

## **WIMBLEDON PARK PRIMARY SCHOOL**

## **LETTINGS POLICY**

Approved by Governors Mar 2024

Next revision: Mar 2025

#### **INTRODUCTION**

The governing body of Wimbledon Park Primary School is keen to see that the premises of our school are used for the benefit of the local community and to generate additional income to support provision of education at the school.

This document outlines the policy of our school with regard to letting. It sets out the facilities available, the charges and the responsibilities of the governors and the users when the school premises are hired.

The use of our school premises at times other than during the school day is under the control of the governing body of our school. The governing body will not let the school premises to organisations whose purpose is, amongst other things, to encourage racial discrimination and/or disharmony between persons of different racial groups, or are otherwise involved in activities prejudicial to good race relations. The school will carry out an 'open source check' on all external organisations before approving lettings in line with the school's Prevent duty.

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.

In any event, the governing body reserves the right to require a reference before any booking is accepted or to refuse any booking. The final decision on lettings lies with the governing body and they have delegated day to day responsibility for this to the Headteacher and School Business Manager.

In the event of a clash or duplication, the following groups will be accorded priority when deciding who to let the premises to:

Staff
Parents at the school
Wider community

#### **DEFINITION OF A LETTING**

A letting may be defined as 'any use of the school premises by either a community group or a commercial organisation', regardless of whether a letting fee is charged. It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

#### **CHARGES FOR LETTINGS**

The governing body is responsible for setting the charges for the letting of the school premises, as set out in the approved scale of lettings charges. These are broken down into two categories, long-term recurring lets and occasional lets.

Free of Charge lets are given to the school's PTFA events. Other Free of Charge lets may be available to charitable/volunteer organisations, dependant on requirements, and at the discretion of the school and governing body.

All hirers must have appropriate and suitable public liability insurance either though their organisation/individual's own policy, by paying the letting fee, which is inclusive of a £5 premium to be covered under Merton council's School Insurance Scheme.

Long term regular lettings with their own insurance must always maintain this in place and promptly, within a week, provide copies of their valid insurance certificates for the school.

No club can run without appropriate public liability insurance in place and this may lead to the cancellation of clubs at very short notice.

#### PROCEDURES FOR LONG-TERM RECURRING LETS

Providers of ongoing and regular community, educational and children's services out of the school premises (e.g. breakfast club, farmers' market, extra-curricular clubs) are classed as long-term regular lettings.

Annually (typically in the summer term), the school and the organisation/individual making the long term letting will renew their individual letting agreement for the forthcoming academic year (Appendix D Annual letting agreement), which includes the agreed facilities let and charges, and incorporates the standard letting terms and conditions (Appendix A).

The offer of a proportion of free places which is in line with the overall levels of pupil premium children represented in the school is an expectation of all services provided for children at the school except for Scouts and music tutors, who are exempt.

Organisations/individuals making the long term letting providing activities as extra-curricular school clubs will have the Clubs Protocol (Appendix E) incorporated into their annual letting agreement, and each hirer member of staff will need to sign the school's Code of Conduct annually.

The school business manager and finance manager will be the school contacts for long term regular lettings and oversee the administration and liaison with providers. Providers interested in a long-term regular letting should make an initial enquiry by telephone or email with the school business manager (office@wimbledonpark.merton.sch.uk 020 8946 4925).

#### **SAFEGUARDING**

Organisations/individuals making the long term letting providing activities for children will also need to evidence robust safeguarding policies and procedures.

Organisations/individuals can opt for one of two routes to ensuring that robust safeguarding procedures are in place:

- To agree to operate under the school's safeguarding policies and procedures (including attending school safeguarding training, signing the school's code of conduct, and reading the school's safeguarding policy and latest version of Keeping Children Safe in Education Part 1 and Annex B
- To have in place their own organisation's safeguarding policies and procedures, that meet
  the expectations in the DfE guidance <u>Keeping children safe during clubs, tuition and
  activities</u> and <u>After-school clubs, community activities, and tuition Safeguarding guidance
  for providers</u>

The Organisations/individual's policies and procedures will include but not be limited to: the safer recruitment of any employees, DBS checks for staff and adult volunteers, having a designated lead for safeguarding, undergoing regular safeguarding training, have in place a code of conduct, and having an up to date child protection policy. Hirers are able to attend the school's annual safeguarding training if they do not do this themselves

#### PROCEDURES FOR AD HOC LETTINGS

Enquiries about dates to let the school premises should be made by email or telephone to the school business manager (<a href="mailto:office@wimbledonpark.merton.sch.uk">office@wimbledonpark.merton.sch.uk</a> 020 8946 4925). The school business manager will confirm availability of the date and invite the applicant to fill in, sign and return letting agreement (Appendix C) to let the school premises.

By signing the letting agreement, the person signing is acknowledging and agreeing to the terms and conditions set put in Appendix B.

The governing body has the right to refuse an application and no letting should be regarded as confirmed until approval has been given in writing/by email. No public announcement of any activity or function should be made by the organisation concerned until the booking has been confirmed in writing/by email.

The letting agreement must be signed and returned to the school before the letting can take place. It must be signed by a named individual and the agreement should be in their name, giving their permanent private address. The named individual applying to hire the premises will be invoiced for the cost of the letting which must be paid in full within 10 days of invoicing.

Hirers will automatically be charged £5 public liability insurance as part of the letting unless proof of adequate equivalent insurance is shown to the school (a photocopy will be taken for the school's records).

There will be no access to the premises before the commencement of the period. Hirers must allow sufficient time for preparation before the event, and to allow for clearing away and for all participants to leave the premises within the booking times of the let.

The School Business Manager is responsible for the management of lettings, in accordance with the school's policy, but the Headteacher retains overall responsibility.

#### **APPENDIX A**

## TERMS AND CONDITIONS FOR THE HIRE OF THE SCHOOL PREMISES – LONG TERM RECURRING LETS

All terms and conditions set out below must be adhered to. The "Hirer" shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting. Once you, the Hirer, have been accepted to use the school premises, you are automatically bound by all terms and conditions of usage of the premises.

#### **Status of the Hirer**

Lettings will not be made to persons under the age of 18. Lettings will not be made to any persons or to any organisation or group with an unlawful, racist or extremist background. The hire agreement is personal to the Hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the Hirer.

#### Safeguarding

The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, they have appropriate safeguarding policies and procedures in place, either themselves or by agreeing to operate and adhere to the school's safeguarding policies and procedures.

For organisations that operate under their own policies and procedures, these must meet the expectations in the DfE guidance Keeping children safe during clubs, tuition and activities and After-school clubs, community activities, and tuition - Safeguarding guidance for providers

Any adults working with the school's pupils (for example, at an after-school sports club) must be appropriately qualified.

Governors reserve the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the governors are not satisfied that the safeguarding arrangements are sufficiently robust, then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid.

#### **Priority of Use**

The Headteacher will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

#### **Indemnity and Insurance**

The Hirer shall indemnify the school against all loss and damage which the school or Merton Council may sustain or incur by reason of the letting including cost of replacement and reinstatement and the damage to the property of, or the bodily injury or death of any person or persons.

Hirers will automatically be charged £5 for public liability insurance via Merton Council's policy as part of the letting unless proof of adequate equivalent insurance is shown to the school (a photocopy will be taken for the school's records).

Unless specifically agreed by the governing body, the insurance cover shall provide a limit indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the let of the premises.

Neither the school nor the Local Authority will be responsible for any injury to persons, loss of or damage to any property owned by any person using the premises during the period of the letting. Property shall be brought on to the premises at the sole risk of the owner. The Hirer is responsible for informing users that they are solely responsible for the security of their personal property.

#### **Furniture and Fittings**

The school's furniture and fittings must not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails, screws, staples, tape and blu-tack into the

school fabric (including walls), are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

#### **School Equipment**

This can only be used if requested on the initial application form, and if its use is approved by the School Business Manager. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

#### **Electrical Equipment**

The Hirer is responsible for the safety of all electrical equipment brought into the building. The hirer can request the equipment to be portable appliance tested (PAT) tested by staff before use. The intention to use any electrical equipment must be notified on the hire application form. The governing body disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.

#### Car Parking Facilities - Car Park

Cars must not be parked so they cause an obstruction at the entrance to, or exits from, the school. In particular, the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. The permission of the School Business Manager must be obtained for any on-site parking. There is no availability to park vehicles in the main school playground.

#### **Toilet Facilities**

Access to the school's toilet facilities is included as part of the hire arrangements.

#### **First Aid Facilities**

It is the responsibility of the Hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the school to provide first aid facilities and use of the school's resources is not available.

#### Food/Kitchen/Food Preparation

No food or drink may be prepared or cooked on the premises. All litter must be placed in the bins provided and taken off-site at the end of the hire.

#### Alcohol

Alcohol cannot be sold on the premises without a temporary event notice from the local Licensing Authority.

#### **Smoking**

The whole of the school premises is a non-smoking area, and smoking is not permitted, this includes the use of e-cigarettes.

#### **Copyright, Performing Rights and Regulated Activities**

The Hirer shall not, during the occupancy of the premises, infringe any copyright or performing right, and shall indemnify the school and Merton council against all sums of money which they may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

The Hirer is responsible for obtaining any public licenses necessary in connection with the letting and should confirm with the school the licenses they hold.

The Hirer must provide a premises licence from the council before carrying out any deemed regulated activity. Regulated activities are defined as: performance of a play, exhibition of a film, an indoor sporting event, boxing or wrestling entertainment, live music, recorded music, performance of dance, entertainment of a similar description to that falling within the performance of live music, the playing of recorded music and performance of dance.

#### **Public Safety**

Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times
- The Hirer is responsible for familiarising themselves with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available
- Fire-fighting equipment is be kept in its designated place and only used for its intended purpose
- Highly flammable substances/materials must not be brought into, or used, in any part of the premises
- The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given

#### Hirer's responsibilities

The Hirer must inform the school of any fault, damage or other problems with the premises or equipment encountered during the letting. No part of the premises is to be used otherwise than for the purpose of the premises requested. No part of the premises requested is to be used for any unlawful purpose or in any unlawful way.

Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their function does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property. The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

The Hirer is responsible for ensuring that all areas are left clean and tidy as found. This includes all outside areas as well as indoor areas.

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. Where applicable, the Hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, scouts etc.

In the event of an emergency (fire alarm, flood, power cut), occupants must leave the school by the nearest exit and assemble in the school playground by the assembly point. Please do not re-enter until advised to do so by the site or senior leadership team.

It will be the responsibility of the Hirer to declare any income generated by the letting to HR Revenue & Customs (for tax purposes).

#### **Restrictions (indoor spaces)**

No hard balls

No studs or tap shoes No indoor fireworks or sparklers No lit fires or floor-based BBQs in the school grounds No confetti or rice is to be thrown on the premises

If this is not found to be the case the Hirer will be charged a penalty sum to cover costs of any repairs or cleaning required.

#### **Charges and Cancellation**

The Hirer acknowledges that the charges are as set out in the letting agreement, including any facilities, equipment or arrangements specified.

The governing body will not accept any responsibility for any loss, or other expenses however 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).

#### **Sub-letting**

The Hirer shall not sub-let the premises, underlet or share possession with any other parties.

#### **Storage**

The permission of the School Business Manager/ Headteacher must be obtained before goods or equipment are left or stored on the premises, except that the Headteacher is authorised to grant permission for the overnight storage of goods and equipment brought to the school for a particular event.

#### **Right of Access**

The governing body or its representatives reserves the right of access to the premises during the letting.

#### **APPENDIX B**

# TERMS AND CONDITIONS FOR THE HIRE OF THE SCHOOL PREMISES – OCCASIONAL USE

All terms and conditions set out below must be adhered to. The "Hirer" is the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting. Once you, the Hirer, have accepted a permit to use the school premises, you are automatically bound by all terms and conditions of usage of the premises.

#### Status of the Hirer

Lettings will not be made to persons under the age of 18. Lettings will not be made to any persons, organisation or group with an unlawful, racist or extremist background. The hire agreement is personal to the Hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the Hirer.

#### Safeguarding

The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, they have appropriate procedures in place to protect and safeguarding children.

#### **Priority of Use**

The Headteacher will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

#### **Indemnity and Insurance**

The Hirer shall indemnify the school against all loss and damage which the school or Merton Council may sustain or incur by reason of the letting including cost of replacement and reinstatement and the damage to the property of, or the bodily injury or death of any person or persons.

Hirers will automatically be charged for public liability insurance via Merton Council's policy at a cost of 9% as part of the letting unless proof of adequate equivalent insurance is shown to the school (a photocopy will be taken for the school's records).

Unless specifically agreed by the governing body, the insurance cover shall provide a limit indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the let of the premises.

Neither the school nor the Local Authority shall be responsible for any injury to persons, loss of or damage to any property owned by any person using the premises during the period of the letting. Property shall be brought on to the premises at the sole risk of the owner. The Hirer is responsible for informing users that they are solely responsible for the security of their personal property

#### **Furniture and Fittings**

The school's furniture and fittings must not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails, screws, staples, tape and blu-tack into the school fabric (including walls), are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

#### **School Equipment**

This can only be used if requested on the initial application form, and if its use is approved by the School Business Manager. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

#### **Electrical Equipment**

The Hirer is responsible for the safety of all electrical equipment brought into the building. The Hirer can request the equipment to be portable appliance tested (PAT) tested by staff before use. The intention to use any electrical equipment must be notified on the hire application form. The governing body disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.

#### Car Parking Facilities - Car Park

Cars must not be parked in the car park to cause an obstruction at the entrance to, or exits from, the school. In particular, the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. The permission of the school business manager must be obtained for any on-site parking. There is no availability to park vehicles in the main school playground.

#### **Toilet Facilities**

Access to the school's toilet facilities is included as part of the hire arrangements.

#### **First Aid Facilities**

It is the responsibility of the Hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the school to provide first aid facilities and use of the school's resources is not available.

#### Food/Kitchen/Food Preparation

No food or drink may be prepared or cooked on the premises. All litter is the responsibility of the Hirer and must be taken off-site at the end of the hire.

#### Alcohol

Alcohol cannot be sold on the premises without a temporary event notice from the local Licensing Authority.

#### **Smoking**

The whole of the school premises is a non-smoking area, and smoking is not permitted, this includes the use of e-cigarettes.

#### **Copyright, Performing Rights and Regulated Activities**

The Hirer shall not, during the occupancy of the premises, infringe any copyright or performing right, and shall indemnify the school and Merton council against all sums of money which they may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

The Hirer shall be responsible for obtaining any public licenses necessary in connection with the letting and should confirm with the school the licenses they hold.

The Hirer must provide a premises licence for regulated activities from the council. Regulated activities are defined as: performance of a play, exhibition of a film, an indoor sporting event, boxing or wrestling entertainment, live music, recorded music, performance of dance, entertainment of a similar description to that falling within the performance of live music, the playing of recorded music and performance of dance

#### **Public Safety**

Nothing must be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times
- The Hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available
- Fire-fighting equipment shall be kept in its designated place and only used for its intended purpose
- Highly flammable substances/materials shall not be brought into, or used, in any part of the premises

• The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given

#### Hirer's responsibilities

The Hirer must inform the school of any fault, damage or other problems with the premises or equipment encountered during the letting. No part of the premises is to be used otherwise than for the purpose requested. No part of the premises requested is to be used for any unlawful purpose or in any unlawful way.

We are acutely aware of our responsibilities as good neighbours and for this reason we are strict about evening parties ending promptly at 11pm. We would ask for your cooperation in keeping noise levels down to that which you would expect to tolerate in a residential area and in ensuring that your guests leave the area quietly. We raise these issues with you at this stage just in case you think that the restrictions we ask you to impose are unsuited to the party you have planned.

The Hirer is responsible for taking off-site any litter from their event.

The Hirer is responsible for ensuring that all areas are left clean and tidy as found. This includes all outside areas as well as indoor areas.

#### **Restrictions (internal spaces)**

No hard balls

No studs or tap shoes

No indoor fireworks or sparklers

No lit fires or floor-based BBQs in the school grounds

No confetti or rice is to be thrown on the premises

If this is not found to be the case the Hirer will be charged a penalty sum to cover costs of any repairs or cleaning required.

The Hirer must ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. Where applicable, the Hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, scouts etc.

In the event of an emergency (fire, flood, power cut), occupants must leave the school by the nearest exit and assemble in the school playground by the assembly point (and wait to be advised by the site team)

#### **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.

#### **Charges and Cancellation**

The Hirer acknowledges that the charges are as set out in the letting agreement, including any facilities, equipment or arrangements specified.

Refundable deposit of £150 (against breakages, additional cleaning needed, missing items and the hire continuing beyond the agreed timings)

#### Cancellation notice period (from the Hirer)

100% refund up to 5 days prior to booking

50% refund Less than 5 days

No refund 48 hours

The governing body will not accept any responsibility for any loss, or other expenses however 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).

100% of any hire costs will be returned to the Hirer should the school have to cancel due to unforeseen circumstances.

## **Sub-letting**

The Hirer shall not sub-let the premises, underlet or share possession with any other parties.

## **Right of Access**

The governing body or its representatives reserves the right of access to the premises during the letting.

## **OCCASIONAL USE LETTING AGREEMENT**

(Please complete this form)

Accommodation/Facilities required	
Other requirements (e.g. tables, chairs and equipment)	
Date of Letting	
Start time of letting	
End time of letting	
Total hours	
Purpose of letting/nature of the event	
Estimated number of people	
Will any copyright materials be used?	
Will alcohol be sold at the event?	
Do you have public liability insurance to cover the event? (if not, a £5 premium will be applied to the letting fees)	
Name of Organisation (if applicable)	
Full name and address of Hirer including contact number	
booking and notify you of the charges. You wil required on confirmation of the booking.	oon as possible before the event. We will confirm the I need to send copies of any licenses/certificates
school lettings. Any performance or premises I requirements of the Licensing Justices, where required and hereby certify that the premises agree that procedures are in place with regard	necessary, will be met. I agree to pay the charges due as and grounds will be used only for the purpose stated. I s to keeping children safe as per the terms and ained in the terms and conditions, and the need to
Signature of Hirer	<del></del>
Date of application	

### (applicable from March 2022 and subject to availability)

	Mon-Friday 6.30pm-	Saturday 2pm-11pm	Sunday 8am-11pm	
	11pm			
DOWNEY HALL	£200 min. let	£200 min. let (additional	£200 min. let	
Minimum 2 ½ hr hire	(additional hours £35	hours £35 per hr)	(additional hours £35	
	per hr)		per hr)	
STUDIO HALL	£200 min. let	£200 min. let (additional	£200 min. let	
Minimum 2 ½ hr hire	(additional hours £35	hours £35 per hr)	(additional hours £35	
	per hr)		per hr)	
PLAYGROUND	Not available	£15 per hr when hired	£15 per hr when hired	
(outside space only –		with Downey Hall/Studio	with Downey	
Tarmac, Grass area &		Hall	Hall/Studio Hall	
Adventure Play area)				
KITCHEN	Not available	Available by prior	Available by prior	
		agreement – cost will	agreement – cost will	
		depend on intended use	depend on intended	
			use	
Public liability insurance	£5 premium per let or proof of current public liability insurance			
Refundable Deposit	£150			

- The minimum hire includes the cost of a member of staff on site during the hire period and for support setting up and clearing away
- Free of Charge lets are given to the school's PTFA events other Free of Charge lets may be available to charitable/volunteer organisations, dependant on requirements, and at the discretion of the school and governing body
- The school offers discounts to current staff and members of the Governing body (50% reduction on initial hire charge). Please contact the School Business Manager
- The school has limited external floodlighting for outside play areas. This will therefore limit the times available for use of these facilities
- The school has the right to vary charges annually (in the summer term for the following academic year)

#### **APPENDIX D**

### **ANNUAL LETTING AGREEMENT SEPTEMBER 2023**

#### FOR LONG TERM RECURRING LETTINGS

Name of Hirer:
Address:
Contact telephone number:
Name of Club:
Accommodation/facilities regularly let (including dates and times):
Other requirements/storage/equipment:
Agreement on offer of free places:
Specific obligations of the Hirer:
Charges agreed and invoicing arrangements:
Charges agreed and involcing arrangements.

Weekday 7am-6pm	Downey Hall, Studio,	The greater of: -
	Playground,	20% total income or a minimum
		hire of £30 per hr
Weekday term time	MUGA	The greater of: -
3.30pm-4.30pm		20% total income or a minimum
		hire of £30 per hr
Weekday 7am-6pm	Classroom	The greater of: -
		20% total income or a minimum
		hire of £20 per hr
Weekday 7am-6pm	Music Tuition Room (non MMF)	20% of total income
Saturday 3pm-6pm	Playground	By agreement
Sunday 9am-6pm	Playground	By agreement

Period for which this agreement is effective:

**Agreed public liability insurance arrangements** (either the organisation's own insurance policy to the school's satisfaction in accordance with the terms and conditions or £5 premium on the let).

<b>Agreed safeguarding arrangements</b> (either provided through the school, or through the organisation's own arrangements for safer recruitment, child protection policy, and safeguarding training for staff) please tick and declare:
I agree to operate under the school's safeguarding policies and procedures (including attending school safeguarding training, signing the school's code of conduct, and reading the school's safeguarding policy and latest version of Keeping Children Safe in Education Part 1 and Annex B
I declare that I/we have in place our own safeguarding policies and procedures, that meet the expectations in the DfE guidance Keeping children safe during clubs, tuition and activities and After-school clubs, community activities, and tuition - Safeguarding guidance for providers
DECLARATION I accept and agree to all the conditions of letting as set out in the policy and the terms and conditions for school lettings. I agree to pay the charges due as required and hereby certify that the premises and grounds will be used only for the purpose stated. I agree that procedures and systems are in place with regards to safeguarding as declared above. I understand the indemnities contained in the terms and conditions, and the need to obtain, maintain and provide evidence of suitable insurance cover for any loss, damage or injury. I am over 18 years of age.
Signature of Hirer
Organisation
Date

Date for next annual review: September 2024

#### **EXTRA CURRICULAR CLUBS PROTOCOL**

The organisation or individual responsible for running a club in school must ensure that:

- Staff/hirer arrives in school before the session begins, in order to set up and greet the children at the appointed time for the start of the session
- Staff are familiar with the fire drill regulations in the school
- Staff read and adhere to the school's or their own organisation's child protection policy
- Appropriate child protection checks and safeguarding training have been carried out for any staff or volunteers working for the club on the school's site
- Staff carry out appropriate safer recruitment checks, where applicable
- Staff are aware of The Prevent Duty and do not seek to share extremist or radical views
- Staff have read and signed a copy of the school's Code of Conduct
- Staff remember that the school has a no nut policy and they should be aware of the allergies and emergency medical procedures for any children in the club
- Staff/hirer club providers are responsible for providing 1<sup>st</sup> aid or using the school's first aid facilities by agreement. This includes communicating to parents (and follow up bumped heads protocol, red letter to parents)
- A register is marked each week and absence followed up
- Payments are made within 28 days of invoice to the school office
- There are high expectations of pupil behaviour in sessions (that are consistent with the school's behaviour policy)
- Children are interacted with positively and in an encouraging manner
- Sessions are well-prepared
- All children are collected safely after each session by parents or designated carers. Please refer
  to late collection policy if in doubt. Children are the adult's responsibility until parents arrive
  and should be handed to the adult collecting, unless express permission has been given
  otherwise
- Children must not be left alone at any time
- Sufficient ratios of adult to children are adhered to

PLEASE READ, SIGN AND RETURN WITH THE ANNUAL LETTINGS AGREEMENT

Signature of Hirer	 
Organisation	 _
Date	

## Site team check list after let

- 1. Bins emptied and rubbish taken off-site
- 2. Toilets clean
- 3. Hall sweep/ spot mopping
- 4. Check lighting/sound desk working
- 5. Equipment returned and stored safely