

# Muskhams Primary School

## School Lettings Policy

**SEPT 2024**

Mrs Amanda Crossland  
Headteacher

Mrs Anne Allsop  
Chair of Governors

# **Muskham Primary School Lettings Policy**

## **Introduction**

Lettings can be defined as the use of school premises outside of the normal school day, or the use of parts of the premises not otherwise required by the school during the school day. At Muskham Primary School, the Hall, the Multi-Use Games Area (MUGA) and the field may be available for hire by outside bodies at times when not normally required by the school.

## **Responsibilities**

Our School building is a Notts County Council maintained building and is available for letting according to the terms and conditions of this policy. The school is responsible for any lettings.

### **1. Accommodation**

The school can offer the following accommodation for hire:

- Hall
- MUGA
- Field

### **2. Lettings**

Lettings are subject to approval by the Headteacher and Governing Body in the first instance. Upon approval, a Conditions of Hire Agreement will be issued to the hirer, and a Nottinghamshire County Council Application for Use of Premises (CC 110) is completed by Muskham Primary School and signed and retained by the school. Hirers will also be issued with a copy of this policy at the time of application.

The following categories and order of priority are authorised by the Headteacher and Governing Body and are detailed below.

1. Council Lettings – (Inc Gov Services & Parish Council)
2. Use of premises for educational purposes, external to the school day which benefit our children but are charged
3. Community use – for events organised by members of the local community for members of the local community where there is no intention to make a profit for any private individual or company
4. Use of the school field – for example by a training club that charges pupils.
5. Holiday Clubs by prior agreement with HT & Governors

All enquires that do not fit into any category above will be looked at individually

The hire of our school premises is on the strict understanding that any individuals or organisation using them will not carry out any activity which undermines British values.

Should we subsequently become aware that any of our facilities are being used for any extremist activity we will:-

- A) reject/terminate the letting application
- B) alert the appropriate agency should we become aware of any extremist activity

Schools are not permitted to subsidise non-school activities out of their school budget and so school lettings must be self-financing.

### **See Appendix 1 for charges**

The Governing Body reserves the right to adjust the hiring charge:

- To cover any increase in hiring charges which may occur if an application covers a series of lettings over an extended period; and
- To cover an increase in a hiring charge which may occur between the date of the approved application and the date of the actual hiring.
- To cover services provided which are not included in the letting charge

### **3. Application**

All applications must be made on form CC110 (with the exception of Long Term Lettings). The form will be signed by the Headteacher, who will certify that the accommodation is available and the nominated key holder has been notified. A duplicate of the form will be returned to the hirer. An invoice will be issued for payment.

The school will handle all lettings forms including raising invoices to hirers and arranging payment for the nominated key holder.

### **4. Cancellations**

The Headteacher or Governing Body may cancel the hiring without notice if the terms and conditions have been breached, or the buildings, fixtures, fittings, or reputation of the school have been damaged, or if, for whatever reason, it would be potentially dangerous to allow the activity to continue.

In the event of the hirer cancelling the letting the school reserves the right to charge for any services that the school has already incurred, or is due to incur, as part of the letting application.

In the rare event that the school has to cancel through circumstances beyond their control the full charge will be refunded. Another booking (with same criteria) will then be arranged at a mutually convenient time.

## **5. Damage / Breakages / losses**

All damages, breakages and losses must be fully paid for with the school choosing the correct replacements.

The Governing Body / council / school do not take responsibility for any costs, charges, claims and demands for injury, loss of persons or property arising from a letting on the school premises.

## **8. Hirers responsibility**

The hirer shall ensure during the time the premises are used that the activities are conducted in an orderly manner and under adult supervision and that the right to use the premises is exercised quietly and in a manner unlikely to cause any annoyance or inconvenience or to become a nuisance to the owners or occupiers of any adjoining or neighbouring property or to the public.

For the purpose to which the general public are admitted and at which there may be a large gathering it is the responsibility of the organisers to ensure that the letting is properly controlled by appointed stewards or such other responsible persons to maintain order throughout the whole period of the letting.

Cars may be parked only in recognised car parking spaces, and in the locality in such a way as to cause no nuisance to local residents. The Governing Body and the County Council do not accept liability in respect of parked vehicles at the school site which are in any way connected with the letting.

No vehicle shall be parked on or taken over the grass, sports facilities or borders.

The hirer shall be responsible for keeping visitors off all sports facilities, other than those hired and ask for respectful behaviour around shrubs, borders and trees etc.

There shall be no smoking permitted in or around the school, no large animals brought onto the premises (other than Guide dogs), and nothing which is inconsistent with the primary purpose of the school.

The users of the school are forbidden to stand upon any desk and seat or upon other furniture or fittings. No fixtures or decorations of any kind requiring nails or screws to be driven into the school property are permitted and the premises must be left at the end of the letting in a reasonably clean and orderly condition. The school piano must not be moved unless written permission of the Headteacher has been obtained beforehand.

Outside climbing frames should not be used and neither should the school's P.E or playtime equipment.

**No special preparation may be applied to floors;** footwear likely to cause damage to floors is not permitted.

No notice either permanent or temporary may be affixed to school notice boards or displayed on the premises without approval of the Headteacher. No articles may be affixed to the fabric of the school.

At the end of the letting period, the hirer must ensure that the accommodation is left in a clean and tidy condition, with all furniture returned to its designated storage areas. The School will provide cleaning protocols, authorized cleaning products for use (which will be left for the duration of the letting period in the disable toilet) and information on how to use the products (COSHH).

If the premises are left in an unsatisfactory manner the hirer may be charged for Cleaners / Site Managers time.

It is the hirer's responsibility to ensure their staff read and comply with the aforementioned cleaning protocols and COSHH standards.

The hirer shall meet the cost of making good all damage caused to premises or other property and shall indemnify both the school, the Governing Body and the County Council from and against all costs, charges, claims and demands for injury, loss or damage to persons or property. **It is essential therefore that hirers should take out insurance cover for the period of the letting.**

It is the responsibility of the hirer to ensure that if it is applicable s/he is registered in accordance with the provisions of the Children Act 1989.

The hirer may not sublet the letting of the school premises, and may only use them

- for the purpose specified on the application form
- for the number of persons permitted

The letting of playing fields may be refused on grounds of over use or adverse ground conditions at the discretion of the Headteacher.

In the event of cancellation, the Headteacher must be informed at least 24 hours before the commencement of the approved letting.

## **6. Safety**

The hirer shall read and comply with health and safety legislation and the school's health and safety policy.

Any electrical equipment used must meet with recognised safety standards.

All moving parts of an electrical item must be under the supervision of an adult and be kept away from young children during the hire.

Wires, leads and furniture must be arranged in such a way that exit from the building in an emergency is possible and that it does not present a hazard to the visually impaired, elderly or children during the hire.

The organisers of an event must be aware of a fire drill and make arrangements for evacuations during their hire if it becomes necessary.

Adequate supervision must be provided to maintain order and good conduct and ratios must be adhered to.

The hirer shall be made aware of the capacity of the room hired and on no account may this figure be exceeded.

## **7. Insurance**

- The hirer is required to take out insurance cover in their own name.
- The hirer is required to obtain insurance to cover the cost of repairing damage to the school premises and contents during the times of the letting.
- The hirer shall be responsible for obtaining any public licences in connection with the booking.
- The hirer shall be responsible for arranging public liability insurance of not less than £5,000,000 (five million pounds) in respect of any one incident and include liability for the premises including liability for fire and explosion risks arising from the hire of the premises. The hirer shall produce a copy of the insurance annually for the headteacher or business manager.
- The school cannot accept responsibility for damage to, loss or theft of, the hirer's property and effects. It is the responsibility of the hirer to make their own insurance arrangements.

## **8. Safeguarding**

It is a requirement that all users of the premises have read and comply with our safeguarding and child protection policy and the DfE Keeping Children Safe in Education guidance. A copy of this is available from the staff in the school office or from our website.

## **9. Risk Assessment**

The hirer must perform an appropriate risk assessment of the facilities to be hired prior to the first use, a copy of this should be provided to the school office.

## **10. Complaints procedure**

All complaints must be in writing and will be dealt with by the Head Teacher and/ or Governing Body in accordance with the school complaints procedure.

**Disputes:**

In the event of any dispute arising over the letting agreement or the use of the premises, the headteacher and hirer shall refer the matter to the school's complaints governor in line with the school complaints procedure.

**11. Disclaimer**

The hirer shall obtain at his/ her own expense all the necessary licences required in connection with the use of the premises for the purpose for which the same is let and to observe and comply with all the conditions attaching thereto.

The Governing Body / Council do not accept any liability in respect of the parking of any vehicle at the school premises during the letting period.

The Governing Body / Council do not accept any liability for goods and personal effects left on its premises by the hirer, its servants or agents or by any user of the premises.

## Appendix 1

### Letting charges

These charges and facilities (as of 01.09.2024) are:

After-school clubs using the Library or a Classroom	<b>£12/session – Pre-pay</b> <i>(£14.50 / pay as you go)</i>
Hire of the hall	<b>£12/hour – Pre-pay</b> <i>(£14.50/hour pay as you go)</i>
Hire of the MUGA/playing field/playground	<b>£18/hour or £8/hour for junior groups – Pre-pay</b> <i>(£20/hour for adults and £10/hour for juniors pay as you go)</i>
(including use of floodlights)	

## **TERMS & CONDITIONS OF USE OUT OF CORE HOURS AND DURING SCHOOL HOLIDAY TIMES**

In order that all groups using the premises know what is expected of them, we must commit all users to the following conditions of use.

### **Equal Opportunities:**

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

### **Applying for Use of the Premises:**

- Application for use of the school premises shall be made to the office manager at least 21 days before the event.
- The school reserves the right to refuse any application for use of the premises.
- The head teacher or chair of the governing body shall have power to immediately terminate any agreement relating to the hire of the school premises without giving notice if it is considered that there has been a breach of the terms and conditions, or if the buildings, fittings, fixtures, furniture or reputation of the school have been damaged.

### **Safety:**

Please note the following safety requirements:

- The hirer shall read and comply with the school's fire and health & safety policies and current health & safety legislation
- Fire doors and gangways must remain clear at all times
- Firefighting equipment shall be kept in its proper place and only be used for its intended purpose
- Activities 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 unauthorised heating or electrical appliances shall be used on the premises
- Adequate supervision must be provided to maintain order and good conduct and ratios must be adhered to

### **Constraints:**

Please note the following constraints:

- Consumption or supply of alcohol is not permitted on the premises
- Premises must be vacated at the end of the letting
- No smoking on the premises or in the school grounds
- No gambling
- No promotion of commercial interests
- No promotion of radical or extremist views and activities or dissemination of extremist views or material

- Except in the case of trained guide dogs, animals shall not be permitted on the school premises

### **Limitations:**

- If the premises are left in an unsatisfactory manner the hirer may be charged for Cleaners / Site Managers time.
- Please vacate the building on time – a further charge will be liable for time overrun.
- Please ensure that rubbish is disposed of in the bins provided.
- Please have respect for our neighbours when leaving the premises.
- The hirer must inform the head teacher or site manager of any fault, damage, or other problem with the premises or equipment during the hiring.
- The permission of the head teacher must be obtained before goods or equipment are left or stored in the school.
- The permission of the head teacher must be obtained before other areas of the school premises or school equipment is used.

### **Safeguarding:**

It is a requirement that all users of the premises have read and comply with our safeguarding and child protection policy and the DfE Keeping Children Safe in Education guidance. A copy of this is available from the school office or from our website.

### **Emergency procedures**

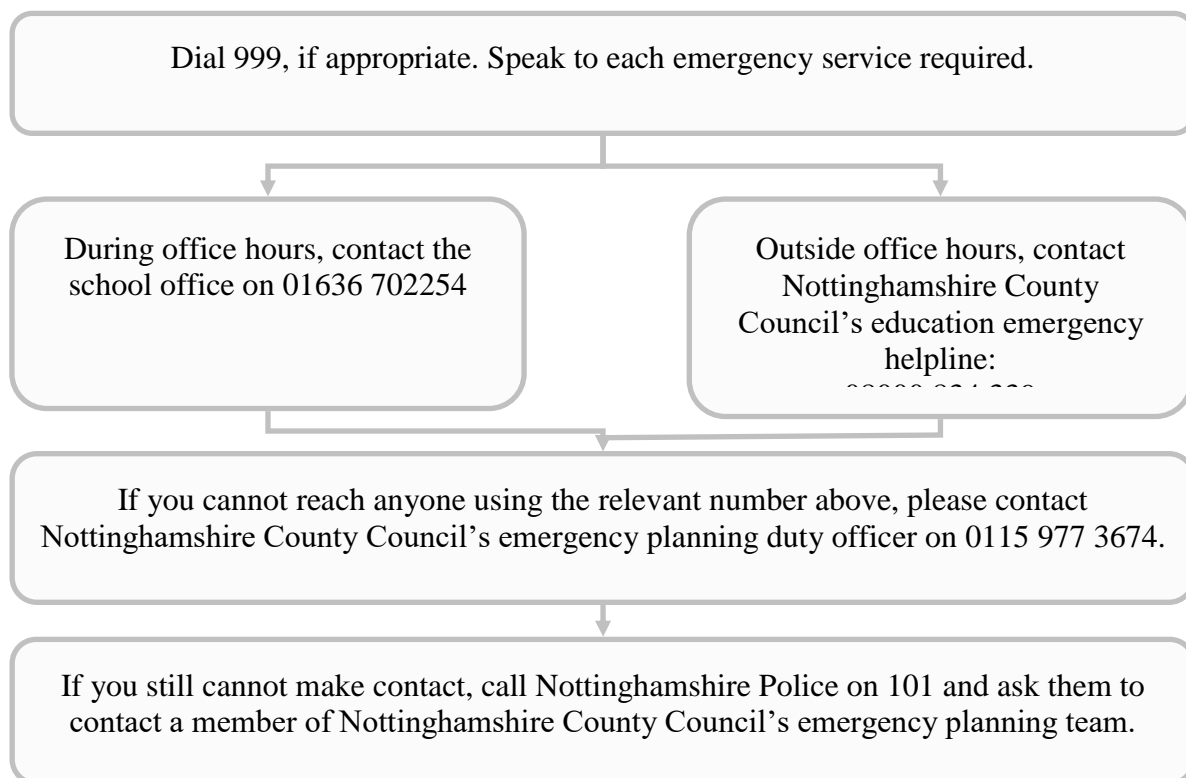
**Damage to property:** Immediately inform your nominated emergency contact (K Redfern, Site Manager, 07495706465) . If he is unable to respond the senior person present should follow the instructions below.

- + **Assess the situation and establish a basic overview of the incident.**
- + **Take immediate action to safeguard pupils, staff and visitors.**

#### **Emergency situation (for example fire/accident)**

- + **Assess the situation and establish a basic overview of the incident.**
- + **Take immediate action to safeguard pupils, staff and visitors.**
- + **If appropriate, dial 999 for the emergency services and provide them with an overview of the situation. If in doubt, dial 999.**
- + **Attend to any casualties and administer first-aid, if appropriate.**

The emergency services notify each other of incidents but consider speaking directly to each organisation required. This will ensure that each service has the information they need to respond appropriately.



### **Charges:**

The charges for the use of the premises have been fixed by governors in accordance with the Charges and Remissions policy in order to cover the cost of maintenance and every day running expenses of the building, (heating, lighting, cleaning etc). The policy and charges are reviewed annually by the governing body.

Payments received are allocated to a ring-fenced maintenance budget pot.

### **Insurance:**

- The hirer is required to take out insurance cover in their own name.
- The hirer is required to obtain insurance to cover the cost of repairing damage to the school premises and contents during the times of the letting.
- The hirer shall be responsible for obtaining any public licences in connection with the booking.
- The hirer shall be responsible for arranging public liability insurance of not less than £5,000,000 (five million pounds) in respect of any one incident and include liability for the premises including liability for fire and explosion risks arising from the hire of the premises. The hirer shall produce a copy of the insurance annually for the head teacher or business manager.
- The school cannot accept responsibility for damage to, loss or theft of, the hirer's property and effects. It is the responsibility of the hirer to make their own insurance arrangements.

**School Closure/Room Unavailable:**

Occasionally the premises have to be used for other school functions. We will try to avoid times when the premises have been booked in advance, but if this cannot be avoided then you will be informed as soon as possible.

**Disputes:**

In the event of any dispute arising over the letting agreement or the use of the premises, the head teacher and hirer shall refer the matter to the school's complaints governor in line with the school complaints procedure.

**Booking:**

To book the premises please email [office@muskham.notts.sch.uk](mailto:office@muskham.notts.sch.uk)

**Payment:**

Payment for the hire of the premises should be made in advance of the booking date. Payment should be made directly to the school bank account by BACs (please ask the office staff for bank details). You are advised that receipts will not normally be issued unless specifically requested. Payments and all correspondence regarding bookings should be sent to:

Tara Spurr  
Business Manager  
Muskham Primary School  
Main Street  
North Muskham  
NG24 6HD