

# **St Nicholas School**

## **Lettings Policy**



**St. Nicholas School Canterbury**

<b>Policy Created</b>	<b>July 2023</b>
<b>Governing Body Committee</b>	<b>F &amp; R Committee</b>
<b>SLT responsibility</b>	<b>Stephen King</b>
<b>Date Reviewed by Governing Body</b>	<b>16/10/23</b>
<b>Date of Next Review</b>	<b>July 2024</b>

## **LETTINGS POLICY**

St. Nicholas School believes that provided there is no interruption to, or curtailment of, school use of the premises, part of the school buildings and grounds may be let to outside bodies during the school day, after the end of the school day, at weekends and during the holidays, in order to:

- Raise income for the school.
- Better integrate the school into the local community.
- Satisfy some of the needs of local individuals, groups and organisations.
- Increase the use of facilities which are of necessity underused by the school.

## **POLICY INTO PRACTICE**

### **Bookings**

Bookings are made through the representative of the school as authorised by the Governing Body and confirmed in writing.

- School and PTFA activities have priority.
- No bookings are confirmed more than four (4) months in advance although provisional bookings may be made at any time
- Users sign a contract that covers:

Terms and conditions relating to type of and length of use

Cancellation

Damage

Insurance

Charging

Restrictions on use

Licensing for the sale of alcohol or public performances

Parking

The contract may be updated annually or termly

Payment is in advance for all lettings with individual arrangements for regular users

Outline charges are set by the Headteacher/Governors and reviewed annually

Specific charges are set at the time of the contract

A diary is kept covering all school, PTFA and outside use of the premises and grounds after school, in evenings, at weekends and during holidays

St. Nicholas School, in all relevant policies and procedures, seeks to eradicate unfair and discriminatory practices, especially those that are to the detriment of pupils on the basis of their membership of any group, including gender, sexual orientation, family circumstances, ethnic or national origin, disability (physical or mental), religious or political beliefs.

### **Roles & Responsibilities:**

The "school authorised representative" is responsible for the construction and regular

update of the lettings diary.

- The PTFA secretary and individual teachers are responsible for informing the authorised school representative a term in advance of events outside teaching hours which will use the school premises.
- Opening and closing the school is undertaken by the Site Manager or by prior agreement with an authorised member of the keyholding staff.
- Supervision of delegates and the activities during the letting is the responsibility of the user. The user is also responsible for the security of the area of the school being used.
- Post letting checks are made by the Site Manager and reported to the school authorised representative.

### **Health and safety**

The school will make quite clear that as part of the contract for using the school premises the health and safety responsibilities for the duration of the session rest with the organiser. The school will accept responsibility for the fabric of the building and any facilities or equipment stated as part of the hire, at the beginning of the hire. The hirer is responsible for any damage to the equipment or facilities of the school and will be expected to make good the damage caused.

The hirer will also be expected to comply with the school policies for the use of the following facilities:

- Child Protection
- Use of the Hydrotherapy pool
- Use of the "gym" area
- Use of the Sports Hall
- Use of the Food Technology Room

### **Child Protection**

This policy is fully compliant with Keeping Children Safe in Education 2023. Where services or activities are provided separately by another body using the school facilities / premises, the headteacher and the governing body will seek written assurance (via the Site and / or Office Managers) that the organisations concerned have appropriate procedures in place regarding the safeguarding of children and vulnerable adults and/or child protection - If the organisation provides services for children the school will also ask for a copy of their specific child protection policy and procedures. The school will also seek assurance that relevant safeguarding checks have been made in respect of staff and volunteers. If the relevant assurances and policies are not achieved prior to the booking date, the application to use the premises will be refused.

If the organisation using the school facilities have concern about a child protection matter concerning the pupils of the school they will report it to the on-duty DSL that is present, as well as following their own child protection policy. If the organisation has a conduct concern involving a member of their own staff, the organization leader will report it to the school headteacher or, in his absence, the DSL who will follow the school child protection policies and procedures (including reporting the matter to the KCC LADO service) as the practice concern has taken place on our site.

### **Monitoring & Evaluation**

The success of lettings can be equated to the additional income raised for the school, less the cost of any reasonable wear and tear made during lets to the furniture and fabric of the school, costs of additional heating and Site Manager's wages and administrative costs.

The Governing Body reserves the right to implement changes to the charges set out in the relevant appendix at any time.

## EQUALITY, SAFEGUARDING AND EQUAL OPPORTUNITIES STATEMENT

St Nicholas School, in all policies and procedures, will promote equality of opportunity for students and staff from all social, cultural and economic backgrounds and ensure freedom from discrimination on the basis of membership of any group including gender, sexual orientation, family circumstances, ethnic or national origin, disability (physical or mental), religious or political beliefs.

As part of our commitment to meet the Public Sector Equality Duty (PSED), St Nicholas School aims to:

- Provide equal opportunity for all;
- Foster good relations, and create effective partnership with all sections of the community;
- Only take actions which does not discriminate unlawfully in service delivery, commissioning and employment;
- Provide an environment free from fear and discrimination, where diversity, respect and dignity are valued.

All aspects of Safeguarding will be embedded into the life of the School and be adhered to and be the responsibility of all staff.

## LINKS TO OTHER POLICIES

Finance Policy  
Charging and Remissions Policy  
Health and Safety  
Premises Management  
Health and Safety  
Child Protection

## APPENDICES

For short term hires  
(Long-term hire costings made in agreement with the school)

### 1. COSTINGS

Conference room (9.00am – 4.00pm)

Commercial organisations	£35 per hour (Max. £155)
KCC organizations	£30 per hour (Max. £120)
Voluntary Organisations	£30 per hour (Max. £90)

Use of Classrooms evenings (3.30pm – 7.00pm)/school holidays (9.00am – 4.00pm)

Commercial organisations	£40 per hour
KCC organizations	£30 per hour
Voluntary Organisations	£30 per hour

Hydrotherapy Pool

Commercial organisations	£65 per hour
KCC organizations	£45 per hour
Voluntary Organisations	£35 per hour
Individuals (by arrangement)	

Mini-buses – no external hiring unless to a group carrying disabled passengers - £100  
+ fuel

Appendix 1

BOOKING FORM 2023

ST. NICHOLAS SCHOOL

Request for use of Establishment by Community User

This form to be completed by the Hirer and submitted to the Headteacher

Name of Organisation:	
Name, Address & Tel. No. of Applicant:	
Use to be made of premises:	
Target audience for use of premises	<input type="checkbox"/> <b>Children and /or Vulnerable Adults</b> <input type="checkbox"/> Adults only
<b>If St. Nicholas School Premises are to be used by Children and / or Vulnerable Adults:</b>  <b>Child (or Vulnerable Adult) Protection Statement (2023)</b>	<input type="checkbox"/> I enclose a copy of our organisation's Child (or Vulnerable Adult) Protection Policy  <input type="checkbox"/> I confirm that all of our staff have received appropriate Child (or Adult) Protection training that is in line with our statutory responsibilities (i.e. Keeping Children Safe in Education, 2023).  <input type="checkbox"/> I confirm that our staff will follow our organisation's Child / Adult Protection policy whilst using St. Nicholas School premises and will report / refer concerns to social services as required.  <input type="checkbox"/> I confirm that our staff will report any Child / Adult Protection concerns involving any student on the Nicholas School roll to an available DSL or via the email address – <a href="mailto:safeguarding@stns.org.uk">safeguarding@stns.org.uk</a>  <input type="checkbox"/> I confirm that OUR ORGANISATION will refer any conduct concerns of OUR OWN STAFF that may occur whilst on the premises of St. Nicholas School to the St. Nicholas School DSL via the Safeguarding email address- <a href="mailto:safeguarding@stns.org.uk">safeguarding@stns.org.uk</a> , who will refer the matter to the Kent LADO service.
Agreement with school policies and any induction procedures:	
Maximum number of persons:	
Accommodation required:	

With/without heating (delete as applicable)	
Days:	Dates:  Times:
Furniture/Equipment required:	
Insurance: KCC insurance will be applied to non-commercial hirers unless details of your insurance and a copy of the policy are supplied. Commercial hirers must have their own insurance. Hirers accept their responsibility to make good any damage occurring during their hire.	
Caretaking requirements: (e.g. None, opening and closing only, for the duration of the letting, to be agreed)	
Child protection or Safeguarding of vulnerable adults	<p>I confirm that (if) our organisation is providing a service for children or vulnerable adults we have completed the relevant DBS checks on their supervising staff - Yes <input type="checkbox"/> or No <input type="checkbox"/>.</p> <p>I confirm that (if) our organisation is providing a service for children we provide to St. Nicholas School a copy of our current Child Protection policy - Yes <input type="checkbox"/> or No <input type="checkbox"/>.</p>
Date:	Signature of Hirer: (Or print name if emailing)

### For Office Use:

Application approved ☐ Refused ☐

Agreement form sent ☐ Date:

Receipt of accepted copy ☐ Date:

Invoice sent:			
Payment received			

### TERMS AND CONDITIONS

#### 1. CANCELLATIONS will be charged as follows:

- 2 – 4 weeks NIL cost
- 3 days – 2 weeks 50% of hire cost
- Less than 3 days 75% or hire cost + 100% of refreshments ordered

St. Nicholas reserves the right to cancel a booking at short notice in the event of circumstances affecting the efficient running of the school

## 2. DAMAGE

The hirer shall not permit or suffer any damage to be done to the hired premises or any furniture or equipment therein, and shall make good to the satisfaction of the school, and pay for any damage thereto (including accidental damage) caused by any act or, neglect by himself, his agents or any person on the hired premises by reason of the use thereof by the hirer.

## 3. INSURANCE

If non-KCC then any organisation will need to evidence their public liability insurance cover.

St. Nicholas School will not be liable for

- (a) any damage or loss of any property brought on to or left upon the hired premises either by the hirer or by any other person:
- (b) any loss or injury which may be incurred by or done by or happen to the hirer or any person resorting to the hired premises by reason of the use thereof by the hirer;
- (c) any loss to breakdown or machinery, failure of electrical supply, fire, flood or government restriction which may cause the hiring to be interrupted or cancelled; and the hirer shall be responsible for and shall indemnify the school, its servants and agents against all claims, demands, actions and costs arising from the hirer's use of the hired premises or from any loss, damage or injury suffered by any person arising in any manner whatsoever out of the use of the hired premises by the hirer.

## CHARGING

- 1. The charging regime is set out in the appendix to the school's Lettings Policy
- 2. The school reserves the right to amend the charges at any given time

## RESTRICTIONS ON USE

- a) Lettings are only for the purpose agreed in the contract
- b) Users must only enter the premises and have left the premises completely by the arranged times
- c) Time over the agreement will be charged
- d) The school cannot provide telephone facilities
- e) THE SCHOOL HAS NO LICENCE FOR ALCOHOL OR PUBLIC PERFORMANCE.

- 3. The hirer/hirers shall during the hiring be responsible for:

- a) Taking all measures necessary to ensure that the permitted number of persons using the hired premises is not exceeded
- b) The efficient supervision of the hired premises and for the orderly use therefore, including the observance of the Governors' policy of not smoking on school premises.
- c) Ensuring that all proper safety measures are taken for the protection of the users of the premises and equipment, including adequate adult supervision where young people are concerned.
- d) Familiarising themselves and the users of the premises with the fire alarm positions,



the locations of the fire fighting equipment and the establishment's exit routes.

e) Ascertaining the location of the nearest emergency telephone.

g) Compliance with the Food Safety Act where facilities are involved

h) Compliance with recommendations contained within the Pool Policy in respect of Health & Safety

i) Compliance with child protection and safeguarding of vulnerable adults "safe" practices.

#### USE OF ST. NICHOLAS PARKING AREA

a) Users of the school are able to park in the school car park, there are no guarantees of space being available

b) The school accepts no liability for cars parked in its car park

c) Cars must be parked in the allotted areas

d) Users will be expected to respect the school's neighbours and arrive and leave in a quiet and orderly way.

#### USE OF ST. NICHOLAS PLAYGROUND EQUIPMENT

The school accepts no liability for any unauthorised use of the playground equipment. All hirers using the walkways across the playground, should be aware that children should be closely supervised at all times, and that the use of any equipment is solely at the user's risk.

## Appendix 2 – Buildings and Playground fire evacuation letter

### **Re: Essential Fire and evacuation information for individuals/groups hiring to use an area of the building or playground of St. Nicholas School for an external letting.**

Dear Sir or Madam,

You are being provided with this information because you have entered into a one-off or regular letting agreement to use of the building or the playground areas of St. Nicholas School.

The essential (fire and evacuation) information you will need is as follows:

#### **ON ARRIVAL...**

1. On you approach to St. Nicholas School the buildings, car park and /or entrance to the hydro pool will be will be open for you.
2. Please see the on-call site management staff member on your arrival to report that you are onsite.
3. Make sure that you have a team leader present prior to the planned start time of your activity - they are to make a visual risk assessment environment in their area of use to ensure that it is safe, clean and has no obvious faults / faulty (playground) equipment. If you do identify any faults or hazards please report them to the duty Site Management staff who will be onsite. NB: If the site team identify any hazards they will either remove them or tape off an area to indicate that it is temporarily out-of-use.
4. The team leader should be ready to accept any children who are dropped off and escort them to your designated area of use.

NB: please keep all children away from the hydro pool entrance if it is open as this could present a risk of drowning for unaccompanied or unauthorised individuals.

***List of On-Call Site Management Staff – Kenny (07715 128339), Simon (07881 025579) or Jon (07732 089323).***

#### **IF YOU NOTICE A FIRE...**

1. Please press the nearest (red) fire alarm call point.
2. Please follow the emergency exit signs and leave by the nearest fire door and make your way to the Fire Assembly Point – The large playground next to the Multi-Use Games Area. This area is indicated by a large "Fire Assembly Point" Sign.
3. If area of magnetic door locking is still engaged, please press the green call point button to allow an emergency release of the door.
4. The site team will inform you of what to do next and whether it is considered safe to re-enter the building.

#### **IF YOU HEAR THE FIRE ALARM...**

1. Please follow the emergency exit signs and leave by the nearest fire door and make your way to the Fire Assembly Point – The large playground next

to the Multi-Use Games Area. This area is indicated by a large "Fire Assembly Point" Sign.

2. If area of magnetic door locking is still engaged, please press the green call point button to allow an emergency release of the door.
3. The site team will inform you of what to do next and whether it is considered safe to re-enter the building.

NB: It is your responsibility to make all of your service users aware of this important safety information prior to their use of our school facilities. St. Nicholas School reserves the right to cancel your activity, during an active session, if the circumstances are not considered safe for you to continue.

Many thanks and we hope you enjoy your time at St. Nicholas School.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'SK', with a stylized flourish at the end.

Stephen King

Deputy Headteacher / H & S Officer  
St. Nicholas School, Canterbury

### Appendix 3 – Hydro pool fire evacuation letter

#### **Re: Essential Fire and evacuation information for individuals/groups hiring to use the Hydrotherapy Pool of St. Nicholas School for an external letting.**

Dear Sir or Madam,

You are being provided with this information because you have entered into a one-off or regular letting agreement to use of the Hydrotherapy Pool area of St. Nicholas School.

The essential (fire and evacuation) information you will need is as follows:

#### **ON ARRIVAL...**

5. On you approach to St. Nicholas School the buildings, car park and/or entrance to the hydro pool will be open for you.
6. Please enter by the large green gates to the rear of the school, in the car park area.
7. Please see the on-call site management staff member on your arrival to report that you are onsite.
8. A pool chemical test will have been completed for PH- and chlorine to ensure that the pool water is clear and is safe to use. The Site Management staff will let you know if the water balance is safe to use.
9. Make sure that you have a team leader present prior to the planned start time of your activity - they are to make a visual risk assessment of environment in their area of use to ensure that it is safe, clean and has no obvious faults / faulty (playground) equipment. If you do identify any faults or hazards please report them to the duty Site Management staff who will be onsite. NB: If the site team identify any hazards they will either remove them or tape off an area to indicate that it is temporarily out-of-use.
10. If you need to contact the site team please do so using the numbers: Kenny (07715 128339), Simon (07881 025579) or Jon (07732 089323).
11. If we need to cancel you session in the pool for any reason we will do so as soon as possible.
12. Use of the St. Nicholas School car park is freely available to hirers and users of the hydro pool facilities. The school accepts no responsibility for any potential losses, damage or theft from or theft of any vehicles parked on our site.

NB: please keep all children away from the hydro pool entrance if it is open as this could present a risk of drowning for unaccompanied or unauthorised individuals.

**Visitors to the hydro pool must enter via the school playground – St. Nicholas School accepts NO responsibility for any accidents or incidents that could occur by pool users either in our playground or having made unauthorised use of our play equipment, as use of the play equipment this is NOT included in our agreement with you / your organisation.**

#### **IF YOU NOTICE A FIRE...**

5. Please press the nearest (red) fire alarm call point.

6. Please follow the emergency exit signs and leave by the nearest fire door and make your way to the Fire Assembly Point – The large playground next to the Multi-Use Games Area. This area is indicated by a large "Fire Assembly Point" Sign.
7. If area of magnetic door locking is still engaged, please press the green call point button to allow an emergency release of the door.
8. The site team will inform you of what to do next and whether it is considered safe to re-enter the building.

**IF YOU HEAR THE FIRE ALARM...**

4. Please follow the emergency exit signs and leave by the nearest fire door and make your way to the Fire Assembly Point – The large playground next to the Multi-Use Games Area. This area is indicated by a large "Fire Assembly Point" Sign.
5. ONCE YOU HAVE LEFT THE POOL AREA YOU ARE NOT TO RETURN UNTIL YOU ARE TOLD BY A SITE TEAM MEMBER THAT YOU ARE SAFE TO DO SO!
6. If area of magnetic door locking is still engaged, please press the green call point button to allow an emergency release of the door.
7. The site team will inform you of what to do next and whether it is considered safe to re-enter the building.
8. Pool use can only resume when the site team are satisfied that pool and pool area is safe and clean to use again.

NB: It is your responsibility to make all of your service users aware of this important safety information prior to their use of our school facilities. St. Nicholas School reserves the right to cancel your activity, during an active session, if the circumstances are not considered safe for you to continue.

Many thanks and we hope you enjoy your time at St. Nicholas School.

Yours faithfully,



Stephen King

Deputy Headteacher / H & S Officer  
St. Nicholas School, Canterbury