

St. Mary's CE (A) Primary School



Lettings Policy

Policy written: November 2015 by Jane Hughes

Policy adopted by the Full Governing Body in November 2015

Review of the policy will take place every 2 years or sooner if necessary.

Policy reviewed and approved by Premises, Health & Safety, Wellbeing & Safeguarding Committee - Autumn Term 2015

Policy approved by the Full Governing Body on 17th November 2015

Next review due: Autumn Term 2017

This policy has been written using the Staffordshire County Council Model Lettings Policy. The model policy has been adapted to fulfil the needs of St. Mary's CE (A) Primary School.

**Signed: _____
Jane Hughes – Headteacher**

Dated: _____

**Signed: _____
Stephen Bayfield – Chair of Governors**

Dated: _____

The School is committed to safeguarding and promoting the welfare of children and expects all staff and volunteers to share this commitment.

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.

Hirers are asked to leave the room tidy, use bins for small items of rubbish, any large items must be removed from the premises. A brush and pan are available in the cupboard at the rear of the hall.

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.

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 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.

Policy adopted by the Finance Committee on Autumn Term 2015 and the full Governing Body on the 15th September 2015

Date of review – October 2017.

Appendix – Charges

It was agreed that any Church related group may hire the school or part of free of charge subject that no staff are required to open/ lock the premises and no heating is required.

It was also agreed that local organisations could also, at the discretion of the Headteacher, hire the school for meetings at minimal charge of £10 per hour subject the Headteacher or other member of staff attended the meeting and was available to secure the building after use.

The school has a long standing agreement with the Air Scouts who hire the premises every Friday evening for a fixed annual charge – currently £1500 per year (2015).

Other hirers

Should an outside organisation wish to hire the school the following charges apply. To hire the hall - £30 minimum charge for 2 hours and £10 an hour thereafter.

All hirers must show public liability insurance as indicated in the policy.

Jane Hughes
15.09.15