



JOHN RUSKIN SCHOOL

LETTINGS POLICY

John Ruskin School welcomes the opportunity to share their school with the community and it will be open for Letting on a regular basis evenings, weekends and holidays, for a variety of reasons. The School reserves the right to use its facilities for its own use, giving reasonable notice. Letting charges will be used to support the budgetary costs of the school.

Our lettings policy operates within the framework of the school's Single Equality Policy.

Each application for lettings will be treated individually, but with the following criteria being taken into consideration:

Availability and Suitability of Premises

- Do we wish to let the premises?
- Is the booking an appropriate use of our building?
- Which parts of the premises should be let?
- What arrangements are needed for the opening and closing of the building?
- Can we ensure Security of the building?
- Will facilities for Disabled persons be required i.e. accessibility to buildings, toilet facilities etc.?
- Are 'letting' rooms suitable for community use? i.e. sufficient space, adequately heated and lit.
- Can access to facilities be gained without going through areas restricted to school use such as classrooms and staff areas?
- Is there sufficient external lighting to allow safe access and egress?

The School reserves the right for Staff to enter any room in the school at all times.

Exemptions

- The school will not allow its premises to be let to persons or organisations that in the Governor's view, disturb the principles of Community Cohesion, or bring the school into disrepute.
- Lettings will not be made to persons under 18 years of age. The school will ask for evidence of adulthood where the person 'appears' not to be 18 years or older.
- Lettings that involve the attendance of children and young persons under 18 will not be made unless the school has seen evidence of appropriate Safeguarding Children Procedures, unless the letting is to a private individual e.g. for a birthday party/anniversary etc.
- Lettings will not be made to persons or organisations that do not provide evidence that they have Public Liability Insurance (£5 million Public Liability Insurance) unless the letting is to a private individual e.g. for a birthday party/anniversary etc..
- Lettings will not be allowed for political and religious meetings or for other purposes as specified by the Head teacher or Governing Body.

Indemnities

- The Hirer shall indemnify the School against all actions, proceedings, claims and demands that might arise as a result of use of the premises by the Hirer, except where Occupiers Liability legislation applies.
- The School and the Local Authority shall be indemnified from and against all actions, proceedings, costs, claims or demands arising out of the performance copyright works on the School premises.

Local Conditions

- No alcohol shall be brought or consumed on school premises or any part thereof except by recognised organisations. It is the responsibility of the hirer, on behalf of the recognised organisation, to obtain any necessary license for the sale of alcohol.
- No alterations or additions to the electrical installations at the school may be made.
- No additional staging, curtaining or scenery may be erected without the previous consent in writing of the Head teacher and shall be returned to their original state immediately after use, at the expense of the hirer.
- Where any use involves the erection and/or dismantling of a stage, this will be carried out by the hirer at his/her expense and at his/her own risk.
- All such curtaining or scenery shall be rendered non-inflammable. Stage scenery and other effects must neither be brought on to the school premises nor taken away while the school is in session except with the express permission of the Head teacher.
- Furniture, including chairs, must not be removed from the school premises nor for use either on the playing field or playground or in any other building outside the school unless prior permission has been applied for and granted by the Head teacher.
- No advertising may be placed in any area of the school premises without the direct permission of the Head teacher.
- The use of any preparation or material for the purpose of preparing a floor for dancing is not allowed, as this may make the floors dangerous for normal use. The safe condition of the floors shall be deemed acceptable to the hirer after inspection and will remain the hirer's responsibility during the letting.
- If the terms and conditions of hiring are contravened in any way, the Head teacher reserves the right to cancel any permission for further use and will inform the hirer in writing. In such event, the hirer will not be entitled to any compensation or refund of any payment made in respect of such use.
- It is the responsibility of the hirer to ensure that any area of accommodation used in the course of the letting is left in the condition in which it was found and is maintained in a safe condition during the letting.

PARKING CHARGES AS STATED ON HONESTY BOXES

If the school field is water-logged, the Head teacher has the right to cancel the activity.

Charges for Lettings may be reduced or waived at the discretion of the Head teacher.

The school must receive payment for Lettings seven days after the receipt of the invoice from the school. Cancellation of a booking may result in the loss of any payment made, depending on the circumstances of the cancellation – see below.

Cancellations

- The Governing Body must be notified of any cancellation at least 4 weeks prior to the date of let. However, notification at the earliest possible time is appreciated.
- Where notification is given to the Governing Body at least 4 weeks prior to the date of the let, the booking charge will be refunded in full apart from any administration charge, (usually 25% of the full cost). Your custom will be welcomed again at any time in the future.
- Where notification is given to the school between 2-4 weeks prior to the arranged date of the let, the hirer will be entitled to a 50% refund only of the full cost.
- Where notification of cancellation is given less than 2 weeks prior to the arranged date of the Let, the hirer will be charged the full cost.
- Where a cancellation is made by the Governing Body of the school, the hirer will be entitled to a full refund. The Governing Body will endeavour to notify the hirer at the earliest possible moment, however, no guaranteed period of notice can be offered. Regardless of when notification is given to the hirer, the hirer will not be entitled to any compensation.

Please note: The above conditions apply for cancellation of total or part of a booking.

Where the Hirer makes a permanent cancellation during the course of a letting agreement, the Hirer will receive a refund for any outstanding sessions but no compensation will be available. The administration charge (if any) will still stand.

Administration

Governors have adopted the following procedures:

- The Head teacher will make arrangements for the management and approval of lettings applications.
- All applications should be in writing and accompanied by evidence of third party indemnity insurance and, where relevant, appropriate Safeguarding Children Procedures.

Damage to the School Building or School Property

- The school Caretaker will inspect the building, and school property as part of his Lettings Duties, at the end of the letting.
- The Hirer is responsible for insuring their own staff and equipment and shall reimburse the School for any damage caused during the period of hire. Any damage caused must be reported to the Caretaker or Head teacher.
- The Head teacher will estimate the costs of any damage and inform the organisation/individual as soon as possible.
- Advice will be sought from the LA Legal Department if necessary.
- An invoice for the damages will be raised and sent, as soon as an accurate figure can be obtained.
- The School will **NOT** accept responsibility for any loss of or damage to any property owned by any person using the premises during the period of the letting. Property shall be brought onto the premises at the sole risk of the owner.

Health and Safety

- Appendix B attached to this Policy "Conditions of Hire", accompanies the Lettings Booking Form (Appendix A), which are sent out to all requests for a letting. It includes information on Site Security, Fire Safety, First Aid and Accidents and Welfare arrangements and other local conditions of use.
- Any incident or accident must be reported, in the first instance, to the Caretaker or Head teacher and accidents recorded in the School Accident Book.
- John Ruskin School reserves the right to require sight of risk assessments carried out by organisations using the School premises, in advance of any Letting.

This Policy will be reviewed in the light of any incidents that have arisen arising out of a new Letting: to ensure that the Policy remains appropriate; that Health and Safety standards are met; that the Policy ensures adequate protection for the school grounds and building, and for school staff/pupils.

Draft Date: March 2012

Adopted Date : Signed:



JOHN RUSKIN SCHOOL

CONDITIONS OF HIRE

TO BE ATTACHED TO THE 'LETTINGS BOOKING FORM'

General Conditions

- The person signing the Booking Form shall be considered the 'hirer' and must be over 18 years of age.
- The person/organisation requesting the letting (the Organiser) has the responsibility to provide evidence of Public Liability Insurance (up to £5 million) for the period of the Letting.
- Children under 18 cannot be present during the Letting, without appropriate Safeguarding Children Procedures in place, and the Organiser requesting the letting must provide evidence of this (unless the letting is to a private individual e.g. for a birthday party/anniversary etc.).
- The premises will only be used for the event described on the Booking Form.
- The hirer will be responsible that all activities take place in a safe manner.
- The behaviour and safety of persons on the premises for this booking are the responsibility of the hirer.
- The hirer is also responsible for ensuring that access to restricted parts of the school not forming part of the letting is not permitted.
- A qualified person must be present during all session that are considered to be of a hazardous nature, e.g. karate, gymnastics, judo etc. or where the club/organisation is a youth group. It is the responsibility of the hirer to check the qualifications of those supervising such activities and to establish that Enhanced Disclosures are held by all relevant persons.
- The hirer is responsible for the adequacy, suitability and safety of all equipment brought onto the premises.
- It is the responsibility of the hirer to obtain any necessary licences for the sale of alcohol or the provision of public entertainment.

The school has a comprehensive Health and Safety Policy and its building is well maintained and regularly inspected to ensure that standards remain high.

If you have any concerns about the Health and Safety of our site, it is your duty to inform the Caretaker or Head teacher so that we can take appropriate action. We appreciate your support. The Caretaker can be contacted by phone during the letting. **015394 41306**

School phones may not always be available, and you must ensure you have a mobile phone to summon medical aid.

Damage to the School Building or School Property

- The hirer is responsible for ensuring that all areas are left clean and tidy as found. This includes all outside areas as well as indoor areas. If this is not found to be the case the hirer will be charged a penalty sum to cover costs of any repairs or cleaning required.
- No stiletto heels or similar objects are allowed in the gym/hall area.
- The School will **NOT** accept responsibility for any loss of or damage to any property owned by any person using the premises during the period of the letting. Property shall be brought on to the premises at the sole risk of the owner.

Site Security

- During the Letting, the person responsible, (the Organiser,) must be vigilant in ensuring that people do not attempt to enter parts of the school that are not let.
- The Organiser must ask all those attending the Letting to ensure that they do not take any action that could jeopardise the security of the building.

Parking Arrangements

- Where car parking is required, the hirer must undertake the proper stewarding and control of the parking area.

The hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles.

- Cars should be directed into the school field to be parked and participants and spectators should be discouraged from parking in residential roads or on Lake road – most of which has double yellow lines.
- The car park gates will not be locked during your letting, to enable those wishing to leave by car to do so. The school is not responsible for any damage to, or theft from cars parked in the school grounds, and those attending the Letting should be informed of this by the Organiser, as part of the introductory Health and Safety information.

Fire Safety

- You will be given a map of the school showing the emergency exits from the room/s you are hiring, clearly marked.
- On entry to the building for the Letting, the Organiser must make themselves aware of the position of the Emergency Call Point in the entrance lobby; and the nearest emergency exit from the room(s) they are hiring.
- You must have identified in advance, the person who would act as a Fire Warden: i.e. the person who would make sure that all those attending the letting had left the common areas, toilet areas and the room(s) you are hiring, via an emergency exit; and that someone had activated the Fire Alarm.
- All final exit routes from the building have an emergency call point. The Organiser should prepare and familiarise themselves in advance by walking the most obvious emergency exit route from the room(s) hired to that route's final exit point and noting the position of the call point.
- Fire Extinguishers are positioned at each final exit point. **You are not expected to use a Fire Extinguisher in the event of a fire although you can tackle a small fire if you have been trained to do so and can do so without putting yourself or others at risk.**
- At the start of your Letting, you must ask each person to sign an attendance sheet which has the person's name clearly written, the purpose of the Letting and the date of the Letting.
- Before proceeding with your event, you must give basic fire safety information to those present as follows:
 - Point out the emergency evacuation exits, signposted in white on a green background.
 - In the event of a fire, the alarm will sound a 'loud wail'.
 - You should leave the building by the nearest fire evacuation route and gather at the designated Assembly Point (rear car park).
- If you need to leave the building in the case of an emergency and the alarm has not sounded, then the alarm should be activated using the nearest Emergency Call Point.
- Undertake a head count and use the 'Attendance' sheet to identify that all persons have been accounted for. If anyone is found to be missing this must immediately be reported to the Fire and Rescue Service on arrival.
- Under no circumstances should anyone re-enter the building until the 'all clear' has been given by the attending Fire Service Officer.
- Once all persons have evacuated the building and Fire and Rescue Services have been summoned, contact must be made with the Caretaker.
- The school No Smoking Policy MUST be adhered to at all times both inside the building and on school grounds.
- No naked flames are permitted without the express permission of the Head teacher and production of a suitable and sufficient risk assessment which identifies how risks will be managed.

First Aid and Accidents

- The Organiser should have a fully charged mobile phone on their person so that in an emergency, the appropriate emergency services can be summoned.
- The Organiser/the organisation is responsible for First Aid provision during the letting.
- There should be a competent person who is trained and available to give First Aid. A basic First Aid kit will be available in reception.
- Any incident or accident must be reported, in the first instance, to the Caretaker or Head teacher and accidents recorded in the School Accident Book, held in reception.

Welfare Arrangements

- You will be made aware of the nearest toilets to the room(s) you are letting.
- Facilities for Disabled persons are located on the main corridor. The Organiser will be shown its location during the initial Lettings Meeting. Its location is marked on the plan of the school showing emergency exits.
- Only adults preparing food/refreshments are permitted access to the kitchen, where an agreement has been made. Kitchen regulations must be adhered to at all times.
- If you are using kettles or the kitchen area etc., to make drinks, we ask you to take proper care for your own Health and Safety. Please mop up all spills carefully, at once, so that there can be no risk of slipping.
- There will be a Wet Floor sign available if needed.
- No alcoholic drinks may be sold without the necessary license, and this must be shown in advance – it will be

- the responsibility of the hirer to obtain all necessary licences.
- No food or drink is allowed in any area except designated social areas, unless prior written permission has been granted.

Use of Tannoy/PA system

The use of a tannoy/public address system is at the discretion of the school governors. The separate application form, Use of public address system at John Ruskin School must be completed in advance for consideration by the school Governors. Consideration at all times of local residents must be taken into account.

Notification of events in Cumbria

Where a notification form of events in Cumbria (EAG1, available at www.cumbria.gov.uk/eventscalendar/eventsafetyinformation.asp) has been completed a copy is to be sent to school with the lettings booking form for information and in order to ensure that all required organisations have been informed. (Further information about this is available on the County Council website, www.cumbria.gov.uk).

The hirer's signature on the Lettings Booking Form confirms his/her agreement of the above conditions of booking and all other aspects of our school Lettings Policy.