




Lettings Policy

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Committee	Resources
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Signed	

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 Non-Maintained School | DfE No. 936/7063

Meath, is a Speech and Language UK school. Speech and Language UK is the operating name of I CAN Charity, a registered charity in England and Wales (210031) and Scotland (SC039947), which is a company limited by guarantee registered in England and Wales (00099629). Registered address: 2 Angel Gate, Hall Street, London, ECTV 2PT

Meath School

Lettings Policy

Meath's Governing Body recognise that its premises are valuable to the local community and as such, we are pleased to let the premises out to organisations within the local community.

Although, Meath let the premises, the school is aware that this can pose safeguarding concerns. This policy is to be distributed to all organisations that wish to let the premises and the conditions outlined within it must be followed at all times.

1. Priority usage

In operating this policy, priority use shall be given as follows:

- a) School use
- b) Statutory users (polling)
- c) School community users (Community includes, parents, staff, volunteers, governors, local community)
- d) Private users

2. Conditions of Hire and Charging Policy

Terms and conditions of hire are set out in the User Hire Agreement in **Appendix 1**.

Variations to these terms may be agreed in respect of individual lettings at the discretion of the Principal and School Business Manager.

Hirers are responsible for:

- Ensuring the proper use of the facilities and equipment they have requested to use.
- Taking the necessary steps to ensure there is no damage to any equipment or furniture, or the building itself after use.
- Ensuring all related visitors and volunteers have signed in during their period of hire, or that a register of attendees is taken.
- Leaving the premises in a clean and tidy condition.

- Working with the caretaker to ensure that the premises are secure after use.
- Obtaining adequate **public liability insurance** to a minimum of £5 million.
- Providing the Premises Manager with proof that they hold a current and relevant insurance policy.
- Obtaining all necessary safeguarding checks for all activities involving children, e.g. DBS checks, and providing proof of this to the headteacher.
- Reading the school's safeguarding policies and procedures and ensuring they understand the rules and procedures detailed within.

3. Safeguarding

In order to ensure children on Meath's grounds are kept safe, whether they are children on roll at Meath or not, the following safeguarding measures are in place.

Organisations submitting a lettings request involving working with children and/or young people will submit a signed copy of their current safeguarding policy.

All hirers must state the purpose of the hire. Each application will be vetted by the DSL and any concerns will be reported to the Management Committee prior to approval. When determining whether to approve an application; the Governing Body will consider the following factors:

- The type of activity
- Possible interferences with school activities
- The availability of facilities
- The availability of staff
- Health and safety considerations
- The school's duties with regards to the prevention of terrorism and radicalisation
- Whether the letting is deemed compatible with the ethos of the school

An application will not be approved if the hirer's purpose:

- Is aimed at promoting extremist views.
- Involves the dissemination of inappropriate materials.
- Contravenes the statutory Prevent duty.

Is likely to cause offence to public taste and decency (except where this is, in the opinion of the trust, balanced or outweighed by freedom of expression of artistic merit).

If any members of staff have concerns regarding the purposes for which the hirer is using the facilities, they should contact the Principal immediately.

The Principal will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.

Where an individual group is found to be promoting views in contravention of the school's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, the school will contact the police or school security who will remove the person or group from the school premises.

All hirers will read and review the school's Child Protection and Safeguarding Policy.

4. Administration of Lettings

Authority to accept applications for hire is delegated to the School Business Manager and Premises Manager.

The day-to-day administration for hires and associated invoicing is the responsibility of the Premises Manager, supported by the Assistant School Business Manager and Deputy Premises Manager.

5. Lettings Documentation

All formal hiring of the school premises shall be properly documented:

1. All hirers must complete a "lettings hire application". For the swimming pool the school's Normal Operating Policy, Emergency Action Plan and risk assessment will also be shared.
2. Once the school has accepted the letting, the hirer must sign a Hire and User Agreement, set out in Appendix 2.
3. A deposit of 10% is taken at this stage to secure the booking.

Care must be taken that the facility offered does not allow outside hirers to come into contact with the residential children (unless they are supervised by a member of school staff). If a hirer is on main school premises at the same time

that residential children are on site, then a risk assessment must be provided by the hirer.

6. Health & Safety Policy on Lettings

During the period of the let, it is the responsibility of the hirer to ensure the safety of all those making use of the premises. The hirer or their representative will be responsible for compliance with the Health and Safety Act in force at the time of the hire.

The school's Asbestos Management Policy will be available to hirers.

The Premises Manager will inform all hirers of any asbestos-containing materials (ACMs).

When approving the applications to hire the premises, the Premises Manager and the Principal will conduct a risk assessment to establish whether the requested purpose of use will disrupt any ACMs.

The Principal and Premises Manager will undertake relevant risk assessments before activities are carried out on the premises to ensure the safety of the hirer and any additional visitors. In case of an emergency, the on-site telephones can be used to call the emergency services.

The Premises Manager will show hirers where first aid kits are should they be required. A first aider (provided by the hirer) will be on site at all times.

7. For Fire Safety, hirers should note the following points:

- Smoking is not permitted on the premises at any time.
- The hirer must familiarise themselves with the school's Fire Risk Assessment and other relevant risk assessments before using the premises.
- The hirer will be shown the school's fire exits and evacuation points by the Premises Manager on arrival. The hirer will be provided with a copy of the school's Health and Safety Policy and will be expected to act in accordance with it at all times.
- One person must be nominated to take responsibility for the Health & Safety of the entire group. This person must make sure that s/he knows where the fire exits are located.

- S/he must inform the group BEFORE the commencement of the meeting exactly how to proceed if there is an emergency.
- A list or register of all those attending the meeting must be made.
- S/he must be aware of how to contact the emergency services
- A suitable Assembly Point must be pre-arranged so that if there is an evacuation everyone knows where to meet.
- It is then the responsibility of the appointed Health & Safety Officer to liaise with the emergency services to ensure that all those in that particular group are accounted for.
- All emergency incidents occurring during these sessions should be reported to the Principal within 24 hours.
- There should be immediate supporting test certification for any electrical equipment brought to the premises.

8. Review of Policy

The governors will review this policy in the Autumn term and the scale of hire charges for the forthcoming financial year (from April) will also be reviewed and updated.

Facilities

The various facilities that may attract outside interest are:

1. Swimming Pool
2. School hall for meetings or exercise classes
3. Gym – for OT or exercise groups
4. Woodland playground

1. Swimming Pool

There must be a certificated lifesaver inside the pool area at all times.

Pool hirers must provide

1. a copy of training certificates
2. a copy of public liability insurance documentation
3. the company or individual's safeguarding policy
4. a risk assessment

It is imperative that a register is taken by the leader of the group on each occasion, and that a key member is fully conversant with the fire rules.

Each hirer will be made aware of the various rules for use of the pool, parking, etc. with the letting agreement (see attached).

2. School Hall

For meetings of 50-60 people (with foldaway chairs).

The stage is useful for main speakers. Other items available for additional hire are an OHP, and TV/video. A key member must keep a register on each hiring, and must be fully aware of the fire rules.

3. Gym

Available for meetings and activities. Equipment can be used by arrangement but must be cleaned thoroughly after use. The key member must be suitably trained to use the apparatus.

Security

Care staff lock up or check that premises are locked after each hiring. Care staff are responsible for the safety of the premises Monday – Thursday.

Appendix 1 Hire and User agreement

AGREEMENT FOR USE OF MEATH SCHOOL “INSERT” AREA.

THIS AGREEMENT is made on the between **I CAN of Angel Gate, London** (registered charity number 210031) and (“the User”) for the sum(s) hereinafter defined and known as the **DONATION AMOUNT**.

A. I CAN agrees to the use of the Premises (as hereinafter defined) for the purpose or purposes described in Clause A(4) below for the period(s) described in Clause A(5) below

(1) Authorised Representative of the user (Name)
.....

(2) Donation amount:

(3) Premises:

(4) Purpose of Use:

(5) Periods of Use:

(6) Deposit: The deposit will be repaid in full if the area and equipment are left in the same condition as they were found. There is to be no litter left behind, and the equipment is not to be damaged in any way. Any such damage will make the user lose the deposit.

(7) The School: **Meath School, Brox Road, Ottershaw, KT16 0LF**

B. (1) The donation agreed will be paid two weeks prior to the period of use.

(2) I CAN reserves the right to refuse access to the premises required if the whole of the agreed monies has not been paid or if the Standard Conditions of Use or the Special Conditions are not complied with.

(3) I CAN also reserve the right to refuse to accept payment by cheque.

C. The user agrees to observe and perform the provisions and stipulations, contained, and referred to in the Standard Conditions of Use.

- D. The User's staff and representatives will be entitled to occupy and use the premises for the number of hours specified. The user will provide adequate adult supervision. ICAN will take no responsibility for injury to any person or damage to a person's effects whilst on the site.

STANDARD CONDITIONS OF USE

If the User is in any doubt as to the meaning of the following, they should seek clarification from the School's Premises Manager.

1. The Authorised Representative as defined in Clause A (1) above must be over 18 years of age and shall be the person by whom the Application Form for the use is signed. Such person shall be responsible for the payment of the agreed donation payable in respect of using the premises and for the observance and performance in all respects of the conditions and stipulations herein contained.
2. The User will, during the period of the use, be responsible for supervision of the premises, the fabric and the contents, their care, safety from damage however slight or change of any sort and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car-parking arrangements so as to avoid obstruction of the highways.
3. The User shall not use the premises for any purpose other than that described in this Agreement and shall not sub-let or use the Premises or allow the Premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the Premises anything which may endanger any insurance policies in respect thereof or bring ill repute to Meath School.
4. **Alcohol or drugs shall not be sold or consumed on the Premises.**
5. The User shall comply with all conditions and regulations made in respect of the Premises by the Fire Authority, Local Authority, and Local Magistrates Court or

otherwise. There will be no fires of any kind (such as barbecues) in the area. The User shall provide adequate fire drill instructions and procedures for all those attending the Premises during the Period of Use. The user will keep all necessary records to comply with best practice Health & Safety requirements, and will fully comply with all of ICAN's Health & Safety policy requirements.

6. The User is responsible for the preservation of good order during the use of the Premises and for any damage that may be done to the School property in consequence of using or which would not have been done if the use had not taken place. At any event to which members of the public are admitted, the User shall provide an adequate number of stewards who shall be present throughout the event. In the event of any such damage, I CAN may make it good, but the User, by the acceptance of this contract subject to these regulations, will be requested to pay the full cost of such reparation.
7. The User shall leave the Premises in the same condition of cleanliness and tidiness as at the time immediately prior to arrival.
8. No nails, tacks, screws, etc. shall be driven into any of the equipment, furniture or fittings.
9. The User shall indemnify I CAN against all actions, proceedings, claims and demands whatsoever which may arise as a result of the use including for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the use as a result of the usage.
10. If the User wishes to cancel the booking before the date of the event and I CAN is unable to conclude a replacement booking, the question of the payment or the repayment of the fee or offer of another letting shall be in the discretion of I CAN.
11. At the end of the use, the User shall be responsible for leaving the Premises and surrounds in a clean and tidy condition, properly locked and secured unless directed

otherwise and any contents temporarily removed from their usual positions properly replaced. If these conditions are not met I CAN shall be at liberty to deduct monies from the deposit taken.

- 12.** In the event of the Premises or any part thereof being rendered unfit for the use agreed, I CAN shall not be liable to the User for any resulting loss or damage whatsoever.
- 13.** I CAN reserves to themselves, and their officials, the right to enter the Premises at all times on producing evidence of their identity. All supervising adults are to be instructed accordingly by the User.
- 14.** The right is reserved to cancel any use, without notice, where the School's Premises Manager considers it necessary for any cause outside his/her control. In the event of any use being cancelled, the amount of the scale or other fee payable hereunder will be refunded, but I CAN shall not be held liable or required to pay compensation for any loss sustained as a result of or in any way arising out of the cancellation of the use.
- 15.** The Premises shall not be used for cinematograph exhibitions, public music or music and dancing, boxing wrestling or stage play purposes for which a statutory licence is required to be granted by the relevant licensing authority.
- 16.** No gaming is allowed except in accordance with the conditions of the Betting, Gaming and Lotteries Act 1963, Section 37(1) when gaming is carried on at an entertainment promoted for raising money to be applied for purposes other than private gain.
- 17.** (a) The User shall comply with all the provisions of the Copyright Act 1956. If they fail to do so, any permission previously granted to use the Premises will be immediately cancelled and I CAN have the right to recover the fees, charges or any other payments referred to in these Regulations.

(b) The User shall indemnify I CAN from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the Performance of Copyright Works on the Premises.

- 18. The User shall, if called upon to do so by the School's Premises Manager, furnish for approval a copy of the programme of any entertainment to be given during the use and no entertainment shall be allowed unless it conforms with the programme which has been approved. Failing approval of a programme, the user will be allowed to cancel without payment.

- 19. The User may bring onto the Premises all equipment necessary for the events provided that while it is on the premises all such equipment shall be at the risk of the User. I CAN shall not be liable for any damage or injury to such equipment or for any injury, loss or damage to any person lawfully using the premises arising from the use of this equipment.

- 20. The User is not to hold itself out as or permit others to believe that it is an agent partner or an associated body of I CAN.

- 21. The school is committed to safeguarding and promoting the welfare of children and young people and expects users and their representatives to share this commitment. Users and their guests are not allowed anywhere else on the school site or in the school buildings other than in those areas as agreed with the Premises Manager.

User Declaration:

I agree to comply with the conditions of use as set out in this Agreement and will pay the donation in full prior to the event date.

Name

Address:.....

Signed:

Dated:

Agreed on behalf of **I CAN (Meath School)**

Address: c/o Meath School
Brox Road
Ottershaw
Surrey
KT16 0LF

Signed..... Date:.....

Occupation: Premises Manager or School Business Manager

Appendix 2 Schedule of Charges

From April 2023 the following charges will be in place:

Area to be let	Charge per hour £
School hall	£15
Gymnasium (inc. equipment)	£20
Swimming pool	£38
Woodland playground	£50 per hour (minimum 2 hours)
Classroom	£10