 | £28.50 |
| SPORTS HALL * | £30.00 | £40.00 | £50.00 | £40.00 | £50.00 |
| CLASSROOMS | £12.50 | £16.50 | £16.50 | £16.50 | £16.50 |
| CONFERENCE ROOM | £12.50 | £16.50 | £16.50 | £16.50 | £16.50 |
| ASSEMBLY HALL/DINING HALL | £80.00 | £100.00 | £150.00 | £100.00 | £150.00 |
| ASSEMBLY HALL | £65.00 | £85.00 | £100.00 | £85.00 | £100.00 |
| DINING HALL | £35.00 | £35.00 | £65.00 | £35.00 | £65.00 |
| DRAMA STUDIO ** | £12.50 | £16.50 | £16.50 | £16.50 | £16.50 |

*NO EQUIPMENT PROVIDED

**DOES NOT INCLUDE LIGHT SYSTEM OR SOUND SYSTEMS

BOOKING PROCEDURES

1. Applicants should fill in an application/booking form and email to the School, for the attention of **The Cluster Facilities Manager**.
2. The person signing the application form (then known as “the Hirer”) is responsible for all aspects of the let.
3. By signing the application form, the person signing is acknowledging and agreeing to adhere to all aspects and conditions of our school’s lettings policy.
4. A signed application does not guarantee the booking will be granted.
5. Where the application for a let is accepted, the applicant will be sent a letter provisionally confirming the let and an invoice to cover the cost of the let and any additional returnable deposit required.
6. The Hirer should then pay the booking invoice, in full, 28 days prior to the date of the let, and ensure that they receive a receipt of payment. This will then confirm the booking agreement. Any returnable deposit required (i.e. for special functions) must be paid immediately within 72 hours of the date the booking form was sent. Failure to pay the invoice and returnable deposit (where required) will result in the application for the let becoming void.
7. Where deposits are paid, the Hirer must ensure that he/she meets the representative of the school and signs for the conditions of the building on arrival. At the end of the hire period, the Hirer is responsible for agreeing and collecting the Site Certificate.
8. Where applicable, the Site Certificate should be presented to School at the main office, within 48 hours (72 hours if the let takes place at the weekend) after the let in order to claim back any refund. Failure to do so will mean that the deposit is not returnable.
9. Any requests for amendments to the booking must take place at least 14 days prior to the date of the let. The Hirer must not presume that any amendment will automatically be agreed. Confirmation of any amendments will be sent to the Hirer in writing.

CANCELLATIONS

1. The School must be notified of any cancellation at least 2 weeks prior to the date of let. However, notification at the earliest possible time is appreciated.
2. Where notification is given to the school at least 2 weeks prior to the date of the let, the booking charge will be refunded in full apart from the set administration charge of £30. Your custom will be welcomed again at any time in the future.
3. Where notification is given to the school less than 2 weeks prior to the arranged date of the let, the Hirer will be entitled to a 50% refund only, and no refund less than 48 hours except in exceptional circumstances.
4. Where a cancellation is made by the School, the Hirer will be entitled to a full refund. The Cluster Facilities Manager will endeavour to notify the Hirer at the earliest possible moment; however, no guaranteed period of notice can be offered. Regardless of when notification is given to the Hirer, the Hirer will not be entitled to any compensation.

Please note:

- a. The above conditions apply for cancellation of total or part of a booking.
- b. Where the Hirer makes a permanent cancellation during the course of a letting agreement, the Hirer will receive a refund for any outstanding sessions, but no compensation will be available. The administration charge will still stand.

COMPLAINTS PROCEDURES

1. What if the School has a complaint about our group/organisation?

If the School has concerns about a let, the following procedures will be followed: -

1. A representative of the school will verbally raise the concern with the named Hirer.
2. The situation will be monitored for two sessions to allow the issues to be addressed.
3. If the situation remains unresolved, the Hirer will receive written notification of the concern and a further two sessions will be given to allow the Hirer to address the situation.
4. If the matter remains unresolved, the Hirer will receive formal written notice of termination of the booking agreement. This will be implemented 72 hours from the date of the letter of notification.

Please Note: If the Hirer blatantly breaks the conditions of usage, the let can still be terminated immediately.

2. What if I, as the Hirer, have a complaint about my let or booking agreement?

If you as the Hirer have a complaint or concern regarding your let, the following procedures should be followed: -

1. Talk to the named representative of the school and discuss the problem. Allow 5 working days for the situation to be resolved.
2. If still unresolved, the Hirer should notify the Headteacher in writing and allow 5 working days for the situation to be resolved.
3. If still unresolved, the matter will be placed on the agenda of the next appropriate committee of the Governing Body. (If the concern needs urgent attention, a special meeting of this group will be convened.)
4. If still unresolved, the matter will be taken to the next full Governing Body meeting and the Hirer will receive a written response from the Chair of Governors detailing the outcome.

3. What if a third party complains?

1. If the School receive a complaint from a third party, the Governing Body will be notified of the complaint.
2. The matter will be investigated by a representative of the Governing Body and a written response will be sent to the complainant within 10 working days.
3. If any further correspondence is received, the matter will be placed on the agenda of the next appropriate Governing Body committee. A final response will then be sent by the Chair of the Governing Body explaining the final outcome.

APPEALS PROCEDURE

1. If a Hirer has a letting agreement withdrawn, they have a right to appeal to the Governing Body.
2. The appeal should be made in writing to the school and will be presented at the next full meeting of the Governing Body.
3. The Hirer will be informed of any action and/or decision taken by the Governing Body.
4. The Governing Body's decision is final.

Application for Hire of Premises

BASIC DETAILS

| | |
|-------|-------|
| DATE: | NAME: |
|-------|-------|

ORGANISATION:

PLEASE STATE BRIEFLY THE AIMS OF YOUR ORGANISATION

ACCOMMODATION REQUIRED (HALL, CLASSROOM ETC)

CONTACT DETAILS

ADDRESS

| | |
|----------|------------------|
| POSTCODE | TELEPHONE NUMBER |
|----------|------------------|

EMAIL ADDRESS

DATES OF HIRE (IN THE CASE OF BLOCK BOOKINGS ALL DATES REQUIRED MUST BE STATED)

| | |
|---------------|-----------------|
| NO. OF PEOPLE | NO. OF SESSIONS |
|---------------|-----------------|

BETWEEN WHAT HOURS WILL THE ACCOMMODATION BE REQUIRED? (INCLUDING PREPARATION TIME)

FOR WHAT PURPOSE WILL THE ACCOMMODATION BE USED? (ALL PROPOSED ACTIVITIES MUST BE STATED)

WILL SCHOOL EQUIPMENT BE REQUIRED? PLEASE SPECIFY
IS AN ELECTRIC POINT REQUIRED?
IF SO, PLEASE GIVE DETAILS OF APPARATUS TO BE USED.

CATERING

| | |
|---|--------|
| CATERING FACILITIES? (PLEASE REQUEST ADDITIONAL INFORMATION) | YES/NO |
|---|--------|

METHOD OF PAYMENT (PLEASE INDICATE IN SPACE PROVIDED)
CHEQUE (MADE PAYABLE TO THE JOHN ROAN)
BACS PAYMENT (DETAILS ON REQUEST)

| AREA | COST PER HOUR | | | | |
|---------------------------|----------------------|---------------------|----------------------|-----------------------|------------------------|
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| ASSEMBLY HALL | £65.00 | £85.00 | £100.00 | £85.00 | £100.00 |
| DINING HALL | £35.00 | £35.00 | £65.00 | £35.00 | £65.00 |
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**DOES NOT INCLUDE LIGHT SYSTEM OR SOUND SYSTEM

To the Cluster Facilities Manager of The John Roan School

I _____ (please print)

of _____ Organisation

Being over the age of 18 years, hereby apply for permission for the above stated Organisation to use the school premises as stated overleaf. I understand that if permission is granted, it will be subject to all conditions of usage within the school's letting policy. I have read this lettings policy and understand that the permission to use the premises will only be effective provided the conditions and regulations stated in the letting policy are adhered to.

I, on behalf of my Organisation, hereby agree to follow all conditions of the school's letting policy should permission be granted to use the School premises. I understand the school, through the Council, maintain a Policy of Insurance in respect of the use of the above accommodation which, subject to its terms and conditions, will indemnify the applicants against liability at law and claimant's costs and expenses in respect of:

1. Death of or bodily injury to or illness of any person (fatal or otherwise) or damage to property other than property belonging to the Council to a limit of £1,000,000 in respect of any one accident.
2. Damage to any property belonging to the Council to a limit of £25,000 in respect of any one incident, with an excess of the first £50 of any loss or damage in respect of each hiring.

I understand I must give immediate notice in writing, to the Facilities Manager, of any accident, damage or proceedings and no repudiation of liability negotiation or admission of liability shall be made to any Third Party.

I, on behalf of my Organisation, agree to indemnify and keep indemnified the School from and against all loss, damage, costs, claims, demands, expenses or charges which the School may sustain or incur in respect of any matter arising out the use of the School premises or the conditions relating thereto insofar as the same are not covered by the said or any other policy of insurance effected by the School or the obligation to give notice of any accident, damage, or proceedings as aforesaid is not fulfilled by us and to pay to The John Roan School on demand, all such sums as may be payable by reason of this indemnity.

Signature of Applicant (Mr, Ms, Mrs) _____

Occupation _____

I understand it is my responsibility, on behalf of my organisation, to ensure that any area of the school premises used in the course of the letting is left in the condition in which it is found. I must also ensure that my organisation leave the premises at the time stated and agreed on the booking form.

Address _____

Telephone No. (if any) Home _____ Work _____

Date _____

***Use of Facility Certificate: Commencement of Hire**

| | | | | | |
|-------------------------|--|--------------|--|-------------|--|
| Reference Number | | Hirer | | Date | |
|-------------------------|--|--------------|--|-------------|--|

| | | | | | |
|-----------------|--|----------------|--|-----------------|--|
| Location | | Time In | | Time Out | |
|-----------------|--|----------------|--|-----------------|--|

| | | | |
|---|--|--------------------------|--|
| Set up required (numbers/type) | | Catering required | |
|---|--|--------------------------|--|

| | | | |
|--------------------------------------|--|--|--|
| School Equipment Required | | Hirers Equipment Being Used | |
|--------------------------------------|--|--|--|

We have agreed that the condition and set up of the area is acceptable on taking charge of the hired area.

Hirer: Signature:

SITE Supervisor: Signature:

Date: Time:

We have agreed that the condition **is/is not acceptable* compared to that on taking charge of the hired area. (* Please delete as necessary)

We are agreed that the Site Supervisor **was/was not/will be required to spend extra time on duty.* (* Please delete as necessary)

Estimated time required:

However, should the time exceed this, the Hirer will be advised at the earliest possible opportunity.

Hirer Signature:

Site Supervisor Signature: Time:

****Certificate to be completed at commencement of hire, by the school site representative with the hirer***