



## **PENPOL – Lettings Policy- July 2022**

### **Purpose**

The object of letting (hire of) school premises is to establish a resource, first and foremost, for the benefit of the pupils of Penpol School. This in turn will encourage and facilitate more vibrant, safer and wider opportunities for pupils of our school.

The school should not be let at a financial loss and delegated budgets must not be used to subsidise non-school activities.

### **Hire of hall or Yurt to the General Public**

The hire of the Hall, Yurt or any other areas on site that would involve members of the general public using the site must be considered on an individual basis. The security of the school site and the safety of pupils and staff must be paramount in the decision of letting to a 3<sup>rd</sup> party.

### **Equal Opportunities**

School premises must not be let to any individual group or organization that does not subscribe and adhere to the school's statement on equal opportunities.

### **Political Use**

School premises must not be let for political use. The only exception to this is a polling station.

### **Legal Use**

It is the responsibility of the person letting the premises (hirer) to ensure the premises will not be used for any purpose that may be deemed contrary to English law. The school is a community building and the hirer will be held responsible for noise levels and guest behaviour, which must not offend other users or local residents.

### **Letting Fee**

£20 per two-hour session during week days, during term-time only. If sessions continue after 6.30pm, the letting will also be subject to a locking up fee to be agreed prior to the letting commencing. If the hirer is deemed to be providing a useful service to Penpol's pupils in a way which would not be viable should the normal rate be paid, the school leadership reserve the right to agree a bespoke letting rate. Any lettings requested during the School holiday periods will be subject to separate negotiation.

### **Letting Agreement**

All lettings, even those where no charge is made, must be subject to a letting agreement. This will detail the terms of the letting and must be signed by both the school and the hirer. A letting should only be confirmed as accepted when a signed letting agreement is in place. Any amendments to an agreement will require a new agreement form to be signed.

### **Named Individual**

The hirer must provide the school with a named individual who the school can contact in the case of an emergency. This person must be on the premises for the duration of the letting.

### **Safety**

During the period of the letting, the hirer's named individual will be responsible for following the conditions of booking and ensuring the safety of those using the premises **attending their**

**activity.** The named individual will be responsible for complying with School Health and Safety Policy and any other instructions or guidance provided by the Head Teacher.

The school will provide the hirer with the name and phone number of school contacts in the case of an emergency. A member of the school staff will be responsible for showing the hirer's named individual how to raise the alarm in an emergency. This will include location of appropriate fire exits, fire extinguishers, evacuation and fire assembly points. The school will also have responsibility for organizing periodic fire drills. It will be the named individual's responsibility to keep a register of those attending the event/activity, ensure fire exits are not obstructed and that the school security is not compromised. No equipment can be brought on site without the prior approval of the Head Teacher. Electrical equipment will also require a PAT testing certificate. Smoking, drugs and gambling are not appropriate activities on school premises.

### **Risk Assessment**

The hirer will be responsible for ensuring compliance with any school provided risk assessment. Where appropriate, the hirer will be responsible for undertaking their own risk assessment for specific activities and providing their own first aider. The school's cooking facility must not be used unless prior permission has been obtained.

### **Insurance**

Cornwall County Council or Penpol do not provide the hirer with public liability insurance against personal injury, accident, loss or damage to property. The hirer must provide evidence to the Head Teacher that they have adequate insurance cover in place before a letting can be agreed.

### **Damage**

The hirer will be responsible for the cost of any damage to the school premises or equipment. School staff have free access to all parts of the school site during lettings to check hirers are acting in a responsible manner.

### **Cleaning/Security**

Any cost for cleaning or providing building security will be detailed in the letting agreement. Where such costs are identified, cleaning and security will be the responsibility of the school and the hirer will be invoiced for this accordingly. School site staff will be responsible for opening and closing the school.

### **Cancellations and Complaints**

The school (via the Head Teacher or other appointed representative) has the right to cancel any letting. Reasonable notice of cancellation will be given by the school unless the hirer is in breach of the letting agreement, upon which cancellation will take immediate effect. Where the hirer has a complaint, the school standard complaints policy will apply. If the school has a complaint about the hirer, in the first instance the Head Teacher will raise this with the named person. If the complaint is not resolved, it will be escalated to the governing body to decide on the appropriate action for the school to take.

### **Declaration of Interest**

Any members of the school staff or governors having connection with a letting must formally declare this. Declarations should be formally minuted at the appropriate meeting.

Signed..... Head Teacher ..... Chair of Governors

