WIMBLEDON CHASE PRIMARY SCHOOL



Transforming lives through education, aspiration and inspiration

Lettings Policy and Club Procedures

October 2022

Contents

1	Aims and scope	1
2	Areas available for hire	1
3	Charging rates	1
4	Principles	2
5	Cancellations	2
6	Review	2
7	Application process	2
8	Terms and conditions of hire	3
9	Safeguarding	4
10	Monitoring arrangements	5
11	Appendix 1: Hire request form	6
12	Appendix 2: Club Procedures	.8

1 Aims and scope

We aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations
- Allow the hiring of the premises without using the school's delegated budget to subsidise this
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school
- Not let any hiring out of the premises interfere with the school's primary purpose of providing education to its pupils
- Hire out facilities in a way that is safe, following government guidelines and the school's risk assessment(s)

2 Areas available for hire

The school will permit the hire of the following areas:

- Gym
- Hall
- Dining Hall
- Library
- Classrooms
- Playing fields
- Tennis Courts

3 Charging rates

The deposit and hire fee shall be due and payable on receipt of invoice. If the premises are not vacated by the end of the hiring period a penalty charge will be

levied for each half an hour (or partial half an hour) after the end of the hiring period. A hiring agreement may be terminated if the premises are not vacated within the agreed times.

Please refer to the school website for the current charging rates.

4 Principles

The rates for hiring out different areas are listed in the table in the section above. We may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the school.

We may decide to impose an additional cleaning fee on top of the hiring rates.

5 Cancellations

- Bookings cancelled by the Hirer with 7 or more working days' notice will be entitled to a full refund of the paid fee.
- Bookings cancelled by the Hirer with less than 7 working days' notice will receive no refund of the paid fee.
- The deposit is non-refundable for any bookings cancelled by the Hirer.
- The school has the right to refuse any application or withdraw permission for any letting at any time but will endeavour to give as much notice as possible; no payment, other than a refund of the paid hire fee and deposit, will be made.
- Should the Hirer be in breach of the terms and conditions at any time, the school can terminate the agreement immediately and any paid hire fee and deposit, will not be refunded.

6 Review

The revenue raised from hiring out will be reviewed by the Headteacher and will be fed into the school's financial reporting, to ensure best value is being achieved.

7 Application process

Those wishing to hire the premises should fill out the hire request form, which can be found in Appendix 1 of this policy, and read the terms and conditions of hire set out in section 8.

The Hirer should fill out and sign the hire request form and submit it to the school office. Approval of the request will be determined by the Headteacher.

If the request is approved, we will contact the Hirer with details of how to submit payment and make arrangements for the date and time in question.

The school's Insurance policy does not cover out-of-school activities. All providers must ensure that they have suitable Public Liability Insurance in place to a minimum value of \pounds 5,000,000. Evidence of this must be presented to the schools before the hire commences.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the school, reputational damage may occur, or the activity does not adhere to the latest government safety advice.

8 Terms and conditions of hire

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

- 1. "Hirer" means the person or entity identified in the relevant hire request form.
- 2. The Hirer shall pay the full amount as stipulated by the school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
- 3. The Hirer will be familiar with the school's Child Protection and Safeguarding Policy which can be found <u>here</u>.
- 4. The Hirer will be familiar with emergency equipment, such as fire extinguishers, alarms and fire exits.
- 5. The Hirer run must provide appropriate first aid cover for the activity and ensure that a First Aid Kit is provided.
- 6. The hirer accepts full responsibility for ensuring that appropriate DBS checks have been undertaken.
- 7. The Hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the Hirer and the school by this licence.
- 8. The Hirer shall not sub-licence any of the premises under the licence.
- 9. The Hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
- 10. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
- 11. The school shall retain control, possession and management of the premises and the Hirer has no right to exclude the school from the premises.
- 12. The Hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time.
- 13. The Hirer must take out its own public liability insurance with a reputable insurer and, where requested by the school, shall provide a copy of the relevant insurance certificate no less than 10 days before the start date of the licence.
- 14. The Hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.
- 15. The Hirer shall indemnify and keep indemnified the school from and against: a. Any damage to the premises or school equipment;
 - b. Any claim by any third party against the school; and
 - c. All losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the Hirer of the licence or any act or omission of the Hirer or any person allowed by the Hirer to enter the premises
- 16. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other

liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the Hirer shall not exceed the total fees paid or to be paid to the school by the Hirer under the licence.

- 17. The Hirer will ensure that an emergency evacuation procedure is established. This will detail who will be responsible for taking control, calling emergency services and where to vacate via and where to assemble. Consideration must be given to the needs of disabled participants. A fire practice must be undertaken on a termly basis.
- 18. The Hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
- 19. The Hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
- 20. If the Hirer breaches any of the terms and conditions the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
- 21. The Hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property.
- 22. The Hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
- 23. The Hirer shall comply with all applicable laws and regulations relating to its use of the premises.
- 24. The Hirer and the individuals participating are responsible for adhering to the latest government guidelines on dealing with respiratory infections including COVID-19 at all times.
- 25. The school's premises hire policy, the relevant hire request form submitted by the Hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
- 26. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
- 27. The school and the Hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

9 Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that Hirers abide by the schools' requirements in respect of safeguarding. Any failure from the Hirer in this respect will result in the hire being terminated.

It is the responsibility of the Hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in

the school (during after school clubs or extra-curricular activities), we will ask for confirmation that the Hirers have had the appropriate level of DBS check.

The Hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

The Hirer confirms that, should any safeguarding concerns or incidents occur that they have managed during the hire of the school premises, they shall contact a member of the Safeguarding team, as soon as is reasonably practicable, to advise of the actions taken and the outcomes.

The school's Child Protection and Safeguarding Policy can be found here.

10 Monitoring arrangements

We will review and update this policy when the guidance on which it is based changes or when this version of the policy otherwise stops being applicable, such as where COVID-19 is no longer a risk.

Any updates to this policy will be shared with the full governing board.

School Development Area Leader: Kate Baker

Linked Governor: Tom Jeans

Signed: Kate Baker

Signed: Tom Jeans

Date agreed: October 2022

Review date: October 2024

11 Appendix 1: Hire request form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire, which you can find in sections 3 and 8 of this policy. If you have any questions, please contact Mrs Burnett or Mrs Baker via the School Office.

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address:
	Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation	
Part of the premises requesting to be hired	
Date and time of first hire	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	
Number of expected participants in the activity	

Additional equipment you will require from the school (please note we may not always be able to provide this but will inform you where this is/is not possible)	
Additional equipment you will be providing yourself	
Confirmation and details of the safeguarding and child protection arrangements you have in place	

By signing below, I agree to the terms and conditions set out in the school's premises hire policy.

Name _____ Date _____

Signature _____

Please return this form via email to Mrs Baker <u>bursar@wimbledonchase.merton.sch.uk</u> or to the school office. We will be in touch to inform you if your application is successful, and if so details of the full cost and documents that will need to be shared.

12 Appendix 2: Club Procedures

WIMBLEDON CHASE PRIMARY SCHOOL CLUB PROCEDURES

RATIONALE

At the heart of our ambition for Wimbledon Chase Primary School is our commitment to providing the very best for all children to enjoy and achieve. This includes having the widest possible range of opportunities both within and beyond the curriculum. We offer extra-curricular opportunities through various types of provision delivered by school staff, external providers and independent clubs – all with a view to increasing the range of experiences that children have, enabling them to make informed choices for adult life. Activities are designed to be fun and cater for a wide variety of interests.

We want to offer the scope for each and every child to find a passion, develop a talent, spark an interest or simply find pleasure in doing an activity with others. School clubs are a fantastic way of achieving this and we are excited to offer a wide range of clubs.

AIMS AND OBJECTIVES

Participation in clubs:

- Enables children to sample and enjoy a range of activities and pursuits that will help them choose leisure activities for adult life.
- Enables children to experience activities that they may not otherwise encounter, and acquire and develop new and existing skills.
- Helps build confidence, well-being and creativity.
- Encourages children to develop friendships between age groups and work together co-operatively.

WHO DELIVERS OUR CLUBS?

Some clubs are delivered by members of staff who have a passion for and expertise in, specific subjects. They are very generously offering their time before, after school, or during their lunch hour.

Other clubs are delivered by expert and specialist third parties.

Clubs offered

We offer a varied and challenging programme of clubs and extra-curricular activities for children across the school. A termly Clubs List is produced and sent out via Parents App Connect. This is also published on the school website. Clubs delivered by expert and specialist third parties also send out separate information in addition to the main Clubs List. All external providers will be have an open source research carried out on them by the school to ensure that they are appropriate to the needs and ethos of the school and that they comply with our Prevent Strategy.

Any new clubs are announced during whole school assembly, detailed in the school newsletter and are on the school website.

Not all clubs run each term - the operating dates of clubs are included within the timetable on the Clubs List and on the school website.

GENERAL PROCEDURES

A member of the Senior Leadership Team is responsible for managing the Clubs provision and works closely with our Business Manager, Head teacher, Curriculum Leaders; dedicated teaching staff and our carefully selected third party club providers. This allows us to run an efficient, sustainable, relevant, fun and high quality School Clubs service.

Organisation of Clubs

- After-school activities usually run from 3.30 to 4.30 although there are some exceptions and this is detailed on the Clubs List and school website.
- A new programme of clubs is offered in the Autumn, Spring and Summer Terms of each school year.
- Clubs delivered by expert and specialist third parties will send information to parents about dates and times.

Allocation of Clubs

All places are offered on a term by term basis. If a chosen club runs 'year round', children will need to request a place each term.

Registration

A register is taken by the staff member in charge of a club at the start of each session. If a child is absent but the club organiser has not been reliably informed, the club organiser will go to the School Office with the register and staff will attempt to contact a parent by phone.

Absences

In the case of 'paid' clubs parents are requested to inform the club leader in advance if their child is unable to attend one of the sessions. This can be done either by sending a note via the child to the teacher running the club, or in the case of clubs run by outside professionals, by phoning the School Office who will then pass on the message.

Cancellation of School Clubs

A club should only be cancelled after discussion with a member of the Senior Leadership Team. Clubs will only be cancelled as a last resort if no staff member is able to cover the absence of a club leader. On very rare occasions where it is necessary to cancel a club:

- Parents will be notified, in advance, of any session that needs to be cancelled.
- If a session needs to be cancelled on the day itself for example due to the unexpected illness of the club leader, the school will notify parents and the children will follow the arrangements agreed with parents. Parents/Carers must ensure the school is provided with an up-to-date telephone number.

Should a session be cancelled at the last-minute, for example due to adverse weather conditions, the club organiser will supervise the children until all children have been collected, or follow the arrangements agreed with parents if different.

Supervision and Safety

• The club leader will ensure that all children leave the building safely as per the arrangements agreed with parents.

- Siblings of children attending clubs are to be collected as usual at the end of the normal school day. Neither the school nor the club leader is responsible for the supervision of siblings during the club session.
- A 'first-aider' will always be on school premises for the duration of the club session.
- In case of fire, the children will be led to the designated fire assembly point.

Collection of Children from Clubs

- Activities are planned for the full duration of a Club; sessions will often end with some 'tidy-up' time, therefore parents are asked not to collect their child early unless by pre-arrangement or in exceptional circumstances.
- Parents/Carers should ensure they collect their children promptly at the end of an after-school club from the assigned entrance.
- Children who are not collected on time will be taken to the school office and supervised by the Club Leader until collected.
- If children are routinely collected late from a club, parents will be contacted to discuss the situation. Continued late pick-up may result in a parent being informed that their child is unable to attend a club.

Charges for Clubs

- The cost of clubs is kept to a minimum to ensure access for all children.
- Clubs run by school staff are free of charge unless otherwise specified on the Clubs List. The only exception to this would be to cover the cost of any consumable items.
- The school can help with the cost of a club for children for whom Pupil Premium funding is received. Parents should speak to the Parent Support Advisor.
- Any parent who would like their child to attend a club but is unable to meet the financial cost can approach our Parent Support Advisor who will consider their request sympathetically and may be able to offer support.
- Outside providers of clubs operate their own charging policies. On allowing a club to use the premises, the school will consider the cost to pupils and its financial accessibility.
- Where outside providers are charging parents, the costs to be incurred will be made clear before parents agree to children attending the club.
- External providers will replace any school equipment that is damaged or needs to be replaced through wear and tear by the club.

Payment

- Externally run clubs: Where a charge is made for a club run by a private organisation, payments should be paid directly to the organisation running the club; charges and all payment details are given within the termly club offer.
- School run clubs: Any charges made for school run clubs should be paid termly, prior to the commencement of the club, by Parent Pay, or by cash or cheque to the School Office.

Behaviour

We expect all children to behave in an appropriate manner and any unacceptable behaviour will not be tolerated. All providers are made aware of our behaviour expectations; if they deem any behaviour to be unacceptable this will be reported to a member of the Senior Leadership Team.

Health and Safety Considerations

Prior to starting a club all external Club Leaders are given an Induction Pack which includes policies relating to after-school clubs, health and safety, first aid procedures in school, and child protection. This is explained and talked through by the Senior Leadership Team.

All club leaders are asked to ensure that every half-term there is a reminder about:

- Procedures in case of a fire
- Rules for moving round the school building particularly arrangements for going to the toilet
- Expectations of behaviour

All clubs leaders should ensure that:

- They have all medical details and contact numbers for children attending the club
- They are familiar with the school's Policies for Safeguarding, and Health and Safety.
- They have up-to-date permission slips from parents, including any medical or other special needs, and agreed arrangements for travelling home.
- They have completed, and submitted to the school the appropriate risk assessment for their club.
- A full register of all children attending a club is maintained for each session (Club Leaders to pass their Register back to the Business Manager after each session.).
- Appropriate clothing is worn for all clubs plus any other kit that is required.
- All resources and any necessary preparations have been organised ready for the club to start promptly at the specified time.
- Parents are informed of any change in arrangements.
- Their club finishes promptly at the specified time. The Club Leader has the same duty of care as at the end of the school day; s/he should inform the Senior Leadership Team of any child who is regularly collected late. This could result in a child being prevented from remaining in, or joining a club.

School leadership should ensure that:

- Enhanced DBS Checks are completed on all Club Leaders and details are recorded on the school's Single Central Register.
- External providers for coaching sports activities provide copies of their qualifications.
- Club leaders are clear about the expectations of the school regarding their role.
- A minimum level of adequate supervision is agreed and followed for each activity.
- Procedures (Safeguarding and Health & Safety) and expectations (Behaviour) are followed.
- Risk assessments are in place for each club.
- There is always a member of school staff and a trained First Aider on the premises whilst clubs are taking place.

(A Checklist is provided for Externally run clubs- see attached at the end of Clubs policy)

Safeguarding Procedures outlined in The Lettings Policy must be followed and adhered to.

Inclusion

Our clubs are fully inclusive and all children are encouraged to participate in extracurricular activities. If a child has special or medical needs information will be shared with the Club Leader and any necessary arrangements agreed with the Club providers and parents.

Complaints

If parents are concerned about any aspect of a School club, they should talk to a member of the Senior Leadership Team in the first instance.

<u>Checklist for School Clubs</u> <u>Wimbledon Chase Primary School</u>

Action	Completed
Risk Assessment completed	
Safeguarding and Child Protection Policy in place/submitted	
DBS confirmed and logged with the school office	
Club Leader aware of school Safeguarding Team	
Insurance details provided where appropriate	
Medicines and medical needs of children identified and recorded	
Clubs Policy received	
End of Club arrangements collection organised	
Clear of arrangements for children moving around the school e.g. going to the toilet	
Aware of Fire Drill arrangements and meeting points	
First Aid Kit available (Please note that Outside Providers are expected to provide their own)	
Club register carried out each week	

Signed: _____ Date: _____