



Westfield Primary Community School Lettings Policy

Approved by	Resources Committee
Date	April 2024
Review Date	April 2027

Vision for Westfield

Together we strive to:

Inspire a love for our community through mutual respect, teamwork and the shared belief that anything is possible

Create a learning culture which recognises potential, celebrates achievement and respects individuality

Nurture strong relationships in a safe and secure environment, where opinions are valued and kindness is the core

1. Legal framework

1.1. This policy has due regard to all relevant legislation including, but not limited to, the following:

- The School Premises (England) Regulations 2012
- Health and Safety at Work etc. Act 1974
- The Health and Safety (First-Aid) Regulations 1981
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR)
- Counter Terrorism and Security Act 2015
- The General Data Protection Regulations (GDPR)
- Education Act 1996

1.2. This policy has due regard to the following guidance:

- DfE (2015) 'Advice on standards for school premises'
- DfE (2020) 'Keeping children safe in education'
- DfE (2015) 'The Prevent duty'

1.3. This policy operates in conjunction with the following school policies:

- **First Aid Policy**
- **Health and Safety Policy**
- **Child Protection and Safeguarding Policy**
- **Data Protection Policy**
- **Lone Working Policy**

The Governing Body regards the school buildings and grounds (which are owned by City of York Council) as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils, the promotion of equality of opportunity and the community cohesion of the local area. Any lettings of the premises to outside organisations will be considered with this in mind.

Definitions

A letting may be defined as:

“Any use of the school buildings and ground by parties other than the school and its partners. This may be a community group (such as a local music group or football team).

Or, a commercial organisation (such as a theatre group)”.

The following activities fall within the corporate life of the school. These activities are not considered to be lettings and costs arising from these uses are therefore a legitimate charge against the school’s delegated budget.

- Governing body meetings
- Extra-curricular activities for pupils organised by the school
- School performances
- Parents’ meetings.

Priority for lettings

The Governing Body is mindful of the needs of the local area. The following lettings are especially encouraged:

- Educational activities open to school pupils and their families
- Recreational activities open to school pupils and their families
- Activities organised by local community groups for the benefit of the local community
- Lettings to parents of current pupils of our school
- Lettings to people living in the school’s local community

The following activities are not considered to be appropriate for lettings as they are either well provided for in the local area, are not deemed to be compatible with the ethos of the school or are not able to be accommodated within the schools facilities.

- Commercial activities with little potential to generate income or support for the school
- Events selling alcohol
- Activities promoting gambling

The Headteacher has the authority to refuse any Application for Hire which is considered an inappropriate use of school premises.

Letting charges

The Governing Body is responsible for setting charges for the letting of the school premises. These are set out in the Schedule of Charges.

The scale of charges will be reviewed annually by the Governing body for implementation with effect from 1st September of that year. Details of current charges will be provided in advance of any letting being agreed. For the purpose of charging, the Head teacher, Deputy Headteacher and School Business Manager are empowered to offer any discounts or agree a subsidy for any lettings, as they deem appropriate. The basis of charging will be determined by reference to the attached schedule.

The minimum hire period will be two hours. The school reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses. The school will seek to recover any cost incurred by the school that are unavoidable and result directly from the cancellation of a letting. The timescale and charges for cancellations are set out in the Terms and Conditions of use.

Letting times, available facilities and equipment:

The following times, facilities and available equipment are agreed as follows:

- Monday to Friday – 5:30pm to 9:00pm.
- Saturday/Sunday/School Holidays – 9:00am – 4:00pm with the exception of Bank Holidays.

Variations to times will be subject to the approval of the Headteacher.

Conduct of users

This is set out in the Rules of Hire for use of school premises.

Security

The Headteacher has delegated authority to determine the security risk for each letting and will be responsible for allocating either a continuous security presence or other control measure deemed necessary for any let.

Management of lettings

The Governing Body has delegated day-to-day responsibility for lettings to the Headteacher in accordance with the Governing Body's policy. Where appropriate, the Headteacher may delegate all or part of this responsibility, such as security, child protection to other members of staff, whilst still retaining overall responsibility for the lettings process. If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, she may consult with the Governing Body.

Considering applications for lettings

Organisations seeking to hire the school premises should approach the School Business Manager in the first instance. Details of charges and conditions of use should be given or

referred to.

An Application for Hire Form, a copy of which is attached to this policy, should be completed at this stage. A record of all enquiries should be kept on file.

The Headteacher will decide on the application with consideration to:

- the priorities for lettings agreed by Governors as set out in this policy
- the availability of the facilities and staff
- the schools equal opportunities, health and safety, child protection policies
- the health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.

Issuing a Lettings Contract

Once a letting has been approved, a letter of confirmation will be sent to the hirer, enclosing a copy of the terms and conditions and the Lettings Contract. The Lettings Contract should then be signed and returned to the school. The school shall be in receipt of these signed copies before a letting takes place. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges. Payment is required in advance of the letting. An official receipt will be issued for all payments received. All lettings fees received will be paid into the school's individual bank account. The income and expenditure relating to lettings should be clearly recorded by the school and reported under the guidelines for Consistent Financial Reporting.

The Headteacher on behalf of the Governing Body has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given in writing and payment received in full. The reason for refusals should be recorded on the bottom of the application for lettings form and fully explained to the enquirer.

Record Keeping

The school is required to keep the following records, together with the completed Application for Hire forms:

Date/s of Letting	Hirer's Name	Activity	Hire Charge	Confirmed Hirer's has own Liability Insurance

Records of incidents and accidents, enquiries, and any lettings refused must also be kept in order to inform Governors within the annual report.

Westfield Primary Community School**LETTINGS CHARGES**

SCHOOL HALL (Incl. Community Hub)	Up to 2 hours	Additional Hour or Part
Price	£35	£10
The Den	Up to 2 hours	Additional Hour or Part
Price	£30	£10
Community Hub	Up to 2 hours	Additional Hour or Part
Price	£25	£5
School Field (without toilets)	Up to 2 hours	Additional Hour or Part
Price	£25	£5

CONCESSIONARY CHARGES:

- The school may, at the discretion of the Headteacher, allow organisations connected with the school to use the playground/sports field free of charge or at a concessionary rate.
- The Headteacher, the Deputy Headteacher and the School Business Manager are permitted to offer any discounts or agree a subsidy for any lettings, as they deem appropriate.



Westfield Primary Community School
 Askham Lane
 Acomb
 York

APPLICATION FOR HIRE FORM

Telephone: 01904 555295
 Email: office@westfieldprimary.co.uk

Hirer's details

Name of person or organisation:		Please specify the approx. number and age group for your activity and state whether male / female / mixed:	
Type of activity:			
	Details for invoice	Details of 1 st contact	Details of 2 nd contact
Title			
Surname			
Forename			
Address			
Post Code			
Home Phone			
Mobile Phone			
Email address			
Please indicate which contact will act as the Fire Marshall for your party:			

Facility to be hired – please tick

KS2 Hall (Incl. Community Hub)		The Den		Community Hub	
Sports Field - external facilities only		Additional equipment required			

Times & dates – Please complete both options in case your first choice is not available

	Start Time	Finish Time	Day of the Week	Period of Hire
1 st choice				
2 nd choice				

School may be able to provide additional equipment for the use of the Hirer for an additional cost e.g. PE Mats. Please specify any additional equipment required:

Additional equipment	
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I understand that the booking is not confirmed until I have received confirmation from the School. **I understand that all hirers using the facilities are required to have liability insurance to at least £1m (see Rule 23).** I accept and understand the general Rules of Hire of the School supplied with this form.

Name	Signature	Date

Westfield Primary Community School – Rules of Hire (Letting)

GENERAL

1. Anyone using the facilities without prior booking arrangements with the School is trespassing.
2. If children are attending as part of the letting, as a provider, you and your staff and volunteers have a duty of care toward the children who attend. This means that by law you must take reasonable steps to ensure the safety of the children and to protect them from harm. School may request proof of safeguarding training where appropriate;
3. The Hirer (s) shall:
 - 2.1 comply with all reasonable instructions and requests of the School;
 - 2.2 ensure that the part of the premises and any equipment used is left in a clean, tidy and orderly condition at the end of use;
 - 2.3 refrain from any conduct which is unseemly or which might cause annoyance, offence or danger to other users of the premises. The School will not tolerate abuse to its staff or other customers. In the event of any in your party causing offence, that person will be asked to leave the premises and your booking may be cancelled without refund;
 - 2.4 ensure all children under 16 are fully supervised at all times by responsible adults;
 - 2.5 park all vehicles, including bicycles and mopeds, in the designated parking areas and are left at the owners' risk. Under no circumstances should any vehicle, including bicycles or mopeds, be taken onto the School grounds beyond the designated parking areas;
 - 2.6 ensure all refreshments are consumed in areas designated by the School;
 - 2.7 provide First Aid equipment appropriate to their activity and ensure a suitably trained First Aider is on duty during the let.
 - 2.8 vacate the premises by no later than 9:00pm to avoid any noise complaints from neighbouring residents.
4. The Hirer (s) shall NOT:
 - 3.1 Sub-let the facility.
 - 3.2 Permit smoking in any part of the School. The entire School is a non-smoking site including the grounds
 - 3.3 Move equipment or furniture without prior permission.
 - 3.4 Leave the premises unattended. A named person on the Booking Form will therefore be expected to be on the School premises at all times throughout the duration of the letting.

- 3.5 Use the facility for any other purpose than that specified on the booking form
- 3.6 Bring onto the premises or consume any dangerous, obnoxious, illegal or alcoholic substances.
- 3.7 Bring any animals, except dogs supporting those with disabilities, into the School or its grounds.
- 3.8 Sell or supply to other users any goods of any description whatsoever without the School's prior permission.
- 3.9 Put up any posters, flags, emblems or other interior decorations without the School's prior permission.

ADMISSION

5. The School may refuse the admission of any person without giving a reason for so doing and may similarly require any person to leave the facility.

FEES & CHARGES

6. Details of fees and charges may be obtained from the School Office.
7. The School reserves the right to alter charges and availability of the facility.
8. Any casual bookings must be paid for in full before using the facilities.
9. Invoices for regular bookings must be paid according to the Terms stated on the invoice, except in circumstances approved by the School in advance of using the facilities.

BOOKINGS & CANCELLATIONS

10. The School reserves the right to cancel bookings, when possible, with appropriate notice.
11. In exceptional circumstances the School reserves the right to cancel a booking without prior notice; for example if a sports pitch is unfit for use or the Hall is required for external examinations.
12. A period of 7 full days notice in writing is required from the hirer to cancel any regular booking.

LICENCES

13. The hirer will observe all regulations applicable to any on-licence music, dancing and entertainment in operation at the School.
14. If copyright work is to be performed, the hirer must obtain a licence from the owner of the copyright and submit a copy with the booking form. The hirer shall indemnify the City of York Council against any infringement of copyright occurring during the letting.

HEALTH & SAFETY

15. The hirer should ensure that all members of their party are fully aware of the School's fire regulations and evacuation procedure. Information is available from the Site Manager/Fire Officer.
16. Use of the facilities and any equipment provided is entirely at the hirer's own risk and hirers must ensure full supervision is provided throughout the letting. Hirers are advised to check facilities and equipment before use and report any defects to a member of the School staff.
17. All electrical equipment brought onto the site by hirers must be PAT tested and within testing expiry date.
18. Users are required to change into appropriate non marking footwear before their activity commences. No studded or bladed footwear is permitted indoors and on artificial pitches.
19. City of York Council or the School will not be held liable for any accident or injury arising due to the actions of customers using the facilities and the hirer shall indemnify the City of York Council or the School against all actions, claims, demands, losses and liability in respect of any breaches of its obligations under this hire agreement.
20. All accidents should be reported immediately to a member of the School staff, if available, and a written report of the incident must be submitted within 24 hours to the School.
21. All hirers must have a mobile phone in case of emergency.

INSURANCE

22. Westfield Primary Community School requires individual clubs or groups using the facilities to have their own liability insurance to at least £5m. Third party insurance cover is readily available through most insurance brokers, or may be available through affiliation to a recognised governing body. A copy of the insurance certificate must be given to the School with your application.

PERSONAL PROPERTY

23. The City of York Council or the School does not accept responsibility or liability for any damage to or loss of any articles of personal property placed or left in any part of the School.

DAMAGE & BREAKAGES

24. Hirers are responsible for reimbursing the School for the cost of repairing any damage to premises and/or equipment caused during or as a result of their letting.

The above general rules should be read in conjunction with the school's regulations and/or conditions of hire relating to specific facilities and/or equipment. If applicable, these are available from the School.

SECURITY

25. Hirers may be responsible for a key to the building, a code lock combination and an alarm code. Hirers **MUST NOT** share this information with any third party.

26. If hirers misplace any keys, or feel that any of the codes have been comprised, they must inform school immediately. Hirers will be responsible for the cost of any replacement locks/keys.

27. Hirers will be given an emergency contact number for the Site Manager in case of any security breach.

The Hirer accepts all of the conditions of hire as set out above.

Name	Signature	Date