



# **LETTINGS POLICY**

**Including Terms & Conditions**

<b>Review Date:</b>	<b>Spring 2020</b>
<b>Reviewed and approved by:</b>	<b>Governing Body</b>
<b>Next review:</b>	<b>Spring 2021</b>

# LETTINGS POLICY

## 1. INTRODUCTION

The Governing Body is committed to making every reasonable effort to ensure the school building and grounds (premises) are available for community use.

### 2.1.1 DEFINITION OF HIRING

A hiring may be defined as 'any use of the school premises by either a community group or a commercial organisation', regardless of whether a hiring fee is charged. It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

### 2.1.2 CHARGES FOR A HIRING

The governing body is responsible for setting the charges for the hiring of the school.

## 2.2 APPLYING TO USE THE SCHOOL

Application to use the school premises should be made to the Lettings Co-ordinator, and the Application Form should be filled in at least 21 days in advance for a minimum of 1 hour. The booking will be confirmed once the official paperwork has been completed, any necessary permissions obtained and all required documentation supplied to the school and ideally payment received in full in advance where this is not possible full payment received before the half term ends.

The period of hire includes setting and clearing time. To comply with insurance requirements Hirers may not have access to the venue prior to the booked start time. Hirers must vacate the premises at the pre-arranged booked time. Additional hours will be charged as per the lettings charge document. All areas must be left in a clean and tidy state and litter must be placed in the outside bins provided.

The head teacher will resolve any conflicting requests for the use of the premises, with school functions always receiving priority.

The Business Manager is responsible for the management of lettings, in accordance with the school's policy, the Head teacher, having delegated this responsibility whilst retaining overall responsibility

If the head teacher has any concern about the appropriateness of a particular request for a letting, he/she will consult with the Chairman of (Resources Committee), who has the authority to determine the issue on behalf of the governing body.

The governing body has the right to refuse an application and no letting should be regarded as 'booked' until approval has been given in writing.

No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed in writing.

# LETTINGS POLICY

## **2.3 HIRE AGREEMENT**

Once a hiring has been approved, a letter will be sent to the hirer, confirming the details of the letting, along with a copy of the terms and conditions and the hire agreement.

The hire agreement needs signing and returning to the school before the hiring can take place. It should be signed by a named individual and the agreement should be in their name, giving their permanent private address.

The hire agreement (with the terms and conditions of hire of the school premises attached thereto) will be signed in duplicate by the hirer and on behalf of the Governing Body.

The named individual applying to hire the premises will be invoiced for the cost of the letting.

All hiring fees will be paid into the school's bank account to offset the costs of services, staffing, lighting, heating, and housekeeping.

### **2.3.1 TERMINATION OF HIRER AGREEMENT**

The head teacher, or the Chairman of the governing body, has the immediate power to terminate any hire agreement relating to the hire of the school premises.

## **FULL DETAILS**

These terms and conditions must be complied with. The "hirer" shall be the named individual on the hire agreement and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

### **3.1 STATUS OF THE HIRER**

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The hire agreement is personal to the hirer/organisation only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

### **3.3 INDEMINITY AND INSURANCE**

Lettings are made on the agreement that the hirer against any loss, damage, costs and expenses indemnifies the County Council and Governing Body during the use of the school premises by the hirer.

The hirer shall insure with a reputable insurance office, against such funds as the hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents or any person resorting to the premises by reason of the use of the premises by the hirer.

Unless specifically agreed by the school, the insurance cover shall provide a limit of indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and

# LETTINGS POLICY

to include liability for the premises including liability for fire and explosion risks arising from the hire of the premises.

The hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the Head teacher, governing body within seven days of a request. Neither the school nor the Local Authority shall be responsible for any injury to persons or damage to property arising out of the letting of the premises.

## **3.4 STATUTORY REQUIREMENTS**

The hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the school premises or which would, or might, vitiate in whole or in part any insurance effected in respect of the premises from time to time.

## **3.5 LICENSES AND PERMISSIONS**

The hirer shall be responsible for obtaining any public licences necessary in connection with the booking and should confirm with the school the licences they hold.

Permission or licence must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

Regulated entertainment, public music, singing and dancing can only take place on premises, which have a Premise's Licence authorising entertainment, or by applying for a Temporary Event Notice.

The Head teacher must be given at least four weeks' notice of a stage play production. The Hirer must obtain a Temporary Event Notice from the local Licensing Authority. The requirement is for the notice to be received by the Licensing Authority and the Police a minimum of 10 working days before the planned event but not including the day of the delivery of the notice or the day of the event.

For more information on licensing please contact, you are District Council:  
Wycombe – Tel: 01494 421222 or email: [licensing@wycombe.gov.uk](mailto:licensing@wycombe.gov.uk)

It is the responsibility of any hirer to ensure that all copyright licences have been obtained to cover planned activities.

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution.

The hirer shall indemnify the Local Authority against all sums of money, which the LA may have to pay due to an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

# LETTINGS POLICY

## 3.6 PUBLIC SAFETY

All conditions attached to the granting of the licence, stage play or other licences and the school's health and safety policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- a) Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times.
- b) The emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes.
- c) fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose.
- d) The Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Head teacher.
- e) The hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available.
- f) Performances involving danger to the public shall not be permitted.
- g) Highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, candles, etc.) shall be undertaken or erected without the consent of the governing body.
- h) No unauthorised heating appliances shall be used on the premises.
- i) All electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence prior to hiring day. The intention to use any electrical equipment must be notified on the hire application form. The governing body and County Council disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.
- j) adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, scouts etc.

## 3.7 THE HIRER'S RESPONSIBILITIES

The hirer must inform the school of any fault, damage or other problems with the premise or equipment encountered during the hiring. No parts of the premises are to be used otherwise than for the purpose of the premises requested. No parts of the premises requested are to be used for any unlawful purpose or in any unlawful way.

### 3.7.1 OWN RISK

It is the hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

### 3.7.2 FIRST AID FACILITIES

It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel,

# LETTINGS POLICY

particularly in the case of sports lettings. There is no legal requirement for the school to provide first aid facilities and use of the school's resources is not available.

## **3.7.3 FURNITURE & FITTINGS**

Furniture or fittings shall not be removed or interfered with in any way. Nor shall they be rearranged except by prior agreement and will be subject to reinstatement at end of each session of use. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any reparation required. Children for physical education use Hall floors and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings; suitable footwear must be worn by anyone hiring and using the Astroturf and school grounds. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

## **3.7.4 FOOD AND DRINK**

No food and drink may be prepared\* (see note below) or consumed on the property without the direct permission of the head teacher in line with current food hygiene regulations.

## **3.7.5 KITCHEN FOOD PREPARATION\* Facilities & Equipment**

A hirer without supervision can use the Hall Kitchen - where only a hot tap and washing up facilities are available.

## **3.7.6 INTOXICATING LIQUOR**

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the head teacher/governing body, whose written consent must also be obtained prior to seeking any Temporary Event Notice for the sale of alcoholic liquor from the local Licensing Authority. All evidence of intoxicating liquor must be removed from the premises at the end of the hiring.

## **3.7.7 SMOKING**

The whole of the school premises, which includes the grounds, is a non-smoking area, and smoking is not permitted.

## **3.7.8 BETTING, GAMING & LOTTERIES**

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

## **3.7.9 NUISANCE/DISTURBANCE**

Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their functions does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

# LETTINGS POLICY

The hirer must comply with the school's arrangements for disposal of any rubbish or waste materials and leave the area clean and tidy as appropriate.

Except in the case of trained guide dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises.

## **3.7.8 RULES**

The hirer shall comply with any rules and regulations that the Governing Body shall make from time to time.

## **3.7.9 CHARGES & CANCELLATIONS**

The hirer acknowledges that the charges are as set out in the hiring agreement, including any review arrangements specified. The letting may be cancelled, provided that in each circumstance, at least 28 days' notice either way is given. It is the hirers' responsibility to notify people appropriately of any changes in dates or venues at least a week in advance.

The Governing Body and the Local Authority will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the Governing Body of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, oil shortage, failure of electricity/gas supply). The decision of the governing body, or the Local Authority, as to whether a letting should be cancelled shall be binding on the hirer.

## **3.7.11 STORAGE ANCILLARY TO THE HIRING**

The permission of the governing body/head teacher must be obtained before goods or equipment are left or stored on the premises, except that the head teacher is authorised to grant permission for the overnight storage of goods and equipment brought to the school for a particular event.

## **3.7.12 LOSS OF PROPERTY**

The governing body and the Local Authority cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required.

## **3.7.13 CAR PARKING**

Cars shall not be parked to cause an obstruction at the entrance to, or exits from, the School. In particular, the Hirer must ensure that access to the school by emergency vehicles not obstructed or delayed. Where parking accommodation is available, this must be used, and users of the school should avoid undue noise on arrival and departure.

## **3.7.14 TOILET FACILITIES**

Access to the designated school's toilet facilities is included as part of the hire arrangements.

# LETTINGS POLICY

## **3.7.15 RIGHT OF ACCESS**

The governing body reserves the right of access to the premises during the hiring for emergency or monitoring purposes. (The head teacher or members of the governing body from Resources Committee may monitor activities from time to time.)

## **3.7.16 VACATION OF PREMISES**

The hirer shall ensure that the premises are vacated promptly at the end of the hiring session. The hirer is responsible for supervising any children taking part in an activity until a responsible adult collects them. – see Letting Form.

## **3.7.17 COMPLAINTS**

Any complaints arising from a hiring agreement should be raised with the Business Manager.

The Governing Body Annually will review this policy.



# LETTINGS POLICY