



METROPOLITAN BOROUGH OF CALDERDALE

# Woodhouse Primary School

Daisy Road, Brighouse, West Yorkshire HD6 3SX

Tel : 01484 714750

Email: [admin@woodhouse.calderdale.sch.uk](mailto:admin@woodhouse.calderdale.sch.uk)



Headteacher: **Mrs Anne Crane**

Deputy Headteacher: **Mrs Smaldon**

Assistant Headteacher: **Mr Freeman**

## MANAGEMENT AND GOVERNANCE DOCUMENTATION

### LETTINGS AND CHARGING POLICY

	Date	Chair of Governors	Headteacher
Adopted			
Reviewed	March 2016		
Reviewed	November 2016		
Reviewed	October 2018		
Reviewed	January 2020		
Reviewed	November 2020		
Reviewed	May 2022		
Updated	September 2023		
Reviewed	October 2024		
Next review due	April 2025		



**Achieving Success Together**

[www.woodhouse.calderdale.sch.uk](http://www.woodhouse.calderdale.sch.uk)

## WOODHOUSE PRIMARY SCHOOL

### MANAGEMENT AND GOVERNANCE DOCUMENTATION

#### LETTINGS AND CHARGING POLICY – OCTOBER 2024

#### RATIONALE

A letting may be defined as “any use of the school premises (buildings and grounds) by either a community group or a commercial organisation”.

In keeping with Calderdale's guidelines for community use of schools, playing fields and school swimming pools outside school hours, it is important that governors are responsible for:-

- i) Deciding when and to whom to let premises;
- ii) Determining under what conditions to let premises;
- iii) Determining lettings fees;
- iv) Undertaking the administration associated with the letting.

In deciding whether or not to let premises the Governing Body will also have regard to the protection and safeguarding of our pupils, the likelihood of any damage being caused to the premises, or neighbouring premises, and any nuisance that may arise, as a result of accepting the booking.

A letting must not interfere with the primary activity of the school, which is to provide a high quality teaching and learning environment for all its pupils.

In any event the Governing Body reserves the right to require a reference from a Local Authority or other reputable hirer, before any booking is accepted.

A charge will normally be levied to meet the costs incurred by the school in respect of any lettings of the premises to ensure that the school's delegated budget does not subsidise these. As a minimum, the actual cost to the school of any use of the premises must be reimbursed to the school budget where those activities are not directly aimed at raising pupil attainment and achievement.

#### PROCEDURE

##### Letting Application

Each prospective hirer is to complete a letting application, (Appendix 1) which identifies the specific areas of the school, the school field or the swimming pool, that the hirer wishes to use. Where the activity involves children and young people, the prospective hirer will be asked for a copy of their policy for Safeguarding children and young people. The person signing the application form (then known as “the hirer”) is responsible for all aspects of the let including, where appropriate, the protection and safeguarding of children and young people participating in their activity. By signing the application form, the person signing is acknowledging and agreeing to adhere to all aspects and conditions of the school's letting policy. ***A signed application form does not guarantee that the booking will be granted.***

## **Confirmation**

Consideration of applications for lettings can be delegated to a group of governors from the Resource committee. Where there is need to see their policy for Safeguarding children and young people, the nominated governors will seek advice from the Leadership Team.

Once the decision has been established, the hirer will be notified of the decision in writing, including details of the charge. The letting should not take place until the signed agreement (Appendix 2) has been returned to school.

All hirers of the swimming pool will be given a copy of the Normal Operating Procedures and relevant sections of the Emergency Action Plan.

## **Conditions of Hire**

1. Each hirer is to be issued with this policy and required to sign the contract (Appendix 2), which states that the hirer agrees to act within the guidelines stated in this policy.
2. Public liability insurance is the responsibility of the hirer. This insurance must cover all legal liabilities for accidents resulting in injuries to persons and loss of or damage to property, including the hired premises arising from the letting. The hirer must produce evidence of insurance before the letting commences and annually thereafter.
3. The hired premises, or any part of them, should not be sub-let.
4. The hirer shall not use the premises for any purpose other than that agreed upon, as set out in the hire request form (App 1)
5. Where premises are hired for an activity involving persons under the age of 18, it is the hirer's responsibility to ensure suitable arrangements are in place with regard to protecting and safeguarding children and young people. A copy of the hirer's Safeguarding policy and relevant information should be provided on request:
  - Safeguarding and child protection policy
  - Staff behaviour policy (sometimes called a code of conduct)
  - Record of training on the specific safeguarding issues (including online) that can put children at risk of harm
  - 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
  - Name of designated safeguarding lead (DSL), who has undertaken safeguarding and child protection training (including online)
  - Complaints policy
  - Whistleblowing policy
6. It is the hirer's responsibility to ensure all relevant DBS documentation and pre-employment checks are current. Copies of the relevant DBS Certificates should be shown to the Business Manager when requested in order that the school's Single Central Record can be kept up to date.
7. The governors reserve the right to terminate the letting with immediate effect if the hirer does not have these arrangements in place, and fails to take immediate steps to put them in place. In such circumstances the governors will not be liable for any loss incurred by the hirer.
8. Any weekly letting which lasts longer than 10 weeks becomes a regular letting and therefore the hirer must give at least half a term's notice if they wish to terminate the agreement.
9. If the letting is for a specific activity the governing body will require evidence of appropriate qualifications, such as level 2 teaching swimming and rescue award qualifications for hirers of the swimming pool.
10. No furniture or apparatus is to be used without prior written permission.
11. The hirer is responsible for those attending the premises and in particular for leaving the site in a quiet and orderly fashion by the time stated in the booking agreement.
12. In the event of damage to the premises during a letting, the hirer will be billed for any costs incurred.

13. The hirer will adhere to all Health and Safety requirements and must have:

- A fire safety and evacuation plan
- A first aid kit to hand
- Paediatric first aid training where children aged 5 and under are attending the provision (unless you're exempt from registration with Ofsted)
- First aid training and as well as awareness of what to do in an emergency where children aged over 5 are attending

14. The hirer is responsible for providing adequate supervision and adhering to the correct adult / child ratios at all times.

15. In the event of an emergency all occupants must leave the school by the nearest exit and assemble at the designated assembly point identified to them by the Site Manager.

16. Neither the school nor the Local Authority will be responsible for any injury to persons or damage to property arising out of the activities undertaken and supervision thereof.

17. The school car park is not available to adults attending the letting activity before 4.30pm on a school day. The school will not accept any responsibility in terms of damage, loss or theft of any car left in the car park during the hire period.

18. The whole of the school premises, including grounds, is a non-smoking area.

19. Suitable footwear should be used. No outdoor footwear is allowed in the pool area without plastic shoe covers.

20. There is no legal requirement for the school to provide first aid facilities for the hirer. It is recommended that the hirer has access to a first aid kit and a mobile phone at all times throughout the letting.

21. No food or drink is allowed in any area, unless prior written permission has been granted.

22. For hygiene reasons, those children who wear nappies must also wear a neoprene 'Happy Nappy' over the top of their swim nappy.

23. Used nappies should be taken away from the school site for disposal.

24. The premises must be left in the same condition as before the hire commenced. It is the hirer's responsibility to check that all hired areas, including toilets, are clean and tidy prior to departure.

25. Should a letting have to be cancelled by the school due to unforeseen circumstances, the hirer will not be charged

### **Charging Policy**

- i) It is the school's policy that all lettings must cover the costs to the school and will not be subsidised;
- ii) In certain circumstances, where appropriate, the school may raise additional funds for the school;
- iii) All lettings will be term time only;
- iv) Lettings on staff training days or from 3.15pm on the final day of each half term will be at the discretion of the school
- v) No reduction will be given to hirers of the Hall when the stage is erected. Hirers are informed that the stage may be erected for two to three weeks towards the end of each term in readiness for end of term productions.
- vi) From time to time the Hall will be unavailable for hire due to school business. Hirers will be offered an alternative room however they will **not** be offered a reduction in the charges made.
- vii) We reserve the right to cancel any agreed hiring with a minimum of five working days notice. A full refund will be issued if we do cancel a hire. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.
- viii) If for any reason the school is closed, no compensation shall be payable to the hirer.
- ix) The hirer of the premises can cancel any hire with a minimum of 14 days notice. If any less notice is provided, the licensee shall not be entitled to a refund.

The specific charge levied for each letting will be reviewed by the governing body. This review will preferably take place in the Autumn term for implementation from 1<sup>st</sup> April the following year. Current charges will be provided in advance of any letting being agreed.

### **Costings for use as a polling station**

Additional expenditure as a result of the school being used as a polling station will be compensated in full. All additional costs will be referred to the Registration and Elections Section at the Town Hall including any additional payments to the Site Manager for overtime.

### **Costings for events other than school events**

- i) The Business Manager will keep a log of all lettings.
- ii) Energy prices will be calculated using the relevant year's costs.
- iii) There is a scale of charges to cover reasonable staffing, utility and other running costs
- v) All of the above charges will form elements of the flat hourly rate charged to hirers. This flat rate will be agreed by the Resource Committee during the Autumn term, however it is at the discretion of the governing body to determine charges in response to a changing financial climate
- vi) Hirers will be informed in writing no later than 31 December and the new charges implemented from 1 April.

### **Collection of Payment**

- i) Weekly lettings will be billed weekly, half-termly or termly as agreed between the hirer and governors and payment expected within 14 days of receipt of the invoice.
- ii) For one-off lettings, a deposit of 50% to be paid within seven days of the Governors' formal agreement. The balance is to be paid on the day of the letting. This should be given to the Site Manager, or the school official opening the premises to the hirer and then passed on to the school administrator.

### **Grievances**

Any grievance by the hirer should be reported verbally to the Site Manager or other school official on duty immediately, and later put in writing for the attention of the Governing Body. Any complaint by the school should be put in writing by the Head and sent to the hirer, with a copy sent to the Governing Body.

### **Current charges**

From 1<sup>st</sup> September 2022                      £28.00 / hour



## APPENDIX 1

### APPLICATION TO HIRE

To the Governing Body

I / we apply for the following accommodation at Woodhouse Primary School on behalf of

\_\_\_\_\_ Name of Club / Individual

#### **PLEASE ANSWER THE FOLLOWING QUESTIONS FULLY**

#### **1. ACCOMMODATION REQUIRED**

	Day	Time
Hall	_____	From _____ to _____
Toilets	_____	From _____ to _____
Swimming Pool	_____	From _____ to _____
Changing Rooms	_____	From _____ to _____
Toilets	_____	From _____ to _____
Classrooms (& no. required)	_____	From _____ to _____
Junior Playground	_____	From _____ to _____
Infant Playground	_____	From _____ to _____
Playing Field	_____	From _____ to _____
Toilets	_____	From _____ to _____

Do the above times include changing / preparation and cleaning time?

Yes \_\_\_\_\_ No \_\_\_\_\_

If not, please state time required before \_\_\_\_\_ and after \_\_\_\_\_



**2. DATES REQUIRED**

a) Single event Day \_\_\_\_\_ Date \_\_\_\_\_

b) Seasonal booking (term time only)

Each (day) \_\_\_\_\_

From (date) \_\_\_\_\_ To (date) \_\_\_\_\_

**3. PURPOSE**

Please state the purpose for which the accommodation will be used:

\_\_\_\_\_

**4. NUMBERS**

Please state the approximate number of persons expected to attend \_\_\_\_\_

NB. For seasonal bookings, state expected number for each occasion \_\_\_\_\_

Age range of participants \_\_\_\_\_ No. of supervising adults \_\_\_\_\_

**5. QUALIFICATIONS**

Relevant qualifications of hirer \_\_\_\_\_

Where applicable, have DBS checks been carried out on all adults involved? \_\_\_\_\_

DBS certificate number and date \_\_\_\_\_

\_\_\_\_\_

**6. PROFIT**

a) Please state whether you expect to make a profit from the function \_\_\_\_\_

b) In the case of a single event, will a charge be made for admission? \_\_\_\_\_

If yes, how much? \_\_\_\_\_ If not fixed, give estimate \_\_\_\_\_

c) Will entry be made by programme only, or by some other method where payment will have to be made beforehand?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes give details \_\_\_\_\_

Signed by the Hirer: \_\_\_\_\_ Date: \_\_\_\_\_



## APPENDIX 2 PLEASE COMPLETE IN BLOCK CAPITALS

### To the Governing Body

#### Person responsible for the Hire

Mr / Mrs / Miss: \_\_\_\_\_

Home address: \_\_\_\_\_

\_\_\_\_\_

Telephone number: \_\_\_\_\_ Email: \_\_\_\_\_

1. I certify that I am over 18 years of age and will be responsible for payment of the hire charges as stated below:

No of hours \_\_\_\_\_ x hourly rate \_\_\_\_\_ = \_\_\_\_\_

Administration: \_\_\_\_\_ £2.00 \_\_\_\_\_ per week

**Total cost of each letting:** \_\_\_\_\_

2. I wish to be billed weekly / half-termly / termly (please circle as agreed) and agree to settle my invoice within 14 days of receipt.
3. I agree to give at least half a terms notice if I want to terminate this letting agreement.
4. It will ensure that any area of accommodation used in the course of the letting is left in the condition in which it was found.
5. I agree to pay the Governing Body the cost of making good any damage to the premises, furniture, and fittings arising from my use of the premises.
6. I agree, except where loss or injury to the property or injury to the person results from the negligence of Calderdale Council or the Governing Body, the council or Governing Body will not be liable to the Hirer, his servants, licensees or any other person authorised by the Hirer to be present on the premises of Woodhouse Primary School in consequence of the hiring, for any loss or damage to property or injury to the person happening on such premises, howsoever caused, and the Hirer shall indemnify the Council and the Governing Body against such claims.
7. I will inform the Governing Body, in writing, of any person sustaining injury or loss on the school premises during the period of the let within 24 hours of the event.
8. I agree that the use of the accommodation shall be subject to the conditions set out in the School's Lettings Policy

Signed by the Hirer: \_\_\_\_\_ Date: \_\_\_\_\_

