



### Clapham Manor Core Purpose Statement

We aim to provide the highest standards of education, in an inclusive environment, through effective learning and teaching for all, with a broad, balanced and personalised, relevant curriculum that includes all statutory requirements. We value equity and inclusion and believe that in supporting all learners to become confident individuals able to live safe, healthy and fulfilling lives they will become lifelong learners and responsible citizens who make a positive contribution to society that deals effectively with economic, social and cultural change.

We will:

- ensure that our school reflects and celebrates the diversity of the community and that everyone develops respect for all
- recognise learners' similarities and differences and provide creative learning opportunities that are tailored to ensure all learners reach their full potential
- encourage and develop independent thinking, risk-taking and problem-solving skills, develop learners confidence and positive self-identity and ensure that everybody shows kindness and understanding towards others
- ensure the efficient use of resources: human, physical and financial, in order to provide best value. We will also provide a safe, caring, happy and stimulating atmosphere within an aesthetically pleasing sustainable environment
- provide inspirational leadership and efficient management, with effective communication at all levels. We will empower our children to gain these skills for themselves
- continue to encourage team work amongst all the staff and stakeholders, promoting respect, openness and honesty, where everyone has a voice
- maintain a committed educational partnership between children, staff, parents/carers and Governors. We will also further establish links with other educational providers and the wider community, including our collaboration of partner school
- confident lifelong-learners positive celebrates diversity respect creative full-potential independent-thinking risk-taking problem-solving-skills confidence positive-self-identity kindness understanding safe caring happy stimulating inspirational-leadership empower-our-children encourage-team-work respect openness honesty everyone-has-a-voice partnership

If this policy is statutory, this must be filled in.

**Statutory Requirements:**

This policy must be read in conjunction with the National Curriculum, other DFES or borough documentation

Date policy adopted by Governing	26 <sup>th</sup> May 2016
Review Date	May 2017
Signature of Chair of Resource Committee	
Signature of Headteacher	
Date for full implementation	1 <sup>st</sup> September 2016

## **Introduction**

The school recognises that its premises are a valuable resource within the community and as such welcomes the opportunity to enable other users to benefit from them when they are able to do so. Equally, enabling a multi-purpose use of the school building can reduce the number of incidents of vandalism and increase the income to the school through lettings. Parents and other adults benefit from the additional facilities available and it can break down some of the barriers that can make school appear to be a prohibitive environment to enter.

This policy aims to clarify the procedure for letting part of the school building so that all agreements are entered into with both parties knowing what they can expect and how to address any issues that might arise.

## **Our aims**

By letting our premises we intend to:

- maximise the use of the school for the benefit of the community
- ensure that the educational use of the building is prioritised without prohibiting other users
- raise money to support the activities of the school
- pursue the extended schools' agenda.

## **Definition of a Letting**

A letting may be defined as "any use of the school buildings and grounds by parties other than the school". A letting must not interfere with the activities of the school.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the schools delegated budget and do not require a letting agreement.

There are three types of letting agreements:

**Letting Agreement** – this arrangement is used when members of the public wish to use an area of the school premises for an activity. An example is the use of the school hall for members of the public to practice singing. A Letting Agreement should be completed which lists terms and conditions for the use of the premises. Anyone wishing to hire a room on behalf of a commercial organisation, registered charity, established group/ association or who is employed for the purposes of the activity must enter into a Transfer of Control Hire Agreement (see below). Anyone providing a service to children will also require a Transfer of Control Agreement. This agreement does not create a business tenancy

**Transfer of Control Agreement** – this agreement is used when the Governing Body is approached by a third party to provide a service/ activity to children or members of the community on the school premises. Such activities will not be supervised by school staff. Examples include dance tuition, arts and crafts clubs, sports coaching, community groups, associations and commercial organisations.

The Governing Body will either share control of the premises with the provider or transfer control to the provider for times specified within the agreement. This type of agreement allows providers to use school facilities without the management or administrative time of school staff. This agreement does not create a business tenancy.

**Permanent Lease Agreement** – this agreement is used when the Governing Body wishes to have permanent groups on site who occupy parts of the premises on an exclusive basis. The school will not have access or use of a room and the occupier controls the space. An example is an independent nursery occupying a part of the school premises. A lease agreement will be required for this arrangement. The lease creates a business tenancy and will be covered by Landlord and Tenant Legislation therefore the Governing Body must contact Property Services

within the Local Authority who will draft the necessary lease agreement based on the individual requirements of the school.

### **Event Notices**

Hirers holding an event within the school premises may require a temporary event notice. Consultation will need to take place with the school and the Council's Events Section regarding such things as:

- Number of people present
- Capacity of the Venue
- Marking of emergency exits
- Provision of emergency lighting
- Safety plans

### **Licensing**

Some activities and services require specific licences for example:

- Prize Bingo
- Public Entertainment
- Lotteries and amusement licence
- Theatre Licence

Contact will be made with the Council's Licensing section to obtain advice and the specific requirements thereof.

### **Category of letting**

There are three categories of user who, in the event of a clash, should be prioritised in this order.

1. Educational/statutory user (of direct benefit to the school).
2. Community user.
3. Commercial/private user.

### **Charges for a Letting**

The Governing Body is responsible for setting charges for a letting on the school premises.

A charge will be levied which includes but is not limited to the following:

- Cost of services (e.g. heating & lighting etc.)
- Cost of staffing (e.g. security, caretaking & cleaning etc.)
- Cost of "wear and tear"
- Cost for use of school equipment (if applicable)

The charges will be reviewed and approved annually by the Governing Body. Current charges will be provided in advance of any letting being agreed.

The school is constrained by law to apply value added tax to all transactions where this is appropriate.

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 incurring additional cost for cleaning, caretaking or other expenses.

The school will seek to recover any costs incurred by the school that are unavoidable and result directly from the cancellation of a letting.

## Letting Times and Costs

Facilities and Equipment available for hire:

The Hall will comprise:

- The Hall (top or bottom)
- The boys and girls toilets
- The two adult toilets (Middle floor only)
- Accessible Toilet (Ground Floor)

Cost: £43 per hour per hall

Dance Studio will comprise:

- Dance Studio (top floor)
- Accessible Toilet (Ground Floor)

Cost £32.50 per hour

Conference Room will comprise:

- Conference Room
- Accessible Toilet (Ground Floor)

Cost £43 per hour

Spinney will comprise:

- Spinney building and play area
- Adult and children's toilet

Cost £43 per hour plus deposit £100

Hire of available rooms in school will start from 6.30pm during term time and will cease at 11.00pm during weekends and 10.30pm during weekdays.

Hire of the Spinney will start from 4.30pm to 6.30pm weekdays and 9 to 6.30 on weekends.

Variations to the above facilities and times will be subject to the approval of the Governing Body.

## Security

The school will determine the security risk for each letting and will be responsible for allocating a continuous security presence or other control measures.

## Management and Administration of Lettings

The responsibility for the management of lettings lies with the full Governing Body of the school. The day to day management decisions are made by the Governing Body (or one of its committees where powers have been delegated). Direct onsite responsibilities lie with the Headteacher or School Business Manager.

1. The Headteacher will need to be satisfied that the Hirer is able to manage the let in accordance with school principles and policies before agreeing to accept the booking. If the Headteacher does not feel that satisfactory management procedures will be in place during the let they should not accept the booking application. If the Headteacher has any concerns about whether a particular request for a letting is appropriate or not, he will consult with the Chair of the Governors and seek advice from the Local Authority. However the school will not let to religious or political groups.

## **Cancellations**

Governors will seek to recover any cost incurred by the school which are unavoidable and result directly from the cancellation of a letting as set out in the charging policy.

The Governing Body reserves the right to terminate a hiring agreement at any time on reasonable grounds.

The Governing Body reserves the right to cancel any booking based on reasonable grounds and shall seek to give one month's notice in writing for any cancellation.

## **Complaints Procedure**

1. If a Hirer is dissatisfied with any aspect of the service it has received they should at the earliest opportunity attempt to resolve this with the staff of the school. Every effort will be made to resolve disputes between the parties quickly and effectively:
2. In the event of a dispute, the complainant should proceed as follows: -
  - a. The relevant member of staff should be contacted to try to resolve the problem
  - b. If the matter cannot be resolved satisfactorily the Headteacher should be contacted.
  - c. If the matter remains unresolved, the complaint must be submitted in writing to the Headteacher.
  - d. Where the Headteacher has failed to satisfy the complainant, the Governing Body (or a committee or an individual governor where delegated to do so) may review the case.
3. Having exhausted the steps above, all unresolved disputes or differences shall be referred to a single arbitrator who shall be determined by the school's Governing Body.

## **Condition and Damage**

The Licensee will keep the Premises in a clean and tidy condition when in occupation. The Premises must be left in the same condition as before the hire commenced and each party will agree to the condition prior and after the hire.

Any damage that occurs during the Licence Period in or to the Premises will be the responsibility of the Licensee and the Licensee shall pay to Clapham Manor Primary School or the Local Authority the cost of making good any such damage.

## **Public Liability Insurance**

The Licensee will hold public liability insurance in respect of their occupation of the Premises and will provide a copy of their public liability insurance of £5 million for every hire. A copy of which will be kept by the Licensor.

The Governing Body may at its discretion waive this requirement where the Licensee is an individual or small informal group of individuals (not using the school buildings for commercial or business purposes) who do not hold public liability insurance and who, because of this informal nature, may find it difficult to obtain.

## **Indemnity**

The Licensee shall keep the Licensor and Local Authority indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value of Premises and loss of amenity of the Premises) arising out of the use of the Premises by the Licensee or from any breach of any of the terms and conditions of this Licence by the Licensee, or any act or omission of the Licensee, or any other person on the Premises with the actual or implied authority of any of them.

**Assignment and Alterations**

This Licence Agreement is personal to the Licensee and the Licensee shall not assign or underlet or part with or share possession or occupation of the Premises. The Licensee shall not make any alteration or addition to the Premises and shall not affix any items to the Premises.

**Compliance with Health and Safety, Statute and Regulations**

The Licensee must comply with all laws relating to the Premises and the occupation and use of the Premises by the Licensee, including but not limited to Health and Safety legislation.

Risk Assessments and CRB certificates required by the Licensee must be supplied to the Licensor if so required.

Any portable equipment that is to be used must have a current PAT test certificate. The Licensee must ensure they are aware of the fire exits and the evacuation procedure on hearing an alarm.

**Loss**

The Licensor does not accept liability for loss or damage to property brought onto the Premises by or on behalf of the Licensee or any of its servants, agents or invitees, however caused.

**Termination**

Should the Licensee be in breach of the terms and conditions of this Licence at any time then this Licence can be terminated immediately upon notice by the Licensor to the Licensee and no Licence Fee or part thereof will be refundable.

The Licensor can terminate this agreement upon one week's notice to the Licensee whereupon this Licence shall cease and determine.

Any termination of this Licence shall be without prejudice to the rights of any party against the other in respect of any antecedent breach of the terms and conditions.

**Force Majeure**

The Licensor shall not be liable for any loss or damage which the Licensee suffers as a direct or indirect result of the performance of this Licence being prevented hindered or delayed by reason of any act of God riot strike or lockout trade dispute or labour disturbance accident breakdown of plant or machinery fire flood difficulty in obtaining workmen's materials or transport electrical power failures or other circumstances whatsoever outside its control and which affect the provision by the Licensor of access to or use of the space.

**Advertising**

The Licensor must approve all advertising and posters concerning the use of the Premises.



**LETTINGS / HIRE AGREEMENT**

<p><b>1. Your Details:</b> Name:  Address:  Tel:  Email address:</p>
<p><b>2. Is the application for:</b> (please circle)</p> <p>A) a company/ business B) a charity C) other organisation (please specify)..... D) you, the individual completing the application form</p>
<p><b>3. Organisation Details:</b> (Please complete if you answered A, B or C above)</p> <p>Name of organisation:  Registered Number:  Address:  Tel:  What is your association with the organisation? (please circle)</p> <p>A) an employee (please state occupation)..... B) the secretary C) the treasurer D) the owner E) a partner F) other (please give full details).....</p>
<p><b>4. Purpose</b> What is the purpose of the hire (i.e. what activities will be undertaken)?     </p>



**Insurance Requirements (not applicable for individual party hire)**

**Essential:**

Is there Public Liability insurance (to a minimum of £5 million) which adequately covers the proposed activities? (Yes/ No)

**If required:**

Is there Employee Liability insurance (to a minimum of £10 million) which adequately covers all employees? (Yes/ No)

**Please provide a copy of the insurance policy schedules as evidence**

*(Please note the insurance policy schedules should be in the name of the contracting party i.e. the name of the organisation. The schedules should only be in the name of an individual if you answered D to question 2).*

**6. Accommodation**

What accommodation is required for the hire?

**Dates and Times**

What are the dates and times required?

**8. Facilities**

What facilities will be required? (e.g. toilets, entrances/ exits, kitchens, etc.):

**9. Attendees**

Approximately how many people will be attending?

What is the age range of those attending?

**10. Qualifications**

Please list the qualifications required to deliver the activity/ service:

Do the provider(s) have first aid certificates? (Yes/ No)

**Please provide copies of qualifications for all providers as evidence. All qualifications must be in date.**



**Health and Safety**

Are there generic risk assessments which cover the activities which will be undertaken?

**Please provide a copy as evidence**

*Please note that if this application is successful the risk assessments should be reviewed to assess the environment/ location where the activities will be held.*

**12. Vulnerable Groups**

Please provide evidence of the following documents if delivering activities/ services to vulnerable groups:

**Safer recruitment checks – required for all providers**

- Current Enhanced CRB – number, date and clearing house
- Right to work in the UK
- Identity

**Safeguarding Training – required for all providers**

- Introduction to Working Together to Safeguard Children/ Awareness Raising in Child Protection (as appropriate) – must have 6 months left to run on training
- Certificate of attendance at Safer Recruitment Training (as appropriate)

**Safeguarding Procedures including:**

- Contingency arrangements for emergencies
- Child protection policies ratified by SSCB
- Correct ratio of child to adults
- Procedures for waiting with children until parents pick them up
- First aid Training certificates

**FOR SCHOOL USE ONLY**

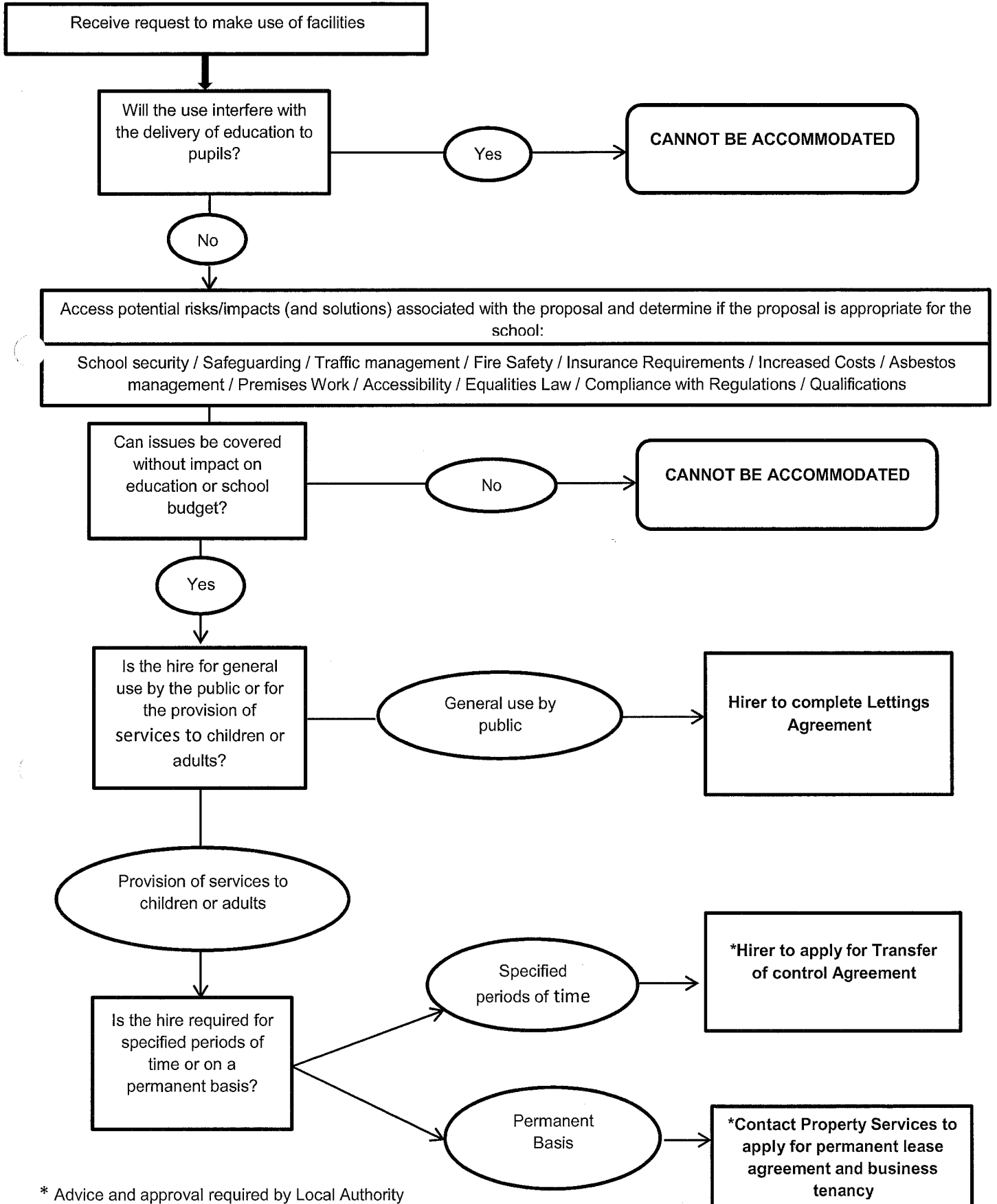
Date Application Received:

Date Application Reviewed:

Application Approved? (Yes/ No)

Reason why application was not successful:

**Appendix A flowchart**



\* Advice and approval required by Local Authority