



STANBRIDGE LOWER SCHOOL

LETTINGS POLICY

Reviewed: September 2018

1. SCOPE

1.1 This policy covers all lettings of the school premises comprising buildings, grounds and facilities.

1.2 The Governing Body believes that, as a community school, it should be used as often as practicable or desired, for the benefit of the community and for the best use as a community asset.

1.3 The Governing Body will consider applications to hire the school from persons outside the community and will consider each application on its merits.

1.4 The Governing Body reserves the right to refuse such applications.

2. HIRING AND LETTING

2.1 The charges have been determined with the principle of providing a service to the community and keeping administration to a minimum. All charges run for a year starting April 1st and will be reviewed annually by the Finance committee.

2.2 The school reserves the right to amend charges during the year if the need arises.

2.3 Regular hirers will be notified of the new rates when they are asked to renew their contracts with the school. A copy of the current rates will be kept in the school Finance Manual.

2.4 Please note bookings made in advance of April 1st will be subject to an increase in charge when the new charges are agreed in March or reviewed at the discretion of the Governing Body.

2.5 The ultimate decision on whether to grant a letting rests with the Governing Body.

2.6 The school/Governing Body reserve the right to access the school premises during a hiring for emergency or monitoring purposes.

3. LETTING FEES

3.1 Fees will be charged based on the scale of fees applicable at the time of booking and are subject to review on 1st April each year. The Lettings and Charges form covers all charges in association with a letting.

3.2 Hirers are required to pay invoices within 4 weeks before the date of the letting.

3.4 In addition to the hire charge, a £50 refundable deposit may be requested in case of additional damages, cleaning or breakages.

3.5 The Governing Body will review all fees annually. Hirers will be given a minimum of two week's notice of changes.

3.6 All use of the school by the PTFA is for the benefit of the school and will therefore incur no charge. The school will cover the site agent's expenses.

3.7 The Head Teacher has the right to offer special rates when the event is for the benefit of the children at the school.

3.8 If the Hirer exceeds the hiring time by more than 10 minutes, an additional hour may be charged.

4. BOOKINGS

4.1 An application and booking form must be completed in writing, in respect of all lettings. Signature constitutes acceptance by the Hirer of all terms and conditions.

4.2 All applications must state the purpose of their hire. The purpose of the hiring will be checked and any concerns forwarded to the Head Teacher before approval is given.

4.3 The school will contact the Access and Referral Hub if they suspect that the letting or gathering has been used for political purposes, not previously authorised by the Head Teacher, the dissemination of inappropriate material or other purposes which could be reportable under the new statutory Prevent duties or which contravene current legislation in any way.

4.4 The application and booking form will explore who wants to use our venue and the reasons for its use, so the booking form will contain the following information:

- Name and contact of main organiser
- Name and details of speaker
- Checks - who do they represent
- Checks - What is the topic for the event
- Checks - How is the event advertised
- Checks - conditions eg. Tickets, open event?
- Checks - is the event to be segregated?
- Checks - What media will be present

4.2 All lettings must be authorised by the Head Teacher and should not be regarded as confirms until both the hirer and the school have signed.

4.3 Regular bookings: It is the hirer's responsibility to renew their regular booking in the summer term. No booking can be confirmed for a period of time until the booking form has been completed and signed by both parties.

4.4 In the event of a conflict of booking, the following priority would be applied. Every effort would be made to avoid such an occasion.

1. School Use - To include PTFA events
2. Community Use
3. Others

5. CANCELLATIONS

5.1 Regular bookings:

- 4 weeks notice in event of cancellation of contract or when the annual contract finishes.
- 4 weeks notice in the event of cancellation of a specific date or dates.

5.2 The Head Teacher of the Chair of Governors (or in their absence their vice chair or senior teacher) has the immediate power to terminate any hire agreement relating to the hire of the school premises, in accordance with these terms and conditions.

5.3 Ad Hoc bookings: Hirers cancelling more than one week in advance will not be charged, however deposits will be retained by the school. Cancellations of less than one week in advance may be charged in full for out of pocket expenditure, at the discretion of the Head Teacher

5.4 In the event that the school cancels a booking, as much notice as possible will be given and if appropriate, a full refund will be given.

5.5 The Governing Body 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 as a result of circumstances beyond their control.

6. INSURANCE

6.1 Hirers must have their own public liability insurance as the Local Authorities public liability insurance only covers claims that arise as a result of the negligence of the Local Authority, its employees or agents. The school must be shown a copy of the hirer's certificate as a condition of hire.

6.2 For one-off private functions or local groups who make occasional/regular bookings, who do not have their own insurance, the school can arrange to provide third party hirer's cover. This insurance provides the hirer with public liability cover up to a limit of indemnity of £5 million in the event of an injury to a third party through the negligence of the hirer. This policy would provide for the hirer's legal liability.

6.3 The cost to the hirer for this cover is 15% of letting fee plus an additional 6% of the insurance cost in premium tax.

7. RESPONSIBILITIES OF HIRERS

7.1 Security:

- The security of the school must be maintained. The front doors must be closed and secured once the letting has commenced and a responsible person must staff the door whilst people are arriving.
- 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 they are collected by a responsible adult. If the Hirer exceeds the hiring time by more than 10 minutes, an additional hour may be charged.

7.2 Health and Safety:

- Hirers will nominate one responsible person (usually the person who arranged hire) to be in charge of proceedings. This person must be in possession of a mobile phone in order to initiate and organise any emergency action, including contacting the Site Agent or School Representative (see below), Police and Emergency Services. 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, 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.

7.3 Supervision:

- Hirers must ensure they have an adequate number of suitably qualified attendants to supervise proceedings. It is good practice that at least two responsible adults are present at any letting involving children, in case of emergency.

7.3 Safeguarding:

- If a letting involves contact with children and/or vulnerable adults, it is the responsibility of the hirer, to ensure that they have complied with the DBS Code of Practice and have valid enhanced DBS documentation and a relevant safeguarding policy.
- The Hirer will be required to provide their safeguarding policy and details of DBS at the time of booking. Hirers should report to the school any safeguarding concerns which may arise.

7.4 Fire:

- Hirers are recommended to prepare their own risk assessments
- Fire regulations must be observed at all times :
 - Standing / Chairs only - 100 persons
 - Tables and Chairs - 100
- 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;
- The emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes;
- Fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose; • The Fire Brigade shall be called to any outbreak of fire, however slight, and the Hirer should then contact one of the Emergency Contacts listed below.
- 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 (please see attached map).
- Performances involving danger to the public shall not be permitted;
- 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, etc) shall be undertaken or erected without the consent of the Governing Body;
- No unauthorised heating appliances shall be used on the premises;
- **All electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence.** The intention to use any electrical equipment must be notified on the hire application form. The governing body disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.

7.5 Care of Premises:

- Hirers will be responsible for any damages to the premises, fixtures, fittings and displays of work and are required to have appropriate indemnity insurance in place (see below). The Hirer must inform the school of any fault, damage or other problems with the premises or equipment encountered during the hiring.
- All areas must be left as found

- tables to be wiped clean
- chairs put away (stacked on top of each other in 8's)
- floors swept clean and spillages spot-mopped (cleaning equipment available on request)
- refuse must be taken away from the premises and disposed of by Hirers
- Furniture or fittings shall not be removed or interfered with in any way. Nor shall they be re-arranged 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, or the use of sellotape (or similar) 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.
- Hall floors are used by children for physical education 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. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.
- **Bouncy castles are not permitted in the hall**
- No part of the premises are to be used otherwise than for the purpose of the premises requested.
- The premises are not to be used for any unlawful purpose or in any unlawful way and are only to be used for the purpose specified in the application.
- A 'Slip Kitchen' - where only a kettle or urn plus washing up facilities - is available and can be used by a hirer without supervision.
- Third parties shall only be permitted to share use of kitchens and/or equipment where a member of the school's staff is available to supervise such use and subject to reimbursement of the resultant staff costs.
- Hirers are not allowed to use the staff room facilities.
- Cars shall not be parked so as 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 is 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.

7.6 Goods stored or left on premises

- The permission of the Governing Body / Head Teacher must be obtained before goods or equipment are left or stored on the premises. 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.

8. ENTERTAINMENTS LICENCE

8.1 The school does not have an entertainments licence and therefore the school cannot be hired for an event that will provide music, singing or dancing to the general public.

9. ASBESTOS

1. The asbestos log is located in the school office and should be referred to by all hirers of the premises.

2. Asbestos is found in the vinyl floor tiles in some school cupboards, the loft hatch area in the roof, various electrical coverings and pipe coverings in the boiler room, fibre board ceiling in the hall and adhesive underneath carpet in the lobby. All are classed on our Asbestos Register as low risk. If these areas are disturbed then medical advice should be sought as soon as possible and the Site Agent/Head Teacher contacted immediately.

10. GROUNDS

10.1 The following actions are **not** allowed:

- Access by vehicles (including bicycles) to the pitches at the back of the school: except for loading and unloading heavy equipment essential to the event. (Please contact the school shortly before the event to determine the best access route and suitability of the vehicle)
- Climbing on the buildings
- Climbing the trees
- Lighting of BBQ's: Hirers need to complete a risk assessment and the risk assessment needs to be approved by the Head Teacher or Site Agent prior to the lighting of BBQs.

11. KEY HOLDER

11.1 Keys should only be held by the approved key holders. No keys should be given to hirers of the building without prior permission from the Head Teacher or Chair of Governors.

12. OTHER

12.1 There is a strict NO SMOKING policy. No smoking is allowed anywhere within the perimeter of the school site. This includes the use of so called 'electronic cigarettes'.

12.2 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.

12.3 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.

12.4 Hirers and organisers 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.

12.5 The Hirer must comply with the school's arrangements for disposal of any rubbish or waste materials.

12.6 No animals will be allowed on the school-site or in the school building except with prior permission (e.g. assistance dogs will be allowed but suitable arrangements need to be made in advance).

12.7 The Hirer shall comply with any rules and regulations which the Governing Body shall make from time to time.

13. EMERGENCIES

In the event of emergencies please dial

- Fire, Police or Ambulance: 999
- **and** contact the Site Agent using the telephone number given to you on the day of the letting.

COMPLAINTS

13.1 Any complaints arising from a hiring agreement will be dealt with using the school's complaints procedure, a copy of which is available from the School Office.

14. REVIEW

This policy will be reviewed annually.

**The Governing Body
September 2018**

Date of Meeting:

Signed Chair of Governors.

