



**Kernow Learning**  
Building Excellent Schools Together

# Lettings Policy

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Statutory or Best Practice policy:	Best Practice
Appendices:	Yes
School or Trust policy:	School

## Meeting your communication needs:

We want to ensure that your needs are met. If you would like this information in any other format, please contact us on 01326 340554 or email [constantine@kernowlearning.co.uk](mailto:constantine@kernowlearning.co.uk)

## Introduction

Kernow Learning recognise the role of the school within the community and welcomes the use of the school's premises for a variety of community and leisure purposes.

Use of the premises by the school, or on behalf of the school are not subject to the charging elements of this policy.

A copy of the Booking Conditions will be sent with the application form to the Hirer when the initial enquiry is made.

*The appendix to this policy explains The Use for Schools according to the PFI (Private Funding Initiative) agreement.*

## Categories of Lettings

The use of the school premises is divided into the following categories:

- Community and Leisure Learning (e.g. adult education)
- Private (e.g. Receptions, parties)
- Commercial

## Availability of Premises

Designated areas within the school are available for hire unless required by the academy.

## Charges

Kernow Learning reserves the right to make a charge for the use of the school premises. The charge will vary according to the category of the letting as laid out in our Hire Charges list detailed in our Lettings folder.

## Application Procedures

Application forms, available from the school, should be submitted to the School Office at least two weeks before the first day of the proposed letting. The office staff will inform PFI/Mitie about any potential lettings and inform those applying. In the case of block bookings, four weeks' notice should be given. The person signing the application form will be considered to be the Hirer.

The Hirer will be required to return all three copies of the completed booking form to the school before a booking can be accepted. The booking acceptance will be confirmed by the return of the copy of the booking form to the Hirer.

All applications will be considered on their merits, taking into consideration the suitability of the activity. Kernow Learning reserves the right to:

- refuse applications without giving a reason
- have a representative present at any function

- terminate any activity not properly conducted

Letting fees are reviewed annually by Kernow Learning when the budget is set for implementation in the new school year. When the letting has been confirmed, payment must be made to the school, prior to the use of the premises. In the case of a regular booking, payment will be required at the beginning of each term. Kernow Learning reserves the right to review the fees at any time during the year if deemed appropriate.

## **CONDITIONS OF USE**

### **Security of the Premises**

Entrance to the school will be via the Main Entrance, which will be opened by the school at an agreed time. For security reasons, the keys will not be available to the Hirer. It will be the responsibility of the Hirer to ensure that the school premises are secure during the time they are in use, i.e. ensure that the Main Entrance is locked when all members of the group are inside.

### **Use of Facilities**

The Hirer will be responsible for the proper use of the school facilities (specialist equipment is not generally available e.g. projectors, TV and video equipment, cookers etc., unless special arrangements have been made) and must take all reasonable precautions to ensure that there is no damage to the fabric of the buildings; furniture and fittings, or school equipment. The Hirer will be responsible for making good any damage to the premises and property. Any precautions required to ensure the users' safety when using equipment are the responsibility of the Hirer. This includes, for example, the provision of information and training in the use of the equipment. In all cases, the Hirer must ensure that risks associated with the activity are properly controlled throughout the hire period and that the premises are returned to the control of the school in a clean and satisfactory condition.

All mains powered electrical equipment brought onto the premises must be safe and evidence may be required that it has a valid test and inspection certificate (the certificate should be less than one year old for earthed equipment, or less than 4 years old for double insulated equipment). Lower voltage equipment must also be safe and in good condition.

The Hirer must be advised that they cannot rely on the schools's risk assessments for any activities carried out during the letting and must complete their own risk assessments, a copy of which must be held by the school.

Users should acquaint themselves with the Fire and Safety regulations and procedures relating to the area of the premises in use. These will be clearly displayed in each of the designated areas. It is the responsibility of the Hirer to provide first aid equipment and trained personnel. They must also carry out their own fire drills and organize their own fire procedure.

Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring.

The Hirer must use only that area of the building hired and must observe any instructions given by the school concerning the area available. Any furniture or equipment moved by the Hirer should be returned to its original position at the end of each session.

A toilet is available near the main entrance for the school.

The Hirer is responsible for ensuring that good order is kept on the premises and within the immediate environs of the school, and that the premises are left in a clean and tidy condition.

The Hirer will be responsible for ensuring that the group has adequate insurance appropriate to the activities organised

The school reserves the right to levy an additional charge to cover:

- any additional cleaning that may be required after an event
- cost of repair of damage to the school fabric or equipment
- cost of replacement of any items of school equipment if uneconomical to repair

For security reasons, the Hirer will not have access to the school telephone. Hirers are urged to consider acquiring a mobile telephone for use in an emergency.

Express approval by Kernow Learning (via the Estates Manager at the Central Team) is required if alcoholic drinks are to be sold or consumed on the premises. The selling of alcohol requires a license. Unconsumed liquor, bottles, cases, glasses and similar articles must be removed from the premises immediately after the function has ended.

- Smoking is not permitted anywhere on the school premises.
- Animals, other than guide dogs, are not permitted anywhere on the school premises (this is purely on grounds of hygiene).
- No combustible materials are to be used within the school, except with the express approval of the Estates Manager.

It may be necessary for the Hirer to submit proof that they have undergone a successful check under the Disclosure and Barring Service (DBS). If a particular letting involves contact with children and young people, it is the responsibility of the Hirer to ensure and be able to fully demonstrate that they have complied with the DBS Code of Practice and any relevant Safeguarding requirements. A copy of the DBS registration for the event organiser will be requested for lettings involving children under the age of 18. When there is a requirement for DBS checks to be undertaken, the Hirer must keep appropriate records for all adults in line with the DBS Code of Practice and report to the Head of the school any safeguarding concerns which may arise. The Hirer must be able to provide evidence that DBS checks have been carried out for all relevant adults on request.

**In the event of an incident, fire or near miss**

The school must ensure that Incident Report forms are made available to the Hirer, who in turn, must ensure one is completed correctly and that an investigation is undertaken. A review of the Risk Assessment for the activity will be required. If the Hirer has produced a risk assessment then the hirer is responsible for undertaking the review and informing the school of any findings that may be relevant. Schools are NOT responsible for undertaking Risk Assessments for Hirer's activity(ies).

### **In the event of fire**

The Hirer will call the Fire Service (if school staff are not present and supporting the activity). All users will evacuate the building via the nearest fire exit and muster at the designated point.

Users must not re-enter the building until the 'all clear' has been given. The Fire Service will give this.

Fires must be reported using the County Council Incident Report form.

### **Licenses**

There are a variety of licences that may be required for different types of function. The onus is on the Hirer to ensure which are necessary, and must produce documentary evidence before the letting takes place. The Hirer will indemnify the school and LA against any action brought about by failure to obtain the necessary licence(s). The following categories of letting may require a licence:

- Theatre licence
- Copyright/Royalty licence
- Cinematography licence
- Alcohol
- Music, Singing and Dancing

### **Insurance**

The Hirer will be entirely responsible for the proper use of facilities and must take all reasonable precautions to ensure that there is no damage to the fabric of the building, furniture and fittings or any academy equipment. All hirers will need to ensure they hold Public Liability Insurance and produce evidence of this when submitting an application to hire.

The Hirer shall indemnify the school when signing the application form against any claim for bodily injury or loss of damage to property (real or personal) whether belonging to the school or to any other person if the said loss, damage or injury is either caused by the negligence of the user or by the negligence of any other person using the premises hired with the permission of the Hirer.

The effect is that the Hirer will be liable to indemnify the school for any damage which is caused when the premises are being used for a function for which they are let. However, it

is only operative if the damage etc. is caused by the negligence of the user or any other person using the premises with the Hirer's permission.

## **Cancellations**

### **By the Hirer:**

Cancellations should be made in writing at least 24 hours before the proposed letting, otherwise the Hirer will still be liable for the standard charges. In the event of a cancellation being made at the appropriate time, the school will credit the Hirer for a free booking the following term, if applicable, or refund the fee if no further bookings are required.

### **By the school:**

If the school finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 24 hours and, where possible, alternative accommodation will be offered. If this is not possible, a refund will be made. The school will accept no liability in respect of commitments incurred by the Hirer due to such cancellations.

### **Note:**

Individual contracts exist for a number of organisations under the Extended Schools provisions. Refer to the Lettings Folder for details and charges.

Kernow Learning have the right to review the charges at any time throughout the year.

## *Appendix 1 Use for Schools from PFI Contract*

### **8.1 Additional Use**

In addition to the School Hours referred to in Section 7, all PFI schools pay for additional hours for which the PFI Provider must provide a full service. In a Primary School this amounts to 140 hours per academic year. In addition to these hours Schools can be used for Community Use and Additional Teacher Access. In order to inform the Provider of your requirements an Additional and Unusual Use form needs to be sent to the Authority. This form can be obtained from the PFI team and should be submitted termly (not less than 20 working days before the beginning of term) to [PFITeam@cornwall.gov.uk](mailto:PFITeam@cornwall.gov.uk) to notify of known use for the following term. For use that is not known an additional form should be submitted giving not less than 2 working days notice for use on a school day and 5 working days notice for use on a non-school day See Appendix 2. The contractual definitions of these types of usage are found in [Appendix 2](#).

#### **Community Use and Third Party lets**

The school are responsible for ensuring that during periods of community use, there are adequate risk assessments and management procedures in place, with competently trained persons to manage emergencies such as a fire.

#### **Responsibilities for short-term hiring or leasing and for shared use**

Some premises or structures may be leased as an empty and unsupervised facility (e.g. a sports hall). The fire safety responsibilities of those leasing the building (and, therefore, in charge of the activities conducted within the building), and those of the owner/lessee, need to be established as part of the contract of hire. In some educational premises, part of the premises (e.g. a lecture theatre) may be hired out to another organisation for a separate function (e.g. a conference). The

fire safety responsibilities of those organising the separate function, and those of the remainder of the building, need to be established as part of the contract of hire. The responsible person for each individual unique, occasional or separate event or function will need to be clearly established and documented, and their legal duties made clear to them. In particular, and where necessary, the responsible person will need to take account of their own lack of familiarity with the layout of the premises, the fire safety provisions, and the duties of other responsible persons within the premises.

Thought needs to also be given to accident reporting procedures and contacts given for emergencies, equipment/setting failure.

#### **Procedure for Schools to agree allocation of Unused Additional School Periods.**

Paragraph 29.4.4 the Project Agreement states that:

Where in any Academic Year:

1. the Additional School Periods used at a School exceeds 140 hours; and
2. there are unused Additional School Periods at one or more of the other Primary Schools in the same Cluster as the School in question ("Unused Additional School Periods")

The Authority shall be entitled to allocate Unused Additional School Periods (up to a maximum of 60 hours) to a Primary School in the same Cluster that has exceeded its 140 hours limit.

The procedure for allocation of unused hours will be as follows:

1. Between February half term and Easter, CC PFI Team will issue to all schools in each cluster their individual number of Additional Hours used to date in the current academic year, together with the number of hours used by the other Primary Schools in the same cluster and the totals for the previous academic year.
2. By one week before the end of the spring term any school which anticipates having surplus Additional Hours will notify the CC PFI Team of the number of hours they are prepared to allocate to the cluster for redistribution.

3. By the end of the spring term these figures will be distributed to all Primary Schools by cluster.
4. Any schools wishing to bid for additional hours will submit their bid to the CC PFI Team within two weeks of the start of the Summer Term. Data relating to bids received and hours made available by other schools will be circulated to the schools within their relevant clusters.
5. Within four weeks of the beginning of the Summer Term a meeting will be convened for each cluster where bids have been received. At this meeting School Representatives will agree the distribution of Unused Additional Hours within the cluster for that Academic Year.

**Out of hours access by staff must be reported through the Helpdesk in order that the security of the building can be monitored. School staff wishing to enter the school outside core hours are required to contact the Helpdesk to advise when they are entering and leaving the school.**

If the School intends to run an event or activity within School Hours which is quite different from the usual day to day practice (such as Nativity plays or collapsed timetable days) it is advisable to send a notification as this allows the Provider an opportunity to re-arrange their services such as cleaning. This can also be notified on page 2 of the Additional and Unusual Use form.

Any queries relating to Additional Use should be directed to the CC PFI team in the first instance.