FOREST FEDERATION LETTINGS POLICY MARCH 2024



DUE FOR RENEWAL MARCH 2026

This policy applies to every school in the federation the terms 'school' and 'federation' are interchangeable except where a school is specifically named.

## 1. **GENERAL**

- 1.1 All applications for the letting of school premises shall be made through the relevant School Office.
- 1.2 The Caretaker/designated staff member will be responsible for locking/unlocking the premises in respect of all lettings.

# 2. TERMS & CONDITIONS

The terms and conditions on which the premises are let shall be as follows:

## 2.1 BOOKINGS & FEES

- (a) All applications for the hiring of school premises must be made through the School Office using the appropriate Booking Form
- (b) Bookings can normally only be accepted for up to 6 months in advance.
- (c) A booking will only be accepted, subject to availability, upon completion of a Booking Form and signed indemnity. All bookings will be confirmed, in writing, by the School Office. (*Please do not make any arrangements until you have received written confirmation.*)
- (d) The fees charged will be those in force on the day(s) of the hiring; the scale of charges will be revised each year.
- (e) All charges are inclusive of any caretaking, lighting, heating and water (where applicable).
- (f) Hirers must leave the school clean and tidy, bag up rubbish and deposit rubbish in the bins provided or if the bins are full, leave the bags near to the bins. If any additional cleaning is required because of exceptional circumstances, the persons hiring the building will be responsible for any such expense. Cleaning will be charged at a rate of £20 per hour and deducted from any deposit if not completed satisfactorily by the hirer.
- (f) All charges will be invoiced and are payable within **30 days** of Invoice Date.
- (g) The hirer shall not assign the benefit or burden of the hiring or sub-let the premises or any part thereof.

## 2.1a SAFEGUARDING

Under the Education Act 2002 schools must 'make arrangements to safeguard and promote the welfare of children'. The Forest Federation is fully committed to safeguarding and promoting the welfare of children, and all our policies and procedures are designed with this in mind.

Therefore any organisation hiring school premises in order to provide activities for children must have in place appropriate safeguarding and child protection policies and procedures compatible with those of the school, which we reserve the right to see before agreeing to any hire. These should meet the DFE guidance on Keeping children safe in out-of-school settings.

Any individual hiring school premises in order to provide activities for children must accept and agree to follow the school's safeguarding procedures which we will discuss and share with you. This includes ensuring:

- all activities are designed to ensure the safety of children
- appropriate levels of supervision are in place
- first aid arrangements are in place
- evacuation procedures are made clear to attendees.

Any organisation or individual hiring school premises for activities involving children must agree to report any safeguarding concerns which may arise to the school as soon as possible, and in any case within 24 hours. The Designated Safeguarding Lead can be contacted on <u>jsingleterry@theforestfederation.cambs.sch.uk</u>

### 2.2 **DEPOSIT**

(a) A non-refundable deposit of 25% of the hire charge is required at the time of booking for all Private and Commercial Bookings.

## 2.3 CANCELLATIONS

- (a) Notice of cancellation must be given, in writing, to the School Office at least 14 days before the hiring date. If notice is not received in time, then the Hirer will be liable for any costs incurred. Deposits are non-refundable.
- (b) The Governing Body reserves the right, by notice to the hirer, to terminate the hiring at any time for reasons outside of their control and to return to the hirer any monies paid by way of deposit. The Governing Body shall not be under any liability to the hirer for any loss or damage they may sustain arising out of such termination.

#### 2.4 PUBLIC LIABILITY INSURANCE

- (a) All commercial hirers must have adequate Public Liability Insurance cover as a condition of the Letting. Please enclose a copy of your own cover with the application.
- (b) All non-commercial hirers are covered under the School's Public Liability Insurance.

#### 2.5 HIRERS' RESPONSIBILITIES

The Hirer shall:

- (a) vacate the premises by the time stated on the Booking Form.
- (b) obtain the necessary licence if alcohol is to be sold.
- (c) agree and confirm the responsible Designated Premises Supervisor
- (d) be responsible for obtaining the licence of the owner of the copyright of any dramatic or musical work intended to be performed or sung and must indemnify the School against any infringement of copyright.
- (e) ensure that any equipment brought onto the premises and used is safe and meets the standards of any statutory requirements regarding its serviceability, control and use.
- (f) fireproof all scenery and props etc. to be used in any performances, in accordance with instructions issued by the County Fire Officer.
- (g) observe the School's '**NO SMOKING POLICY**'. All those who use the premises are kindly asked to refrain from smoking on the premises at all times.

- (h) observe the School's Health & Safety Policy.
- (i) comply with all applicable notices and signs.
- (j) immediately evacuate the premises by the nearest Fire Exit on the sounding of the **Fire Alarm**. (*The Fire Alarm is a continuous ringing of the School bell*).
- (k) inform the Caretaker or Office Manager immediately of any accidents/incidents.
- (I) leave the premises and equipment as found.
- (m) provide own appropriate first aid personnel and equipment during the letting.
- (n) if any additional expense is incurred, arising from the letting, or any extra cleaning becomes necessary as a consequence of the use of the premises, the person/organisation hiring the school will be responsible for any such expense and charged accordingly.
- (o) persons hiring premises or grounds will be held responsible for any damage to buildings, furniture, equipment or other property and a claim for the reinstatement, replacement or repair of such will be made whether as a result of the negligence of the Hirer or his/her invitees, employees or agents during the period of hire. The Hirer shall be deemed to have undertaken to pay the cost of such reparation by signing this hire agreement. **Please note** that no nail or fastening of any kind shall be driven or put into any wall, partition, pillar or other fittings or furniture.
- (p) hirers are also responsible for notifying the Caretaker/office team of any defects with equipment or the property that they identify whist using the facilities. Notification should be given as immediately as is impossible.
- (q) in respect of Item 2.5(m), the Hirer will be expected to insure this risk and hold legal liability insurance to cover claims directly arising from their group or organisation's activities.
- (r) the Hirer is responsible for the supervision of all persons attending the premises for the purpose of the hiring whilst they are on the premises or on any part of each school, and for preserving good order.
- (s) the School cannot accept responsibility for any loss, damage, accident or injury arising during the Hirer's use of the premises, or to any member of the Hirer's party and the hirer shall indemnify the Governing Body against all claims, demands, actions or proceedings.
- (t) the car park is situated to the front of the school. The School takes no responsibility for theft or damage to vehicles while parked on the premises.

#### 3.0 FORM OF AGREEMENT & INDEMNITY

3.1 A Booking Form must be completed for each letting, giving full details of use of premises/equipment.

3.2 The following indemnity will be included on the Booking Form and must be signed by the Hirer before the booking can be accepted:

"I certify that I am not less than 18 years of age. I have read and agree to be bound by the Terms & Conditions of Hire, for the time being in force, and I accept responsibility for the observance of the conditions and agree to pay on demand the letting charge hereby incurred.

I hereby indemnify the Governing Body of the Forest Federation against all claims in respect of injury, loss or damage (including damage to the premises and equipment) arising from this letting.

In requiring this undertaking the Governing Body does not seek to absolve itself or any employees from liability as occupiers of the premises."

3.3 The Governors reserve the right to refuse any booking which is deemed unsuitable.

## 4.0 CATEGORY OF USER

**SCALE 1**: Lettings to **Private Organisations** or **Individuals**.

### SCALE 2: Statutory Use, Community Users & Charities

- a) <u>Statutory Use</u>: e.g. Parliamentary Elections; Meetings of candidates for Parliamentary Elections; County Council, District Council & Parish Council Elections; Parish meetings and Parish Council meetings.
- b) <u>Surgeries</u> held by MP's or Councillors.
- c) Use by District Councils for <u>Civic Receptions</u> on one occasion per year.
- d) Fund Raising activities by recognised Charities.
- e) Use by **Community Users** (i.e. individuals and organisations who are regular users of the school).

## 5.0 SCALE OF CHARGES

- 5.1 The Scale of Charges will be revised annually at the beginning of each academic year in September.
- 5.2 All lettings of the school premises shall cover the costs of heating, lighting, water, caretaking and cleaning costs.