

# BARTON PRIMARY SCHOOL AND EARLY YEARS CENTRE.



## Lettings Policy

DATE: February 2010

TO BE REVIEWED: February 2012



## Lettings Policy

1. **USE OF PREMISES.** Use of the school's premises, its facilities (including the school grounds) is subject to the following rules and, in the case of hirers, to certain standard conditions incorporated into the hiring agreement.
2. **EQUAL OPPORTUNITIES.** All applicants seeking to hire the premises shall be treated on an equal basis regardless of race, colour or nationality, gender, religion, marital status or disablement. Governors will however reserve the right to refuse applications where the purpose of the hiring will come into conflict with the ethos of the school.
3. **APPLYING TO USE THE SCHOOL.**
  - a. Application for the use of the school should be made at the school office. It is expected that applicants will give reasonable notice.
  - b. The right to refuse any application for the use of the premises or grounds is reserved to the Governing Body, or the Headteacher acting on its behalf, and may do so without giving written reasons for the refusal.
  - c. The Headteacher or Chair of the Governing Body, shall have immediate power to terminate any agreement relating to the hire of the school premises or grounds if it is considered that the hirers have in any way damaged the buildings or any part of the premises including fittings, fixtures or furniture, or have subjected them to undue wear and tear or are in any way in breach of the hiring agreement. Such termination will not release the Hirer from any obligations or affect any rights or remedies that the Governing Body may have.
4. **HOURS OF OPENING.** Facilities at the school are normally available for the use of outside hirers between the hours of 6.00pm and 10.00pm on weekdays during Term time. (Unless prior arrangements have been made) In exceptional cases these hours may be extended on application to the Headteacher. Lettings during non-term time are subject to availability and cleaning schedules at the discretion of the Headteacher.
5. **FACILITIES AND CAPACITY.** The school Hall has a maximum capacity of 150 people not seated and 120 people seated. Information about other school facilities is available on application to the Headteacher. On no account must the stated capacities be exceeded.

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 egress 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 must 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 Headteacher.

e. Performances involving danger to the public will not be permitted.

f. Highly inflammable substances shall not be brought into or used in any part of the premises. No internal decorations of a combustible nature (eg: polystyrene, cotton, hay etc) shall be undertaken or erected without the consent of the Governing Body.

g. No unauthorised heating appliance will be used on the premises.

h. The First Aid box shall be readily available to all users of the premises. Information about the location of these boxes will be provided to the hirer at the time of booking. The Headteacher will be informed as soon as practicable of any accident or injury and will be provided with a written report of the incident.

I. All electrical equipment brought into the building shall comply with the Electricity at Work Regulations 1989. The Governing Body and Local Authority disclaim any responsibility for all or any claims or costs arising out of or in any way relating to such equipment.

6. CHARGES. Payment is to be made in person or by post to the School Office. The school reserves the right to refuse lettings. (A minimum of 2 weeks is requested, as shorter notice may need to be refused.)

Hall	Monday - Friday	£20 per hour 6pm - 8pm then £30 per hour after.
	Saturdays	£30 per hour 9am - 8pm then £40 per hour after
	Sundays	£40 per hour 10am - 6pm
	Day Rate is available	Monday to Friday 8am - 6pm £100 after 6pm there will be additional fees

Later evening lets will be considered after consultation with the Site Manager.

Other Rooms	Monday - Friday	£15 per hour 6pm - 8pm then £30 per hour after
	Saturdays	£25 per hour 9am - 8pm then £40 per hour after
	Sundays	£40 per hour 10am - 6pm

All letting of the premises is at the discretion of the Headteacher and Chair of Governors.

All charges above are subject to VAT at the pertaining rate.

These charges cover the normal use of lights, heat, toilets and up to one hour of the caretaker's time. If hirers wish to use specific school equipment then separate arrangements and charges will need to be agreed prior to the letting.

7. SUPERVISION. The hirer and persons in charge or on duty shall have been informed of the procedure for evacuation of the premises for any reason. It is the responsibility of the hirer or persons in charge to inform the users of the premises during the period of hire of the evacuation procedures. The hirer or persons in charge shall familiarise themselves with the fire fighting equipment available.

8. INTOXICATING LIQUOR AND FOOD. No intoxicating liquors are permitted to be brought into, sold or consumed on any part of the premises without the express permission in writing of the Governing Body. The Governing Body's written consent must also be obtained prior to seeking any Occasional Licence or Permission for the sale of alcoholic liquor.

9. NO SMOKING. It is against the law to smoke on any part of the site and buildings.

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

11. OTHER LICENCES AND PERMISSIONS. Permission or licence must be obtained from the copyright owner, the owner of the song recordings (if appropriate) and the publisher for any public performance of music, musicals, operas and stage plays. The borrowing of music scores or plays from a local Library does not constitute permission to perform. The onus is on the hirer to make application to obtain the appropriate licence from the local council ensuring such application is made in sufficient time before the performance. It is the responsibility of any user which uses recorded music in its activities to check if it requires a licence from Phonographic Performances Ltd (PPL) and, if so, to obtain one. Any user performing live music is responsible for checking whether a Performing Rights Society (PRS) licence is required. Details must be kept of the works performed. Public music, singing and dancing can only take place on premises which have an entertainment licence which the hirer must obtain from the local council. Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder save in certain circumstances. Any infringement of this is liable to prosecution.

12. **STORAGE.** The permission of the Governing Body must be obtained before goods or equipment are left or stored at the school, except that the Headteacher is authorised to grant permission for the overnight storage of goods and equipment brought to the school for a particular function or event.

13. **LOSS OF PROPERTY.** The Governing Body can not accept responsibility for damage to, or the loss or theft of hirers' property and effects.

14. **CAR PARKING.** 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 provided and available this must be used. Users of the school should avoid undue noise on arrival and departure. The Governing Body can not accept responsibility for damage to, or the loss or theft of hirers' vehicles, property or effects.

15. **NUISANCE.**

a. Litter shall not be left in or about the school premises.

b. 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.

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

16. **BLOCK BOOKINGS.** Block bookings, period bookings or bookings more than 3 months in advance will only be accepted provisionally. The Governors reserve the right to refuse any application or to terminate a booking with reasonable notice.

17. **CARE OF THE PREMISES.** Premises are let as they stand and no alterations or additions shall be made to lighting, heating, seating, gangways, fittings, fixtures or other arrangements of the accommodation except with the express permission of the Letting officer. Any special arrangements, for example for seating, must be requested in the application and any additional costs incurred by the school paid for by the hirer. No bolts, screws, nails, locks or adhesives shall be driven into or used on any part of the premises other than for materials displayed on boards provided specifically for that purpose. 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.

18. **USE OF KITCHEN.** Under contractual arrangements 'Friends of the School' and similar non- commercial groups may provide refreshments at events organised for the benefit of the school. No charges will be made to them. Tea and Coffee facilities are

available if hired direct from Island Tea and Coffee, if the kitchen is required a fee of £50 an hour + VAT will be charged.

19. CARETAKING. The charges made for the use of the premises will normally be inclusive of all payments for the caretaker or other staff employed by the school. The school must be left tidy after use. Should the premises require more than half an hour cleaning/caretaking time after the letting hirers will be charged at the full extra cost. No allowance has been made for this in the total quoted charge given. The hirer shall accept full responsibility for reimbursement to the school for any additional staffing costs resulting from the use of the premises or grounds by the hirer and the cost of reinstating, repairing or replacing any part of the accommodation or any property in or upon the accommodation which is damaged, destroyed, stolen or removed during the letting. The hirer shall undertake to accept as final and conclusive the decision of the Governing Body as to the fact of any such loss, injury or destruction and as to the amount of such expenses.

20. INDEMNITY AND INSURANCE. Lettings are made on the understanding that the Governing Body is indemnified by the hirer against any loss, damage, costs and expenses during the use of the school premises by the hirer except where such loss, damages costs and expenses are directly attributable to the negligence of the employees of the Governing Body. The hirer shall insure with a reputable insurance office approved by the Governing Body, (who will take the advice of the school's insurers in this respect) against such sums 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 by 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 County Council, the insurance cover shall provide a limit of indemnity of not less than £2,000,000 (Two Million Pounds) in respect of any one incident and to include liability for the premises 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 premiums upon request by the Letting Officer, Headteacher or Governing Body within 7 days of a request. The hirer must insure such fire, health and safety and other precautions as are required by the Governing Body are properly implemented and observed. The hirer must complete an Accident Report Form in respect of any accident occurring during a letting and report it to the Headteacher as soon as possible. It is a condition of hiring the premises that hirers have in place a policy on Child Protection.

**Governors Conditions for letting of the School Premises:**

All hirers must read and agree formally in writing to fulfil these conditions.

1. Smoking is not allowed anywhere on the school premises.
2. No dogs are allowed anywhere on the school premises. (See policy Item 15b.)
3. Hirers will be expected to provide evidence of CRB clearance before permission would be allowed for any child or vulnerable people based activity with at least 2 adults with CRB clearance on site.
4. Users must show respect for the school equipment and furniture. No equipment shall be used except by prior arrangement. Payment and a deposit may be required where appropriate.
5. Hirers will be expected to pay for the repair cost of any damage to equipment or buildings caused during the letting that exceed their deposit.
6. The premises/grounds must be left as found at the end of a letting, Basic cleaning equipment will be available. Litter should be removed from rooms and grounds. The cost of any additional cleaning work will be charged to the hirer.
7. Toilets to be used with cleanliness and hygiene in mind. The cost of any additional cleaning work will be charged to the hirer.
8. Hirers are expected to be punctual to start and finish times. A 30 minute preparation time and tidying time is allowed for at the start and end of the hire. If the hirer exceeds the stated finish time then additional hourly charges will come into force over and above those already paid.
9. Hirers should report to the caretaker or the Headteacher any damage or breakages which take place during the letting.
10. Hirers are asked to do all that they can to prevent walls and displays being marked, moved, spoiled or misused. Any occurrence of this may lead to further costs being required or the cancellation of future lettings.
11. Insurance. The authority has arranged for non-commercial hirers (non-profit making bodies) to be indemnified against liabilities arising from the letting of the premises in the sum of £2,000,000. This cover provides for bodily injury to third parties and/or loss or damage to their property and includes the premises as let and contents thereof.

12. Commercial hirers must make their own insurance arrangements to the same criteria and provide documentary evidence of such before letting can take place.

## HIRE OF BARTON PRIMARY SCHOOL.

I have read and noted the 'Governors Conditions for Hire' of premises at the above school and agree to fulfil the requirements made.

I understand that additional charges may be made for extra: cleaning/ breakages/ damage caused by the hire of premises.

I undertake to inform users of the Fire Safety Arrangements.

Hiring Organisation: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_