



RIDGEWAY PRIMARY ACADEMY

LETTINGS POLICY

THE POLICY

- The governors recognise the value of making the school available for hiring where possible, provided that any hiring is not detrimental to the school or its pupils.
- The purpose of this policy is to ensure that any group or person hiring the school does so in a manner that is safe and acceptable

AIM

To ensure the process of hiring is consistent, fair and equitable.

DELIVERY

- Set the scale of charges in line with other facilities/establishments in the area
- Provide the hirer with full information of hiring the premises and supply them with a Lettings pack
- Ensure the hirers are aware of their responsibilities for emergency procedures, child protection, health & safety
- Review the hiring policy and charges annually
- Have relevant monitoring and evaluation procedures in place to ensure the policy works effectively

1. PROCEDURE

1.1 PROCEDURE FOR DEALING WITH APPLICATIONS TO HIRE PREMISES

Any group or individual wishing to hire the premises must make initial contact with the Site Manager. If the Site Manager and Business Manager consider that the letting would be both practical and appropriate the following must then take place prior to any information about the event being made public.

The group/individual must have:

- Signed a lettings agreement and confirmed dates
- Agreed charges and a 50% deposit
- Confirmed the names of all adults involved in activities with children and provided a CRB clearance for each person
- Provided evidence of insurance cover

1.2 COLLECTION OF HIRING FEES

The 50% deposit will be paid in advance. The balance of the hire will be paid upon receipt of invoice and payment will be made within 14 days of receipt of invoice. If the hiring is a one-off then the Academy will require full payment before the letting can take place. In the case of regular hiring the academy will invoice groups in arrears as long as all documents have been received.

2. CHARGES AND EXEMPTIONS

2.1 PREMISES HIRE CHARGES (FOR THE USE OF EDUCATIONAL ESTABLISHMENTS)

Attached to this document is a copy of the latest price list as agreed by the Governors. These charges are intended to cover any costs the academy may incur.

2.2 FULL CHARGE HIRINGS

Hiring by Private profit making organisations or individuals for social occasions will be subject to the full hiring charge that is premises, caretaking and heating and lighting.

The charges for hiring the school premises are made up of the following:

- a) **Premises** – This covers wear and tear on the building and equipment.
- b) **Caretaking** – This is split into 2 elements, attended and unattended, and reflects the rates of pay your Premises Officer receives for the opening and closing of the premises (unattended) or opening and closing and remaining on site for the duration of the hiring (attended).
- c) **Heating and Lighting** – These charges should normally be applied during the heating season i.e. October to April (inclusive) and cover the cost of heating and lighting the rooms used.
- d) **Administration charge** – This is a new addition to the scale of charges. It reflects the admin time and cost involved in booking hirings, collecting income, and dealing with any queries. A flat rate charge of £7.50 per hiring is recommended.

2.3 EXEMPTION FROM PREMISES CHARGE

Organisations providing activities of an educational (but not purely social nature) and which are independent of official support e.g. Women's Institutes and Townswomen's Guild should be exempted from the Premises Charge and charged only for Caretaking and Heating and Lighting.

Where a group is a Recognised Youth Group and they have been established as a not for profit group then the Governors are prepared to subsidise the group for any use before 9pm on weekdays. The group will only be charged for premises officer costs and heating costs (between October and April). These groups include:

- Guides/Brownies/Rainbows
- Scouts/Cubs/Beavers
- St John's Ambulance Cadets
- Boys Brigade
- Junior Red Cross
- Youth/Junior Orchestra/Bands
- Voluntary Youth Clubs
- Youth/Junior Sports Groups
- Young Farmers Clubs

Adult groups will be charged an admin fee of £7.50

2.4 FREE USE – WHEN COSTS ARE NORMALLY BORNE BY THE ESTABLISHMENT

This would normally apply to the following:

- Meetings convened by the Headteacher or Governors to consult parents or discuss the management or curriculum of the school
- Meetings of recognised Unions or Association
- Use of premises by Friends of Ridgeway Academy (FORA) for meetings or activities

2.5 STATUTORY USE OF PREMISES

Ridgeway Primary Academy will allow the use of the premises for certain statutory purposes, this means that the premises charge cannot be made, but charges for heating, lighting and Site Manager cover must be made. Such purposes are: -

- Parliamentary Elections
- County Council, District and Parish Council Elections
- Parish Meetings and Parish Council Meetings
- Meetings held by candidates for Parliamentary or Local Government Elections
- Surgeries organised by County Councillors
- Rest Centre

3. TERMS OF HIRE

3.1 APPLICATIONS FROM ORGANISATIONS WHICH MAY HAVE RACIST OBJECTIVES

Ridgeway Primary Academy will not allow organisations that may have racist or extreme objectives to hire the premises.

However, any election candidates have certain statutory rights under the Representation of the People Act. If any (of the above statutory organisations) apply to hire the premises for the purpose an election meeting, we will contact the Education Premises Unit on 0116 305 6407 for further advice.

3.2 LETTINGS/ACTIVITIES REQUIRING THE ATTENDANCE OF THE SITE MANAGER

For all lettings the Headteacher and School Business Manager will need to decide whether the attendance of the Site Manager is required.

3.3 USE OF PLAYING FIELDS OUT OF SCHOOL HOURS BY UNSUPERVISED GROUPS

The Governing Body will not allow the grounds to be used out of school hours by unsupervised groups.

Groups can hire the playing field as long as a lettings form is signed and proof of third party insurance is given. The field can be hired out with or without the toilets being opened. If additional cleaning of the facilities is required after hiring then a £15 per hour charge will be levied.

3.4 LETTING OF SCHOOL KITCHEN

Any adult or group wishing to use the Kitchen should indicate on a lettings form. Only the serving hatch and sink can be used by untrained adults.

Any other equipment can only be used via consultation with the Kitchen Manager and following training and a risk assessment.

3.5 ALCOHOL ON SCHOOL PREMISES

The "Application To Hire Premises" form has been amended and now provides for the consumption of alcohol if the Governors agree. It sets out suggested conditions. If alcohol is to be consumed then the nature of the function should be considered and whether or not the alcohol is to be sold to the persons attending i.e. by the operation of a bar. There is a need to be satisfied that the number of persons attending the function and that the quantities of alcohol available will not be excessive. If alcohol is to be sold (and sale includes most) devices to avoid

the need for a formal licence including tickets for a dinner which includes wine or similar) then it will be necessary for the premises to be licensed.

If the premises are not already licensed then the alternatives are for the Hirer, perhaps in consultation with the academy to arrange for a local licensee to apply for an Occasional Licence. This is in effect an extension of his own licence to enable him to operate a bar on your premises, or for the Hirer, particularly if they are a club or similar organisation to apply for the Occasional Permission which enables them to operate a bar themselves.

APPENDIX 1

A. IN ADVANCE OF AGREEING TO A LETTING BY AN EXTERNAL GROUP

- Signed a lettings agreement
- Agreed charges
- Confirmed the names of all adults involved in activities with children and provided a CRB clearance for each person
- Provided evidence of insurance cover
- Confirmed in writing the dates that they will be 'hiring' the premises

B. Indemnity and conditions of hire

1. To indemnify Ridgeway Primary Academy and the Governors against the consequences of any authorised performance of a copyright work during the period of hire of the school premises and to complete the returns required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies.
2. To pay 50% deposit with the Application (lettings) form. Cheques should be made payable to Ridgeway Primary Academy. If payment is not made then the Governors reserve the right to cancel the hiring. Balance is due upon receipt of invoice and payment made within 14 days.
3. During the period of hiring, the Hirer shall be held responsible for all damages, losses, claims and costs arising out of the use of the premises. The Hirer shall indemnify the Governors from and against any expense liability loss claim or proceedings including claims for personal injury to or the death of any person whatsoever. Whether arising under any Statute or at Common Law or out of the course of or caused as a result of the hiring except where due to the negligence of The Academy and the Governors or their respective servants or agents.
4. The following conditions must be complied with:
 - a) No preparation to be applied to the floors
 - b) Intoxicants shall not be brought onto the premises without prior written approval of the Governors which may be given subject to the following conditions:
 - I. Consumption of alcohol without sale will be permitted subject to the Governors being satisfied that excessive quantities of alcohol will not be made available and that an excessive number of persons will not be attending the function for the purpose of consuming alcohol.
 - II. If the sale of alcohol is proposed this will only be permitted under the authority of an Occasional Licence or an Occasional Permission granted by the appropriate Magistrates Court for the area.
 - III. The Hirer will be required to produce the Occasional Licence or an Occasional Permission to the Governors not less than 14 days before the hiring.
 - c) The Hirer will comply with the terms of the Public Entertainment Licence conditions applicable to the premises or hiring/function where there is to be any dancing, music or entertainment of a like kind.
 - d) There must be no interference with school equipment.

- e) Fires and stoves must be left safe with the minimum of fire burning and no interference with any central heating system is allowed.
 - f) The premises shall be vacated at the end of the hiring time specified overleaf or at such later time as may be permitted by the Governors.
5. The premises shall not be hired to the following organisations.
- a) The National Front
 - b) The New National Front
 - c) The British Constitutional Movement
 - d) The British Movement
 - e) The League of Saint George
 - f) Column 88
 - g) The British Democratic Party
 - h) The British National Party
 - i) Any other organisation which has racist aims
6. The Governors may cancel any hiring if in their opinion the organisation by or on behalf of which the premises are hired has racist policies regardless of the stated reason for the hiring of the premises. In such event the Governors shall incur any liability to the Hirer whatsoever other than to return fee paid by the Hirer in respect of such cancelled hiring.
7. If the Hirer cancels the hiring of the premises for any of the dates shown overleaf, then the Governors will be entitled to retain the whole of the hiring fee paid in respect of the cancelled hiring provided that if notice of the cancellation of a hiring is received by the Governors at least 14 days before the hiring was to take place then the Governors may at their absolute discretion repay to the Hirer an amount not exceeding 50% of the hiring fee.
8. Special Conditions: See separate form
9. A copy of your third party indemnity insurance certificate must be attached to the application to hire form.
10. Where the letting is an after school activity which finishes before 6pm the provider must present the school with a list that contains the name of all the children attending.
11. In the event of cancellation it is the provider's responsibility to inform parents and the school that the activity will not take place.
12. Fire Evacuation – All providers must keep a register of the children. In the event of a fire, you must sound the alarm and leave the school by the nearest exit and congregate on the top playground until you get the all clear. It is the responsibility of the provider to contact the Fire Brigade and the Site Manager is informed that there is a fire.
13. Serious Injury – We advise all providers to carry a mobile telephone. The office will be unlocked and the telephone is available (press line 1 for an outside line). For minor injuries the first aid box is available in the hall.

14. Seeing children off the premises – You must not leave the premises until all children have been collected. You should have a contact number for each child.
15. Child Protection – You should have a child protection policy and must be clear about how to deal with any child protection issues if you are a group that children attend.
16. If any of your group has a disability that needs to be taken into account prior to the letting please inform the school.
17. If cleaning has to be carried out by the Site Manager after a letting then an additional charge of £15 per hour will be incurred.
18. All groups that use the premises must ensure that the front door is locked at all times to ensure that un-authorised persons are not able to enter the premises to ensure that school equipment does not go missing. If the door is left open and equipment is found to be missing the hirer will be liable for a charge to replace missing items.
19. Hirers must not use any equipment in the school unless they have prior agreement with the Site Manager.
20. Members of your group must not be allowed to wander around the school after the Site Manager has left. Hirers should ensure that their group members do not access parts of the school which have not been hired. This is to protect our children's work and equipment. Any damage or theft will be charged to the Hirer.
21. All children must be escorted to the toilets to ensure their own safety.

APPENDIX 2

Disability Discrimination Act 1995 and 2005. (DDA)

Rights of Access to Non-Educational Services

The DDA states that service providers must not discriminate against disabled people by:

- Refusing to provide or deliberately not providing any service which is provided to other members of the public;
- Providing a lower standard of service;
- Offering a service on less favourable terms;
- Failing to make adjustments to any practice or policy or procedure which makes it impossible or unreasonably difficult for disabled persons to make use of the services;
- Failing to make adjustments to a physical feature (e.g. one arising from the design or construction of a building or the approach or access to premises) which makes it impossible or unreasonably difficult for disabled persons to make use of a service;
- Refusing to give any hiring or permission to occupy premises to disabled persons;
- Making any such arrangements on terms which are discriminatory

Provision of Non-Educational Services

The provision of non-educational services is covered by the new requirements and the following activities should generally be regarded as non-educational for the purposes of the DDA and complying with Part 3 service providers provision:

- Governor's annual meeting with parents;
- Admission and exclusion appeal hearings;
- Evening classes, parents evenings;
- Fund raising events organised by the PTA, e.g. car boot sales or dances;
- Use of school sports facilities by the local community;
- Hiring of the school accommodation to members of the public;
- Leisure time activities for children or adults without any element of any educational development

The following services may be regarded as non-educational in their nature and it is advisable to treat these as being subject to the DDA, pending further clarification of the law.

- Governing Body Meetings
- Admission and Exclusion Appeal Hearings
- Responsibility for Complying with the DDA

Responsibility for complying with the rights of access rests with the service provider. In the case of hirings this could be:

- The governing body;
- The LEA;
- The Parent Teacher Association;
- A local club or association which has hired premises from the school.

APPENDIX 3

The SEN and Disability Act 2001

This legislation comes into force from September 2002 and in essence extends the requirements of the Disability Discrimination Act to pupils and students coming in to schools for educational reasons. Such pupils have previously been excluded from the requirements of the Disability Discrimination Act: The new Act places 2 key duties on schools in the provision of education. The first one is to prepare and develop an Accessibility Plan by April 2003. This should address 3 distinct elements of planned improvements in access for disabled people which will cover the environment, the curriculum and the provision of information. The second is a duty not to discriminate in the provision of education or educational services unless there are no reasonable measures which can be taken to avoid that discrimination.

Further information on the implications of the DDA - contact Richard Thompson on 0116 265 6313.

APPENDIX 4

APPLICATION TO HIRE PREMISES

GOVERNORS OF RIDGEWAY PRIMARY ACADEMY

THE RIDGEWAY, MARKET HARBOROUGH, LEICS., LE16 7HQ

Name of Applicant	
Address	
Telephone Number	
Name of Organisation	
Aims of Organisation	

I wish to apply to hire the premises as detailed in the Schedule below for the purpose shown above and in consideration of the hiring being granted I undertake on behalf of both myself and of the organisation I represent to indemnify Ridgeway Primary Academy in the manner overleaf and to observe the conditions of hire contained therein.

Signed: Date:

Facility	Day of the week	Dates to	Dates from	Time to	Time from	Total Hours

Documents enclosed

Lettings form Insurance certificate List of DBS covered adults

Office Use only

Charge for letting	Invoiced	Supporting Documents seen
--------------------	----------	---------------------------

Special Conditions (for groups operating children’s activities)

The Governors require the names of all adults responsible for your group and that they have a current Disclosure and Barring Certificate (DBS).

Names of adults attending group	Telephone Number	DBS number

APPENDIX 5

**RIDGEWAY PRIMARY ACADEMY LETTINGS
SCALE OF CHARGES
2015 – 2016**

ROOM	WEEKDAYS BEFORE 10PM					
	1 hour	2 hours	3 hours	4 hours	1/2 day	Full day
Main Hall	12.00	20.00		40.00	50.00	100.00
Classroom	5.00	10.00	15.00	20.00	25.00	50.00
Community Lounge	7.50	15.00	22.50	30.00	37.50	75.00
*Playing Field Discounted rate	10.00	20.00	30.00	40.00	50.00 45.00	100.00 90.00

ROOM	WEEKENDS					
	1 hour	2 hours	3 hours	4 hours	1/2 day	Full day
Main Hall	15.00	30.00	45.00	60.00	75.00	150.00
Classroom	7.50	15.00	22.50	30.00	37.50	75.00
Community Lounge	10.00	20.00	30.00	40.00	50.00	100.00
Playing Field Discounted rate	10.00	20.00	30.00	40.00	50.00 45.00	100.00 90.00

IMPORTANT NOTES:

- Playing Field – hire is weekends and holidays only – discount of 10% offered if booked for 4 hours or more per day
- Admin fee of £7.50 is charged on all bookings
- 50% deposit is required with your booking form, receipt will be issued upon full payment
- full payment due 14 days after letting or if a term letting within the first 4 weeks of hire
- **Please note you must include clearing up time in your booking**
- Cleaning up – please ensure all areas used are cleaned up, if additional cleaning is required by the Site Manager then a charge of £15 will be incurred
- Weekdays lettings – an additional charge of £20 if letting finishes after 10pm
- Half day letting is 8.00am to 1.00pm or 1.00pm to 6.00pm
- Full days letting is 8.00am to 6.00pm
- Classroom hire is after 4pm in term time
- Community Lounge – there are no toilet facilities when school is closed so we are unable to hire this after 6pm
- Charities/fundraisers – discounts are made for these organisations, please email sbm@ridgeway.leics.sch.uk

