



LETTINGS & TERMS AND CONDITIONS OF USE POLICY

The purpose of this document is to state the school's policies and regulations for the use of School premises by third parties.

PART 1: LETTING POLICY Kingshill Church School Policy

1. SCHOOL AIMS AND VALUES

Kingshill Church School aims to be a valued integral part of the community. We want to make our premises available to responsible people of all ages to participate in educational, Christian, recreational and social activities.

2. AIM of LETTING POLICY

- To allow responsible groups and individuals to use school premises without disrupting the activities of the school
- To ensure that all letting is in accordance with the Church Foundation of the school.
- Where disruption or damage occurs, the school and those associated with it are fully protected and measures are in place to ensure the school can still function with the minimum disruption and no cost to the school or the Bath & Wells Multi Academy Trust.

3. CONDITIONS

The conditions of letting are detailed in PART 2 of the document.

4. CHARGES (from Sep 16) (To be reviewed annually)

Adult use of the hall will be charged at **£23** per hour or part thereof.

Children, Youth Groups and non-profit making organisations will be charged at **£16.00** per hour or part thereof. All lettings will normally be for a minimum of two hours.

Other rooms and facilities – price on application.

Charges for storage within the school premises – price to be agreed by negotiation.

5. LETTINGS PROCEDURE

5.1. Applications must initially be made to the School Business Manager who will: -

- Record the application in writing
- Seek approval from Headteacher.
- Send out application pack (see appendix 1)
- Confirm booking in writing.

PART 2: TERMS & CONDITIONS OF USE

1. PREMISES TO BE LET

- The precise premises to be let must be clearly understood and agreed at the time of application.
- The hirer shall not use other areas of the premises.
- The hirer will only store equipment on the school premises with prior consent from the Head teacher. This may incur a charge.
- If cleaning is required this must be organised with the school direct.
- The school reserves the right to cancel the let if the building is needed for any reasonable purpose.
- The school reserves the right to require the hirer to use alternative areas if requested due to any reasonable purpose

2. CAR PARKING

- Permission to park on the premises shall be limited to the spaces indicated and hirers must be aware that the school may need other spaces to undertake its normal operations.
- The car park shall not be used by commercial or trade vehicles save for the carrying of the hirer's property for use in school buildings or for the carriage of people. The use of mobile catering or ice cream vans is strictly prohibited except for school fund raising activities at the discretion of the Headteacher.

3. VACATING THE PREMISES

- The hirer only has the right to be on the premises, including car parks, during the agreed times.
- If the hirer has not vacated the premises then a pro-rata increase in the rental fee may apply, or the additional costs whichever is the greater.
- All property belonging to the hirer shall be removed from the school premises at the end of the let.
- The school does not accept responsibility or liability for any property left on the premises and the hirer remains liable for any damage they may cause to the premises until they are removed.

4. FACILITIES

- Any equipment must be specified on the form and shall be agreed in writing by the school.
- No school computing equipment shall be used without prior approval.
- No alteration or addition of any kind shall be made to the fabric of the building, including electrical installation or decoration. Items may only be affixed to school property with prior approval, which will not usually be given.

5. CONSIDERATION

- The hirer shall pay in advance of each let with a cheque or money order made payable to 'Bath and Wells Multi-Academy Trust' and not to any individual or third party unless agreed in writing by the head teacher.
- Cash is not acceptable.
- A receipt must be obtained.

6. PROHIBITIONS

- Neither the school nor its grounds may be used for public buying and selling on Sundays.
- No tobacco or alcohol or illegal substances are to be kept, supplied, sold or consumed on the premises save for alcohol that forms part of a meal or as a prize in a raffle or similar fund raising event with the prior written approval of the head teacher. The hirer indemnifies the school, its governors and the MAT against all liabilities and losses arising from breach of this rule.
- The hirer shall ensure that no abuse of legal or illegal substances occurs on school premises during his let, or until the premises is vacated, which ever is later.
- No betting, gambling or games of chance are allowed anywhere on the premises. The sole exception being small lotteries further details are obtainable.

- No activity or behaviour is permitted that might in any way damage the reputation of the school or which contravenes any legal requirements, guidelines or statements of best practice whether local, national or European.
- No person under the age of 18 may be left unsupervised on the premises

7. **SAFETY**

- The hirer shall at all times have a nominated person responsible for all activities being undertaken by them. That person must be aware of all emergency exits and ensure that all others in attendance are also so aware.
- Should the Fire Alarm sound hirers shall leave the premises by the appropriate exit and summon the fire brigade.
- Where audio, video or other electrical equipment is brought onto the premises it must be in sound working condition and safe in every respect- i.e. PAT tested.
- Portable heaters shall not be brought on to the premises.
- Hirers must be aware of the school's asbestos register
- Copyright and performance rights licences must be obtained by the hirer.
- All refuse arising from use of the premises must be removed and the premises cleaned. Where the school has to dispose of items the hirer will be expected to make full payment including labour costs, overheads and landfill tax at the appropriate rate.
- Any accidents or incidents arising during or as a result of your use of the premises must be reported in the Lettings Accident/ Incident Book for Lettings which will be located outside the school office.
- Any damage to the buildings or their contents must be reported as soon as possible to the school. Hirers are advised that they will be responsible for the full cost of providing replacement accommodation or equipment so the school can undertake its function without disruption.
- The school does not accept any liability for damage to person or property unless caused by the school's negligence and even then only if the event was unforeseen and unavoidable.
- All users whether working with young people or not shall be made aware that young people may be on the premises during their usage and will be after it and the care and safety of young children is of paramount importance.
- The hirer must complete risk assessments prior to hiring the premises. Blank risk assessment forms are enclosed for completion and return.
- We recommend that all adults working for any organisation are aware and have read "Guidance for Safer Working Practice for Adults who work with Children and Young People" and that the hirer keep a signed register of this information.
- Hirers need to be aware that they must organise their own First Aid Cover. This is not provided by the school.

8. **INSURANCE**

- The hirer is required to indemnify the school, staff governors and MAT against all losses, damage, injury, whether or not physical including consequential losses and costs arising from the school not having access to buildings or equipment for all operating purposes including, but not necessarily exclusively, teaching, This is a substantial and expensive risk for which reason any hirer is are required to have adequate current insurance including Public Liability of not less than £5,000,000 (five million pounds) though this may be increased by prior written notification from the school.

9. **DEFINITIONS**

- School means Kingshill Church School, its Headteacher, employees, governors.
- MAT means Bath and Wells Multi Academy Trust
- Premises means the curtilage of the site known as Kingshill Church School together with all buildings, temporary or permanent, roads, car parks, footpaths and vegetation there on.
- School Property means all items belonging to the school, parent teachers association, employees, students or officers of the school, including governors whether owned by them or leased by or to them or in their charge.

- Headteacher means the Headteacher appointed by the governors or in his/her absence his/her deputy or person authorised to stand in her place.
- Where a gender is indicated the conditions shall be interpreted as if the reference were to either gender with equal emphasis.

10. **CANCELLATION/CHANGES TO THE AGREEMENT**

The School reserves the right to cancel or amend this Agreement should this become necessary. Any amendment shall be in writing and shall not give rise to a claim against the school for loss, financial or otherwise. The school is not responsible for circumstances beyond its control e.g.; flood, fire etc. No reimbursements will be made for closure due to events of this kind.

On some occasions it may be necessary to carry out essential unforeseen works on school premises, the school will endeavour to inform hirers in advance in this instance and provide as much notice as is possible.

11. **HIRE AGREEMENT APPLICATION – SEE ATTACHED FORM**

The hirer must complete

- Form 1 Lettings Application Form,
- Form 2 Risk Assessments,

If the letting involves participation of children and young people (0-18 yrs) then the hirer must also complete the following:

- Form 3 Safeguarding Declaration
- Form 4 (DBS checks)
- Form 5 Evidence of Child Protection Policy(to be verified by school)

A new lettings application form must be completed annually and returned to the Business Manager by 30 June. Each application form will apply to a financial year (1st September-31st August)

September 2017

Kingshill Church School
Form 1
Lettings Application Form
Financial Year 1 September () to 31 August()

APPLICATION DETAILS (to be completed by the applicant, please type or use ball point pen)						
Accommodation facilities required	Purpose of hire	Day of week	Dates required From To		Times required From To	
Do you wish the letting to continue during the School Holidays? YES/NO						

Name of Applicant: _____ Telephone No: _____

Full Postal Address: _____

Name of Organisation: _____

Is the organisation an approved youth organisation, and if so, who by?

- I personally agree to be responsible for the fees charged in respect of this letting, and I will observe the terms of the Lettings Policy (as attached).
- I have read the terms and conditions of use and agree to be bound by them. I have attached a copy of my current insurance certificate.
- I understand that this agreement is not valid until approved by the Governors and Headteacher, and payment has been received in the form of cleared or guaranteed funds.
- I understand that I am responsible for returning the premises in the condition it was handed over to me and that I am responsible for all damage and repairs arising from my hire.
- I have been made aware of the location of fire exits.

Signature of Applicant: _____ Date: _____

Please attach a copy of your current Public Liability Insurance Certificate in the sum of £5million. If you do not have such liability cover, this can be arranged through Bath & Wells Multi Academy Trust if you are charitable organisation or they can give advice.

APPROVAL DETAILS (to be completed by the School).

Signature of Business Manager/Headteacher: _____

Date: _____

Form 2

KINGSHILL CHURCH SCHOOL RISK ASSESSMENT

People at risk (✓):	Pupils	Staff	Parents	Parent helpers	Visitors	Members of Public
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Some Potential Hazards in this Risk Area	Estimated Risk Level			Some Useful Controls in this Risk Area
	Hig	Med.	Lo	

Supplementary Risk assessments if applicable (list below and copy in file)
1

Staff and pupils informed of risk assessment via all of the following means:	
Employees to report newly-identified hazards via:	Written notification to the Principal / School Safety Officer <i>(delete as appropriate; if 'other' please specify)</i>
Date:	Signed:
Employer:	

Form 2

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Date:	Signed:
Employer:	

Kingshill Church School
Form 3
Safeguarding Declaration to be completed by the organisation

Out of School Hours provision with children attending (Lettings Policy Appendix1)

Organisation Details

Name of Organisation _____

Address _____

Telephone number _____

Name of Organisation Leader _____

Address (if different) _____

Telephone number (if different) _____

Safeguarding Arrangements

1. Does the organisation currently have a Child Protection Policy? Yes / No

If yes, please provide a copy.

If no, a copy of the School Safeguarding Children in Education/Child Protection Policy is available for adoption for the letting period.

School Policy adopted Yes / No

2. Please supply Names, addresses and telephone numbers of leaders and any other adults working with children including their Disclosure Barring Service (DBS) (see attached Form A)

3. Have all adults been provided with basic safeguarding/ child protection training?

Yes / No

If no, please ensure that adults read the School Safeguarding Children in Education/Child Protection Policy

Declaration

I agree to keep a register of members in attendance at each session, and a central record of contact details for each member of the organisation.

I agree to ensure that all members in attendance are informed that they may only access the designated room(s)/area(s) and MUST NOT attempt to access any other areas.

I understand, where children or young people are present, that I must notify the school if there has been a change in adults attending and provide an updated Form A, and that failure to do so could result in a termination of the agreement.

I confirm that all safe guarding arrangements (as detailed above) have been addressed

I confirm that all the information provided by myself, or my organisation, in the form above is accurate.

Signed by organisation leader _____ date _____

Kingshill Church School (Lettings Policy)

FORM 4 DBS Declaration

LEADER

Name _____

Address _____

Telephone number _____

Has this person been DBS checked? Yes / No

Date DBS checked _____

Date the Leader last attended child protection training _____

Who was the training provider? _____

Other Adults

Name _____

Address _____

Telephone number _____

Has this person been DBS checked? Yes / No

Date DBS checked _____

Name _____

Address _____

Telephone number _____

Has this person been DBS checked? Yes / No

Date DBS checked _____

Name _____

Address _____

Telephone number _____

Has this person been DBS checked? Yes / No

Date DBS checked _____

Name _____

Address _____

Telephone number _____

Has this person been DBS checked? Yes / No

Date DBS checked _____

Name _____

Address _____

Telephone number _____

Has this person been DBS checked? Yes / No

Date DBS checked _____

Name _____

Address _____

Telephone number _____

Has this person been DBS checked? Yes / No

Date DBS checked _____

Name _____

Address _____

Telephone number _____

Has this person been DBS checked? Yes / No

Date DBS checked _____



**Kingshill Church School
Form 5 Child Protection Policy
Checklist of Minimum Requirements**

Name of Organisation:

Letting reference/project name:

Insert date that policy/evidence meeting the following statements was evidenced.

The policy:

States how the organisation will seek to keep children and young people safe

Identifies how to make a referral, who to contact both daytime and out of hours

Includes a statement about the importance of maintaining confidentiality

States the process for dealing with allegations against a member of the organisation

Details how training will be accessed and frequency of training

Includes a statement that all staff and/or volunteers attending have to have a Disclosure Barring Service (DBS), that all references have to be sought, before the member of staff/volunteer can work with children and young people

Only when all statements have been positively evidenced within the policy can it be signed off.

Name and signature of Headteacher or Designated Member of Staff completing checklist

Name _____ Job Title _____

Signature _____ Date _____