

VICARAGE PARK CHURCH OF ENGLAND PRIMARY SCHOOL



LETTING ARRANGEMENTS

September 2023

School Vision:

*Pupils at our school are encouraged to be bold and live a fulfilling life through the values of **compassion, responsibility and courage** as they grow to have a better understanding of themselves, find their place in the world and learn what it means to love their neighbour.*

Approved by	
Name:	FGB
Position:	FGB
Signed:	
Date:	September 2023
Proposed review date:	September 2024

REVIEW SHEET

The information in the table below details earlier versions of this document with a brief description of each review and how to distinguish amendments made since the previous version date (if any).

Version Number	Version Description	Date of Revision
1	Original	May 2013
2	Minor revisions throughout	May 2015
3	Minor revisions to ensure the school is not hired out or otherwise let to external agencies who use the premises to deliver messages of, or support for, extremism or radicalisation	June 2016
4	Minor changes	June 2017
5	Minor changes to hire conditions	July 2019
6	Change to minimum Public Liability insurance to £10m	September 2019
7	Arrangements, 'Booking Form' (Appendix A) and 'Conditions of Hire' (Appendix B) updated to reflect changes as a result of the Coronavirus (Covid-19) pandemic	01 September 2020
8	Minor updates to include information on the new NHS Test and Trace App and QR Codes.	25 September 2020
9	Minor updates to reflect National Restrictions and Local Tier 4 Restrictions	04 January 2021
10	Minor updates as a result of revised Government guidance during Covid-19 pandemic	09 February 2021
11	Minor updates as a result of revised Government guidance during Covid-19 pandemic	05 March 2021
12	Minor updates to reflect Step 4 of lockdown easing – for use from 19/07/21.	08 July 2021
13	Updates in light of Keeping Children Safe in Education, September 2021.	19 November 2021
14	Updates in light of Covid Plan B in relation to NHS Covid Passes.	10 December 2021
15	Updated to reflect revised DfE guidance in relation to general emergencies including local or large scale public health incidents. Updates also to Appendix B & C.	April 2022
16	Amended document heading to 'Hire of school facilities' procedures and wording amended throughout.	September 2022
17	Minor changes to text to account for updated LA details and links to the KAHub and other external websites	September 2023

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APPENDIX A - Lettings Booking Form

APPENDIX B - Conditions of Hire

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LETTING ARRANGEMENTS

Vicarage Park CE School welcomes the opportunity to share the school with the community and it will be open for Letting on a regular basis, for a variety of purposes. 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 arrangements operate within the framework of the school's Single Equality Scheme and Equality Objectives.

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

1. 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 the premises at all times, even when it is being hired.

2. 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 organisation concerned has appropriate Policies and procedures in place with regard to safeguarding children and child protection and that other organisations/bodies have ensured that relevant safeguarding checks have been made in respect of staff and volunteers, 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 (£10 million Public Liability Insurance) unless the letting is to a private individual e.g. for a birthday party/anniversary etc.
- The Governors/Head teacher will take appropriate action to ensure that the school is not hired out or otherwise let to external agencies who use the premises to deliver messages of, or support for, extremism or radicalisation.
- Lettings will not be allowed for political and religious meetings (other than by the school's link church – Kendal Parish Church) or for other purposes as specified by the Head teacher or Governing Body.

3. 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.

4. 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.
- Arrangements for the control of vehicular and pedestrian access to and around the school site must be considered having regard to the different activity periods associated with the various users/hirers.
- 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.

5. Charges

- £20.00 per hour or part of unheated, £22 per hour or part of heated for a period of 3 months.
- Charges for Lettings may be reduced or waived at the discretion of the Head teacher and Governing Body.
- The school must receive payment for Lettings prior to the Letting. Cancellation of a booking may result in the loss of any payment made, depending on the circumstances of the cancellation – see below.

6. 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. 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.
- Where notification of cancellation is given less than 2 weeks prior to the arranged date of the Let, the hirer will not be entitled to any refund.
- 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.
- If the school field is water-logged, the Head teacher has the right to cancel the activity.

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.

7. 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.
- Credit facilities will not be given. All payments should be made in advance of the lettings.

8. Damage to the School Building or School Property

- The site manager will inspect the building, and school property as part of their daily 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 school via email to the office.
- The Head teacher will estimate the costs of any damage and inform the organisation/individual as soon as possible.
- Advice will be sought from legal services 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.

9. Health and Safety

- Appendix B attached to these Arrangements "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 **school office** and accidents recorded in the School Accident Book.
- The School reserves the right to require sight of risk assessments carried out by organisations using the School premises in advance of any hire.

During emergencies:

Temporary variations to these procedures and our conditions of hire may be required in the event of an emergency e.g. local or large scale public health incidents, severe weather etc. This may result in additional controls being implemented by the school and imposed on the Hirer or may even result in the 'Hire' being cancelled by the school.

These Procedures will be reviewed in the light of any incidents that have arisen arising out of a new hire agreement to ensure that the Procedures remain appropriate; that Health and Safety standards are met; that the Procedures ensure adequate protection for the school grounds and building, and for school staff/pupils.

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

Vicarage Park Primary SCHOOL

Basic safeguarding checklist of requirements for all Hirers of school premises

Note: All Hirers of the school premises must have regard to the DfE non-statutory guidance: [Keeping children safe during community activities, after-school clubs and tuition: non-statutory guidance for providers running out-of-school settings.](#)

Safeguarding requirement	Expected standards	Standard met (Y/N)	Checked by
Health and Safety	<ul style="list-style-type: none"> • Must consider the suitability and safety of the setting for employees and take steps to reduce any risks identified; • should have first aid training and/or a first aid kit to hand as well as awareness of what to do in an emergency (e.g. call 999 if a child is having an asthma attack); • must have a fire safety and evacuation plan; • should have more than one emergency contact number for each child, where reasonably possible, and know of any medical concerns or allergies. 		
Safeguarding and child protection (accompanied and/or unaccompanied children present)	<ul style="list-style-type: none"> • must have a Child Protection Policy in place, including procedures for dealing with safeguarding incidents which are communicated to and understood by all staff members; • should have awareness of and training on the specific safeguarding issues that can put children at risk of harm (e.g. abuse and neglect, child on child abuse, extremism and radicalisation, online safety, use of mobile phones and other digital technology etc. and impose appropriate rules around this); • should have clear procedures on what to do if they have concerns about a staff member, volunteer or other adult who may pose a risk of harm to children; • should appoint a Designated Safeguarding Lead (DSL), who has undertaken safeguarding and child protection training and who can liaise with the host school in the event of a safeguarding concern being raised; • should provide parents with the name of the DSL so they can raise safeguarding concerns, or if you are a lone provider provide the contact details of your local authority's children's services (Cumberland Safeguarding Hub 0333 240 1727 OR Westmorland and Furness Safeguarding Hub 0300 373 2724) [delete whichever is not relevant] or the NSPCC helpline number (0808 800 5000); • should have contact details for the DSL (within the provider organisation) and the Local Authority Designated Officer (LADO) (0300 303 3892) and know the local referral route into children's social care - Cumberland Safeguarding Hub 0333 240 1727 OR Westmorland and Furness Safeguarding Hub 0300 373 2724); [delete whichever is not relevant] • should hold details of the school DSL where the premises are provided by the school in order to liaise with them on child protection issues affecting the school/schools where the children normally attend. 		
Suitability of staff and volunteers	<ul style="list-style-type: none"> • should ensure staff and volunteers have had relevant pre-employment checks (e.g. DBS check, verification of identity) or, if you are a volunteer or self-employed, checked if the organisation contracting your services, can apply for a DBS check on your behalf; • should have regular performance reviews in place to check the suitability and training requirements of staff and volunteers after their appointment. 		
Governance	<ul style="list-style-type: none"> • should have a clear complaints procedure; • should have an effective Whistleblowing procedure. 		

Policies/procedures viewed/copy received (<i>where unaccompanied children are present</i>)	
Policy/procedures	Copy viewed/received – Yes/No
Child Protection/Safeguarding Policy and procedures (where accompanied and/or unaccompanied children are present)	
Child Protection Training Certificates	
Health and safety Policy and procedures	
Risk Assessments (if applicable)	
Confirmation of DBS certificates for those in Regulated Activity	
First Aid Certificates	
Whistleblowing procedures	
Complaints procedure	
Events notification/licence (if applicable)	
Insurance certificate/schedule (public liability)	

NOTE: Failure to comply with safeguarding or child protection requirements of the school may lead to the termination of the agreement.

Vicarage Park Primary SCHOOL

HIRE OF PREMISES/FACILITIES BOOKING FORM

ATTACH 'CONDITIONS OF HIRE'

This form is to be completed by the person responsible, on behalf of the Hirers. It is understood that this person will be responsible for the payment of all charges relating to this booking and will ensure that all aspects of our Hire Procedures are adhered to at all times.

ACCOMMODATION REQUIRED <i>(i.e. hall, field, kitchen etc.)</i>	TIME		DATE(S)	TOTAL HOURS	COST PER HOUR	TOTAL COST (£)
	FROM	TO				

TOTAL COST	£
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Name of Hirer:	
Address:	
Contact Tel No.	
Name of Organisation:	
Purpose of Hire: <i>(if fundraising, state where proceeds will be applied)</i>	
Estimated No. of People present?	
How many chairs will be required?	Adult: _____ Children: _____
How many tables will be required?	Adult: _____ Children: _____
Any other equipment required (e.g. projector)?	

DECLARATION			
I apply for use of the above accommodation and facilities and if my application is approved, I will pay in advance all hire charges in accordance with the school schedule of charges and agree to comply with the conditions overleaf. I have attained the age of 18 years.	Public Liability Insurance Policy No.		
	Expiry Date:	/ /	
	Level of Cover:	£	
Signed:		Date:	/ /

FOR OFFICE USE ONLY					
Cancellation Costs:	£	Admin Costs (if any):	£		
Booking Confirmed (Date):	/ /	Invoice Sent (Date):	/ /	Payment Received (Date):	/ /
Appropriate safeguarding arrangements in place	Yes / No	Checked by: _____			

VICARAGE PARK CE PRIMARY SCHOOL, Kendal

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 (£10 million minimum) 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 and that other organisations/bodies have ensured that relevant safeguarding checks have been made in respect of staff and volunteers (unless the letting is to a private individual e.g. for a birthday party/anniversary etc.).
- The Governors/Head teacher will take appropriate action to ensure that the school is not hired out or otherwise let to external agencies who use the premises to deliver messages of, or support for, extremism or radicalisation.
- The premises will only be used for the event described on the Booking Form.
- The hirer will be responsible for ensuring that all activities take place in a safe manner.
- The school will provide a clean and tidy room, all heating and lighting, use of toilet facilities and cloakrooms, furniture as specified and, if the hiring includes use of the kitchen, cooking equipment, crockery and cutlery.
- For safety and hygiene reasons, children under 14 are not permitted in the kitchen.
- 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 and that there are sufficient stewards to prevent access to the school premises by any unauthorised third parties.
- 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. No unauthorised electrical equipment shall be used on the school premises.
- Noise levels must be contained to a reasonable level at all times and after 10.30 pm no noise shall be audible in any of the neighbouring properties.
- No betting, gambling or gaming is permitted on the school 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 Hirer must ensure that nothing is brought or stored on the school premises which may be offensive, noxious, illegal or dangerous and that may cause damage to the premises or any other facilities or affect the health and safety of any person.
- The Hirer accepts that the Governors may at any time terminate or postpone any single or all bookings at its own discretion and any liability of the Governors for any loss in respect of the termination or postponement shall be limited to the return or any paid deposit only.

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 [school office](#) so that we can take appropriate action. We appreciate your support. **A representative for the school can be contacted by phone during the letting if there is an emergency – 07774 796555. School phones will not be available, and you must ensure you have a mobile phone to summon medical assistance.**

Damage to the School Building or School Property

- The Hirer will pay for all damage caused to any school property including but not limited to fixtures/fittings/sports and any other equipment as a result of the hiring.
- 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

- The school has a Security Policy and the site security is good. Entry to the school is via [an alarmed, locked and coded door](#). These security measures mean that your event is safe from gate crashers, or those persons you may know, but do not wish them to attend. [Hirers will not share the entry code with anyone else in order to maintain the integrity of the building during the day when it is operating as a school. Hirers will keep the keys to the building securely and will ensure that the building is fully locked and alarmed at the end of their session.](#)
- 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.

- As people are leaving the building during or at the end of a Letting, the Organiser or other designated person must be present at the front exit, to prevent anyone from entering through the remote operated door as people are leaving.
- 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, provide and maintain clear access for emergency vehicles and service vehicles and observe any 'no parking' restrictions.
- The car park 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 car park, 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 manual call points; 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 manual 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 **throughout**. **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 as signposted.
 - In the event of a fire, the alarm will sound – it sounds like a continuous loud siren.
 - You should leave the building by the nearest fire evacuation route/exit and gather at the Lettings designated Assembly Point – **the car park area at the front of the school.**
- 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 on your way out of the building.
- Telephone the Fire and Rescue Service providing the following information:
 - Your name
 - The name of School/Setting
 - School/Setting address
 - Contact telephone number
 - Details of the fire (if known)
- 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 school via the emergency contact number 07774 796555**
- The school No Smoking Policy MUST be adhered to at all times both inside the building and on school grounds.
- No naked flames (open fires or candles) 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 is responsible for First Aid provision during the letting.
- **There should be a competent person who is trained and available to give First Aid.**
- **Any incident or accident must be reported, in the first instance, to the school office and these will be recorded in the School Accident Book, held in the main office.**

Welfare Arrangements

- You will be made aware of the nearest adult /pupil toilets to the room(s) you are letting.
- Facilities for Disabled persons are located in just off the school hall. 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.
- **Please note: the Disabled Toilet is NOT fitted with an emergency cord. Please be alert to the needs of users.** In an emergency,

the door can be opened from the outside using a coin / screwdriver / key in the slot of the lock.

- 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 staffroom 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. **Please bring your own refreshments.**
- There will be a Wet Floor sign in school hall, which you may use if needed.
- No alcoholic drinks may be consumed or brought onto the premises unless written permission has been applied for and received from the Governing Body. No alcoholic drinks may be sold without the necessary license, and this must be shown in advance to the Governing Body – 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.

Coronavirus (Covid-19)

- each organiser should have their own suitable Covid-19 risk assessment in place which the school is satisfied with;
- cleaning regimes – the organiser is expected to clean high touch point areas in the premises/ borrowed equipment following a Let, particularly if there has been a suspected or confirmed case of Covid-19 during the Let. Hirers report such a case by email to the school office.
- The hirer will provide hand sanitiser, tissues etc.
- The hirer will provide waste facilities (for tissues etc.) and remove this from the hired room at the end of the hire.
- The hirer will ensure adequate ventilation when indoors and ensure any doors or windows that have been opened are secured at the end of the hiring period;

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 Arrangements.