

Stoneydelph Primary School Lettings Policy

Policy Objectives

The governors adopt and endorse the County Council's Lettings Conditions and recognise the principles therein, namely:

- (a) that school premises represent a significant capital investment and should be fully utilised;
- (b) that school premises are a valuable community resource;
- (c) that educational usage of education premises constitutes a natural priority;
- (d) that a profit margin would be welcome when derived from private or commercial usage but that is not the objective when facilitating educational activity by designated users.

2. Priority Usage

The governors have adopted the following priority usage:

- (i) statutory; e.g. elections
- (ii) designated; e.g. education
- (iii) private; e.g. 'keep fit'

3. Applications for Designated Status

The Governing Body has delegated its power to determine designated status to the Headteacher who will exercise discretion on its behalf and determine applications. The outcome of such decisions shall be a matter of report to the Governing Body each term. The Headteacher will arrange for a list of approved organisations to be maintained. This does not preclude the Headteacher from referring sensitive applications to the full Governing Body at her discretion.

4. Conditions of Hire – as Local Authority directive

Applications

All correspondence and applications for the hire must be made directly to the School. All applications are subject to approval by the Governing Body of the School, but subject to any direction given to them by the LEA.

Hirer

The hirer must be over 18 years of age and shall be the person by whom the application form for the hiring is signed. Such person shall be responsible for the payment of the fees payable in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations contained in the hire agreement.

Fees and charges

The hire fee shall be paid in full upon signing the Hire Agreement together with any returnable deposit required by the Governing Body.

Duration of the Letting

The Governors shall determine in advance the duration of a letting.

Cancelling of hiring by Governing Body

The Governing Body reserves the right to refuse any application without stating reasons for so doing.

The right is reserved to cancel any hiring, without notice, where the Governing Body considers it necessary for any cause outside their control.

Cancellation or postponement by Hirer

Hirers will be allowed to cancel or postpone such bookings. Refunds or fees payable are at the discretion of the Governing Body.

Hired Area

Access is strictly restricted to the hired area and any toilet facilities, entrances, exits and corridors as directed by the Governing Body.

The LEA and Governing Body reserve to themselves, and their officials, the right to enter the hired area at all times on producing evidence of their identity.

Variation of Conditions

There shall be no variation to the conditions of hire without the express consent of the Governing Body.

Care of School Premises

The hirer is responsible for everyone who is on the School's premises for the activities they are organising and, generally, for everyone who comes on to the parts of the School's premises which are under the hirers control at the stated times. The hirer is responsible for ensuring that they comply with all the terms of the hire agreement.

No notices or placards shall be affixed to, lean upon or be suspended from any part of the school premises

No bolts nails, tacks, screws, pins or other similar objects shall be driven into any of the walls, floors, ceilings, furniture or fittings. The hirer shall ensure that no persons using the permitted area to use shoes with stiletto heels or other footwear which may in the opinion of the Governing Body be damaging to the floor surfaces of the hired.

Intoxicating liquor

Intoxicating liquor shall not be brought into nor consumed on school premises without the prior consent of the Governing Body. Where such consent is given hirer must comply with the Licensing Laws and provide evidence of such to the Governing Body.

Smoking

There shall be no smoking on the school premises on the grounds of the fire security and the potential for damage to floors and furniture. All County Council buildings and grounds are designated non smoking sites.

Public Entertainment and other Licences

The promoters of entertainment and functions to which the public are admitted on payment shall be responsible for completing to the satisfaction of the Governors all formalities in connection with the use of the premises for that purpose. Where the Chief Fire Officer or Licensing Authority require additional facilities for the purpose of a letting (such as "Exit" sign and emergency lighting) which are not already installed, It shall be the responsibility of the Hirer to provide such facilities of an approved type and method of installation.

Payment for admission shall be deemed to include admission by tickets or programmes or by any other method by which the making of a payment entitles a person to admission.

No entertainment or function to which the public are admitted shall be allowed unless the premises are licensed for the purpose under the bye-laws of the Local Authority in whose area the premises are situated and all necessary regulations against fire are complied with.

The hirer shall be responsible during the function or entertainment for which the premises are hired for ensuring:

all safety requirements and recommendations of any licensing authority are complied with;

any limitation on the number of persons admitted imposed by any licensing authority or the Governors are complied with;

suitably qualified persons are employed to be responsible for the supervision of the premises and the conduct of those attending so as to avoid personal danger, and damage to the premises.

Copyright and Performing Rights

No copyright work shall be performed without the licence of the owner of the copyright and the payment of any appropriate fees.

The hirer shall comply with all the provisions of the Copyright, Designs and Patents Act 1988. If the hirer shall fail to do so any permission previously granted by the Governing Body to use the school premises shall be immediately cancelled and the Governing Body shall have the right to recover fees, charges or any other payments referred to in these Regulations.

The hirer shall indemnify the Governing Body from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of Copyright Works on school premises.

The hirer shall, immediately after any performance or function at which music has been performed or songs sung, complete, sign and return to the Performing Right Society a Performing Right Society Limited form obtainable from the Performing Right Society Limited, 29-33 Berners Street London W1P 4AA.

If it is proposed to play a copyright record or tape in public, application for a licence so to do must be made to Phonographic Performance Ltd, 103 James Street, London W1R 3HG

Evidence that the necessary licences have been obtained must be supplied to the school at one week/month* (delete as appropriate) before the letting.

Gaming

No gaming is allowed except in accordance with the conditions of the Gaming Act 1968, Section 41 when gaming is carried on at an entertainment promoted for raising money to be applied for purposes other than private gain. A copy of these conditions is open for inspection in the Local Magistrates Court during the normal hours of business and the hirer shall be deemed to have knowledge of the contents thereof whether or not he has availed himself of the opportunity of inspection.

Use of Equipment

The hire area does not include the use of any equipment except where specifically agreed and subject to any fees deemed appropriate by the Governing Body. School furniture (other than chairs for use in halls) shall not be moved except by arrangement. The hirer must do everything reasonable to avoid loss, damage or breakage to the School's property whilst the School's premises are under the hirer's control. Any loss, damage or breakage must be reported as soon as practicable to the Headteacher. The Governing Body will be entitled to charge the hirer for any such loss, damage or breakage on terms to be approved by the school.

Insurance

The hirer will be required to indemnify the School against any liability at law in respect of any accident involving death or bodily injury to any person or damage to or loss of any property real or personal and happening consequent upon or in connection with the use of the premises unless due to the negligence / default of the Governing Body, its Servants or its Agents. The Authority has a special insurance policy which will provide cover for the hirer in certain cases. Full of the policy details including conditions and exclusions can be found in the County Council Third Hirer's Policy - Summary of Cover document. Where the hirer is a political organisation, a professional entertainment promoter, or uses the premises on a commercial / business basis or is unable to satisfy the requirements of the Third Party Hirer's Policy then they will be required to obtain separate third party insurance cover.

Parking of Vehicles

The parking of vehicles on the school's property shall be permitted in approved areas only on condition that persons bringing such vehicles on to the premises do so at their own risk and that they accept responsibility for any damage to the school's property or injury to any person whether connected with the establishment or not, caused by such vehicles or their presence on the school's premises.

Use of Playing Fields

Any hiring of a playing field may be cancelled without notice if weather conditions or the state of the ground make it likely that unreasonable damage may result from use. Suitable footwear must be worn.

Miscellaneous

The hiring body shall comply with such additional conditions as the County Council, Headteacher, or the Governors may require in writing, to be observed for a particular letting.

5. Administration of Lettings

5.1 General

The governors recognise that it would be impossible for them to personally vet every applicant or organisation who wish to make use of the school premises. Accordingly, they have delegated the authority to accept applications for hire to the Headteacher.

5.2 Variations

No member of staff is allowed to vary the terms and conditions under which the school premises are hired to either individuals or organisations nor to deviate from the governors' list of charges

5.3 Lettings Documentation

All formal hirings of the school premises, including those for which no charge is made, shall be properly documented. All hirers must complete a lettings hire agreement and should receive a copy of the conditions of hire. The hire agreement is a contract which the governors may enforce at law.

5.4 Scale of Charges

In arriving at their scale of charges, the governors have followed the principles set out below;

- (1) statutory users will be charged on a cost recovery basis;
- (2) designated users will be charged no more than cost;
- (3) private users will be charged at cost plus an income margin for the school;
- (4) there will be a parity of treatment for similar users;
- (5) the overall cost of letting school facilities will be recovered from users. For the purpose of charging hirers, the Headteacher is employed to determine to which group any particular individual or organisation belongs. The basis of charging will be determined by the purpose for which a letting is arranged. The Scale of Charges forms Appendix 1 of this policy statement.

5.5 Value Added Tax

The governors are constrained by law to apply value added tax to all transactions where this is appropriate.

5.6 Minimum Charges and Deposits

The minimum hire period will be one hour.

The governors reserve the right to require a refundable deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating additional expense being incurred for cleaning, caretaking or other such costs.

5.7 Cancellations / Payment Methods

The governors are mindful of their responsibilities in safeguarding the school from bad debt.

Therefore payment at the time of booking is the norm. Cheques (wherever possible supported by a guarantee card) or cash are both acceptable. In all cases where cash or cheque are paid over then an official receipt must be issued.

5.8 Extension of Credit

The governors will allow, where appropriate, the extension of credit to *bona fide* local organisations and individuals where they are satisfied that these are credit worthy. In all cases the governors reserve the right to withdraw credit facilities where prompt payment is not received. Where credit is extended, an official County Council invoice will be

issued. The governors will not normally extend credit for lettings where the invoice value is less than fifty pounds (£50). The governors have chosen to delegate the approval of credit facilities to the Headteacher who will maintain a list for the guidance of administrative staff. In all cases where credit is advanced, the invoice is to be raised at the time of booking.

5.11 Security

The governors will not normally insist upon continuous caretaking presence. However, they reserve the right and have delegated power to the Headteacher to insist on caretaking presence where, in her view, the nature of the hiring may leave the school vulnerable to theft or damage. A charge will be made on this time.

6. Review of Policy

The governors will review the policy each year in the Autumn Term, and the scale of charges for the forthcoming year will also be reviewed and updated.

Updated by: Mrs E. Parsons (Head Teacher)

Date: October 2020

Review: September 2022

Letting Agreement

Details of letting:

Name:

Purpose of letting:

Duration of letting:

Time of letting:

Letting charge:

Facilities required:

Insurance Policy details:

I agree to abide by the 'Conditions of Use' specified in the attached documentation.

Signed.....

Print name.....

Official position.....

Address.....

.....

Contact tel. number.....

Conditions of Use

1. Furniture or equipment belonging to Stoneydelph Primary School shall only be used for their proper purpose. Damages must be reported to the Site Supervisor.

The hirer shall be responsible for reimbursing the full cost of any damage occasioned by users to premises, furniture, apparatus and equipment.

Alterations to a room such as redecoration, new flooring, etc must not be undertaken without the prior approval of the School Governors and Headteacher. Any such alterations will be paid for by the hirer. Display boards must not be painted over.

2. Kitchen areas may be used by several groups for the preparation of food. The kitchen areas must be left in a clean and tidy condition ready for the next user. Cupboard space will be allocated by the hirer.
3. No pushchairs / equipment or toys must be left in the kitchen areas as this will cause an obstruction to other users.
4. Intoxicating liquor shall not be bought into or consumed in school buildings.
5. The parking of vehicles on the school's property shall be permitted in approved areas only on the condition that persons bringing such vehicles on to the premises do so at their own risk and that they accept responsibility for any damage to the school's property or injury to any person whether connected with the establishment or not, caused by such vehicles or their presence on the school's premises.
6. All hirers of school property must comply with the school fire policy. Designated safe areas will be allocated by the Site Supervisor.
7. The agreement and letting charges as per the signed Letting Agreement and are subject to annual review.
8. Payment will be required termly.
9. Current and appropriate Insurance details and documentation must be produced.
10. The hirer shall be entitled to terminate the agreement upon giving one months' notice to expire no later than three months after an annual review.

Signed:

On behalf of Stoneydelph Primary School Governing Body.....

Name.....

By the hirer..... Name.....

