

Regis Manor Primary School

Lettings Policy

Approval Date	Protocol Reviewer	Approved by:
November 2024	October 2026	Regis Manor Governing Body

INTRODUCTION

Regis Manor Primary School is committed to raising the achievement of pupils as well as forging and fostering a working partnership with the local community. As part of this commitment we are keen to make available our facilities to the community, outside of school hours, for the purposes of education and recreational pursuits.

This procedure is intended to clarify the arrangements for accessing our school and to facilitate the development of community and recreational activities. The policy, which is approved by the Swale Academies Trust Finance Team, will be reviewed annually to ensure that it is reflective of the school's ethos as well as the needs of the local community.

Ideally the school would like to encourage regular long-term lets. If you are interested in hiring the school facilities this procedure should provide you with all the necessary information you require. If, however, you have any questions that are not covered by this procedure or would like to view the school facilities please contact Taney Cook, Office Manager (Tel: 01795 472971) to make an appointment.

Please note that should the hirer delegate any of their responsibilities, the delegate must be nominated in writing.

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GENERAL AIMS

Regis Manor Primary School seeks to promote and maximise the usage of the school's premises outside of the normal school day. Priority of use will be awarded to the following activities:

- Use by the school for school related activities (e.g. PTA Meetings, Governing Body or Fund Raising Events for the benefit of the school)
- Use by the LA for the development of the education/welfare of young people
- Council and General Elections
- Other uses* as approved by Swale Academies Trust

**Other uses are those that are consistent with the aims of the school. Priority will be given to activities that benefit the children of the school and the school community.*

The Swale Academies Trust Finance Team will resolve any situations where there are conflicting demands for the use of the premises giving priority to school functions and Swale Academy Trust lettings.

No lettings are to be made to:

- persons under the age of 18;
- persons from any organisation or group with an unlawful or extremist background.

Should lettings involve access to Regis Manor 's pupils:

- all personnel involved must be police checked;
- all adults working with Regis Manor 's pupils must be appropriately qualified and sports coaches must follow Swale Academy Trust guidelines and checks.

PROCEDURES

- The Office Manager is authorised to negotiate letting arrangements on behalf of Regis Manor Primary School. **However, all lettings must be agreed by the Headteacher.** Booking requests should be made via our booking system [here](#).
- Income from lettings of the school premises is to be credited to the School's main school account.
- The scale of charges for lettings will be reviewed annually by the Headteacher and Swale Academy Trust Finance Team.
- A member of school staff will claim overtime only for opening up the premises and checking/closing the premises for each let (1 hour each way).
- In the event of strikes by either the Fire Brigade or Police Services all lettings will be cancelled/postponed.

FACILITIES

The school has a detached Large Hall and a Small Hall which have the following facilities:

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- The Small Hall has a toilet and some kitchen facilities.
- The Large hall is equipped with a sound system, lighting system and toilet facilities.
- Wheelchair Access and facilities (i.e. disabled toilets).
- Controlled Security Access.

PAYMENTS

Payment should be made via our online booking system [here](#).

No payment should be made directly to the Site Manager.

WHAT TO DO IF A CHILD MAKES A DISCLOSURE OF ABUSE OR HARM

If a child in your setting discloses to you that they have been abused or that they feel at risk of harm, you should follow your safeguarding policies and procedures immediately. These should include clear instructions on the local referral route into children's social care (as described at subheading Local authority children's social care and multi-agency safeguarding arrangements). If a child is at risk of immediate harm, you should call the police on 999. [Keeping Children Safe in Out-of School Settings](#)

The school will seek assurance that the provider has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed). The school will also ensure that there are arrangements in place for the provider to liaise with the school on these matters where appropriate. This applies regardless of whether or not the children who attend any of these services or activities are children on the school roll. Failure to comply with this would lead to termination of the agreement. [Keeping Children Safe in Education](#)

CONDITIONS OF LETTINGS

The person signing the application will be deemed to be the hirer and must accept responsibility for ensuring compliance with these conditions. Lettings of the school premises by the community are encouraged and welcomed, subject to satisfactory checks and the following conditions:

a. Indemnity & Insurance:

- The School and Swale Academies Trust agents reserve the right of access to the premises during any letting. The Headteacher will monitor activities from time to time.
- It will be the duty of the hirer to ensure that they have adequate third party insurance in place, which should include insurance against their liability towards the public and their own employees. The hirer shall provide a copy of the relevant insurance certificate before the start date of the contract.
- The School and Swale Academies Trust will not be responsible for the loss or damage to any property whatsoever or death or injury to any person whatsoever. Liability will lay with the hirer. The hirer shall indemnify and keep indemnified the school from and against:
 - ☐ any damage to the premises or school equipment;
 - ☐ any claim by any third party against the school; and

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- ☐ all losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises

b. Safeguarding

- Lettings should follow the guidance issued by the Department for Education on '[Keeping children safe during clubs, tuition and activities](#)' and '[After-school clubs, community activities and tuition; Safeguarding guidance for providers](#)' (There are two checklists from this document in appendix one of this policy).

c. Letting Restrictions

- The use of the premises for school functions will take priority over all lettings.
- The school premises will not be let to individuals or organisations if there is reason to believe that the name of the school will be brought into disrepute.
- The school premises will not be let for functions where a Public Entertainment Licence is required.
- The hirer will not sub-let the premises to another person.
- Regis Manor Primary School is a Smoke Free Zone; therefore, there must be no smoking (or vaping) at all on the school premises.
- There must be no loud music that would cause a nuisance to people living in the local community to the school. Any loudspeakers must be moderated.
- The hirer is responsible for securing the necessary licence or permission for the live performance and playing recorded copyright material.
- No food or drink is to be brought on to the premises/cooked on the premises without the prior agreement of the Office Manager/Site Manager. **NO ALCOHOL SHALL BE SOLD OR CONSUMED ON THE PREMISES.**
- The school buildings should be left in the state they were found.
- There will be no lets on public holidays (e.g. Bank Holidays, Christmas, Easter etc.) unless agreed in advance with the Office Manager. Extra charges may apply.
- Any children on the school site must be supervised by a responsible adult.
- Parking is at your own risk.
- No animals are permitted on the school site unless they are registered guide dogs or hearing assisted dogs.
- Bonfires must not be lit.
- No marking out of pitches may be done except by authorisation by the Head of School / Site Manager.
- Footwear which is likely to cause damage to floors must not be worn i.e. spiked boots or shoes. French chalk or its equivalent must not be put down when the hall is used for dancing.

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- All promotional literature/newsletters produced by the hirer in advance of a let must be sanctioned by the Head of School prior to distribution.
- Members of the public must not be admitted to the premises after 10.00pm.
- Casual spectators, not connected with the letting, must not be admitted.

d. Health & Safety

- The hirer is responsible for providing supervision during the course of the letting and must satisfy the Headteacher that the arrangements being made are adequate.
- The hirer should ensure that they are familiar with the fire exits and fire alarm procedures as well as the location of the first aid box. It is the hirers responsibility to make their own arrangements for a qualified first aider to be in attendance.
- The hirer shall ascertain and comply with any special fire precautions and requirements contained in music, singing and dancing, Theatres or any other licences appropriate to the intended use of the premises.
- The hirer is responsible for ensuring that there is no overcrowding such as would endanger public safety and for keeping clear all gangways/passages and exits.
- Flammable materials shall not be used for the decoration of the premises unless such materials have been rendered flame retardant and are maintained in that condition.
- No electric fires, gas fires or other heating appliances may be brought into the buildings without the prior consent of the Head Teacher.
- No temporary or permanent electrical installations are permitted nor is temporary wiring to be connected to circuits or fuse boards feeding the main lighting.
- All accidents or near misses should be recorded and reported to the Site Manager as soon as possible.

e. Electrical Equipment

- All additional stage lighting equipment that may be required should be kept entirely separate from the existing installation, portable dimmer units being provided where required; no extensions shall be permitted from the existing dimmer equipment without the approval of the Site Manager.
- All temporary equipment shall be bonded to the main system of earthing in accordance with Part 4 of the IEE Regulations.
- All temporary installations which have been installed shall be disconnected from the permanent installation immediately after the occasion for which they have been used.
- Any special requirements or installations that are to be approved, or any item that requires clarification, shall be brought to the notice of the Site Manager seven days prior to the proposed date of the required installation.

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- Thorough checks should be made by the hirer at the end of the letting to ensure that no smouldering fires or cigarettes are left burning and that all doors and windows are properly secured.
- All electrical equipment brought in by the hirer, must be PAT tested. Should a fire or damage occur as a result of equipment brought in by the hirer, the hirer will be fully responsible.

f. Equipment/Furniture

- Stage lighting, Audio and Visual Equipment: The school's equipment may be operated only by competent persons approved by the school. The hirer remains liable for any damage; loss or theft of school equipment they are using.
- Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating the drilling of nails or screws into fixtures of the school fabric will be permitted. In the event of any such damage to the premises or property the school shall make it good and the hirer shall be liable to pay the cost of the repairs.

g. Operational

- The School and Swale Academies Trust agents reserve the right of access to the premises during any letting. The Headteacher will monitor activities from time to time.
- The hirer is responsible for vacating the premises promptly at the end of the let and for supervising children until they are collected and for ensuring named adults collect them. In the event of an emergency the hirer should also have an emergency contact telephone details.
- The lettings rate as indicated in the attached table will be applied to all bona fide community groups.
- It will be the duty of the hirer to ensure that the school's facilities are left clean and tidy at the end of each letting. Please report any damage or breakages to the premises staff at the end of the letting.
- There will be additional charges for the following:
 - ☐ additional cleaning at the end of the let
 - ☐ breakage or damage
 - ☐ overrunning of the agreed lettings time
 - ☐ storage of equipment/materials/furniture
 - ☐ use of equipment (e.g. overhead projector)

h. School Administration

- Decisions whether to permit lettings will be made by the Headteacher following recommendations from the Office Manager.
- Where the school is used as a polling station the local authority will pay the Council agreed charge to the school.
- The school will be responsible for ensuring that the building meets the appropriate health and safety requirements, which will include adequate heating and the provision of chairs as required.

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- The building will be opened and closed at the agreed booking times. Should you experience any difficulties during the time of the let you will be provided with a contact name and number when your booking is confirmed for your information.
- The school reserves the right to withdraw the use of any facility at any time if, in its opinion, it is unfit for use. Any hiring fee will be refunded and the school will not accept liability for any other expenditure incurred or loss sustained by the hirer.
- Bodies, organisations or individuals booking the school's premises may not grant broadcasting (sound or television) or film rights without the prior, written consent of the Head Teacher.

LICENCES

- **The school premises will not be let for functions where a Public Entertainment Licence is required.**
Licences are generally required for:

- ☒ Performing plays
- ☒ 'Public dancing, music or other public entertainment of a like kind' under the Local Government (miscellaneous Provisions) Act 1982
- ☒ Games of bingo and other games of chance

If in doubt, the hirers must ascertain from the school whether or not a licence is required.

- The school's premises are not licensed under the Cinematography Act and no inflammable films or materials of an inflammable nature shall be used.
- Hirers of educational establishments are required to furnish details to the Performing Rights Society of 'all musical works, whether published or in a manuscript, performed at the premises vocally, instrumentally or mechanically, at entertainments for which a charge is made'.
- Where commercial sound recordings are to be used publicly, a licence to use such recordings should be obtained from Phonographic Performances Limited. Application forms may be obtained from them on request.

HOW TO BOOK

- Ensure that you have carefully read the lettings policy and procedures and understood all the conditions that apply.
- Contact the Office Manager to check available dates and times.
- Request a booking via [School Hire](#).
- On receipt of the completed booking form the Office manager will seek the authorisation of the Headteacher for the booking to go ahead.
- If the booking is confirmed by the Headteacher you will receive confirmation of your booking within 5 school days. If you do not receive confirmation, please contact the Office Manager.

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- If the booking is not approved, you will receive written notification or if the date of the event is imminent a phone call will be made and followed up in writing.
- The Headteacher may authorise the payment of a damage retention charge (reclamation fee) for certain events. This refundable charge is to be paid in addition to and at the same time as the hire charge.
- Pre Let Site Survey: By arrangement with the Site Manager, the hirer should visit the school before the hiring to view the facilities and to discuss the let. This will include access, fire regulations, security and use of equipment (as appropriate) relating to the site.

COMPLAINTS PROCEDURE

By the Hirer

- At the end of each let the Site Manager will record any issues (i.e. breakages, damage, cleanliness, ending time etc.) on a record sheet, which must be agreed and signed by the hirer on the day of the let.
- Any complaints by the hirer should be brought to the attention of the Site Manager on the day in question. This must be confirmed in writing to the Office Manager, which must detail the problems/complaint.
- The Office Manager must investigate all complaints and send a written reply within 7 working days following receipt of a written complaint.

By the School

- Any issues identified by the Site Manager must be put in writing to the Office Manager for investigation within 24 hours of any incident.
- Upon receipt of a complaint the Office Manager must notify the hirer and Head of School in writing of the complaint within 48 hours. The Office Manager should then conduct an investigation and send a full written reply within 5 school working days. This may include a request for an additional payment.
 - ❖ If the hirer is still unsatisfied with the outcome of their complaint they must refer their complaint to the Headteacher within 5 school working days.

CHARGES

CHARGES		
LOCATION	WEEKDAYS	WEEKEND
Large Hall	£25 per hour	£25 per hour
Small Hall	£15 per hour	£15 per hour

The letting rates take into account the costs to the school of caretaking, opening and closing of the facilities by the school staff, energy, wear and tear and administration.
Due to insurance reasons the hirer will not be allowed to have their own set of keys to open / close the school, including long-term lettings.

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CANCELLATIONS

All cancellations by the hirer must meet the following conditions:

- 24 hours' notice for a single event and a weeks' notice for regular bookings.
- If less than one-week notice is provided for a regular booking, full payment will be charged for the cancelled booking. In the event of a breach of contract, termination can be made immediate.

Should the school become unavailable for any reason, where possible, the school will provide notice to the hirer as soon as possible.

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APPENDIX ONE

Safeguarding and child protection

You should:

- have an effective **safeguarding and child protection policy** in place
- have a **staff behaviour policy** (sometimes called a code of conduct)
- be aware of and have **training** on the specific safeguarding issues (including online) that can put children at risk of harm
- have clear **procedures on what to do if there are concerns** about a staff member, volunteer or another adult who may pose a risk of harm to children
- appoint a **designated safeguarding lead (DSL)**,¹⁰ who has undertaken safeguarding and child protection training (including online)
- provide parents or carers with a **named individual** (such as the DSL or another named member of staff) so they can raise safeguarding concerns
- if you're a lone provider, give parents or carers the **contact details of your local authority's children's services** or the NSPCC helpline number
- know the **local referral route** into children's social care
- report any allegations of harm** to a child to both your local authority designated officer (LADO)¹¹ and the police as soon as reasonably practicable
- know if the **legal duty to refer** to the Disclosure and Barring Service applies to you and ensure you make referrals when appropriate

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Suitability of staff and volunteers

You should:

- make sure staff and volunteers have had **relevant pre-employment checks**, for example:
 - DBS check
 - verification of identity
 - references
 - right to work
- have **regular performance reviews** in place to check the suitability and training requirements of staff and volunteers after their appointment

Governance

You should have:

- a clear **complaints procedure**
- an effective **whistleblowing policy**
- a clear **staff behaviour policy** (code of conduct)
- a clear **line of accountability** for safeguarding which runs throughout your organisation, including at the most senior level
- a clear **record of the safeguarding training** provided to staff and the schedule of refresher training

Health and safety

You must

- consider the **suitability and safety of the setting** for employees, children and young persons, taking steps to **reduce any risks identified**
- have a **fire safety and evacuation plan**
- have **paediatric first aid training** where children aged 5 and under are attending the provision (unless you're exempt from registration with Ofsted)

You should also:

- have **first aid training** and a **first aid kit** to hand as well as awareness of what to do in an emergency where children aged over 5 are attending
- have more than one **emergency contact number** for each child
- make sure you **know of any medical concerns** or allergies

