

Adopted date:	November 2018
Signature of Headteacher:	
Signature of Governing body:	
Next review date	October 2021

Stickland's CE VA Primary School Lettings Policy

Policy Statement

Use of Premises

As a community school the Governors are keen to see the school used by the community and visitors, to enhance children's social development and opportunities. They wish the school to be used within the context of a Christian ethos.

Definitions

Terms used in this Policy Statement and in the Conditions of Hire are as set out in the Conditions of Letting

Management and Administration of Lettings

The Governing Body has elected to manage its own premises' use, subject to direction by the LA and any statutory requirements. The Headteacher is the first point of call for any hire arrangements and the Headteacher will act on behalf of the Governing Body. The school's delegated budget share must not be used to subsidise any non-school use of premises and grounds.

Purposes of Lettings

A letting may be for "any community use of the School Premises, swimming pool and/or grounds outside the school day or term time and not associated with the corporate life of the school".

Use of the Premises associated with the corporate life of the school includes (without prejudice the generality of the foregoing) activities such as staff meetings, parents meetings, governors meetings and extra curricular activities of pupils or school staff, community education activities and programs directly sponsored or controlled by the LA (e.g. adult education, youth service and in-service training), activities that the LA wishes to support and develop under its subsidised lettings policy e.g. neighbourhood watch, scouts and guides and lettings for purposes approved by the governing body.

Restrictions on a Letting

A letting must not give full-time exclusive use of all or parts of the Premises. Any equipment provided by the Hirer must be removed from the site or stored as agreed by the School after termination of the letting and must not restrict the use of the facilities by the School or other approved organisations. A letting must not interfere with the primary activities of the School.

Use of the Premises

The Hirer is not to use or permit or suffer the Property or any equipment at the Property to be used in any manner or for any purpose which facilitates encourages or promotes extremism or terrorism or which allows access to or the dissemination of information in any form relating to extremism or terrorism or which causes or might cause the Landlord to be in breach of any duty under the Counter-Terrorism and Security Act 2015 or guidance issued pursuant to that Act.

Lettings Charges

The Governors are responsible for setting charges. The charges will cover all the costs involved and must not knowingly provide subsidy from the School's delegated budget share.

The charges will be reviewed annually, during the summer term by the Finance Committee for implementation from 1st September.

Current charges can be found in appendix 1.

The Administrative Process

Initial Approach by Potential Hirers

Hirers should make an approach to the Headteacher who will identify their requirements and the facilities needed by asking for an initial request form to complete. These details will then be communicated to the Finance Committee of the Governing Body.

The Governing Body have the right to refuse an application without stating any reason and no letting should be regarded as booked until approval has been given. No public announcement of a function to be held should be made until the booking has been formally confirmed, Hirers must be informed of this.

Once a booking has been approved a letter of confirmation should be sent to the Hirer, setting out the full details of the letting, enclosing a letting agreement with a copy of the letting Conditions of Hire and requesting payment by cheque or cash at least seven working days (to allow cheques to clear), in advance of the booking. In the event of failure to pay the fee (including failure of the payee's bank to meet payment of a cheque) or to sign and return the letting agreement, the premises will not be made available.

Conditions for the Hire of Stickland's Primary School

Definitions

Terms used in this Policy Statement and in the Conditions of Hire are as set out in the Conditions of Letting

1. 'The Premises' means the whole or part of the school site including the buildings, playground, field and swimming pool.
2. 'Hire' 'Let' and 'Letting' refer to the grant of a licence to occupy
3. 'Hirer' means the person to whom the Premises are let under a licence to occupy.
4. 'LA' means the Local Authority i.e. Dorset County Council
5. 'The Governing Body' means the governors of the school from time to time
6. 'Members' means the Hirer and all the persons present on the Premises by reason the letting to the Hirer
7. 'The School' means Stickland's C.E. V.A. Primary School, Evershot and there the context so permits includes persons authorised to act on behalf of the Governing Body and/or the teaching staff

Personal Liability

The Hirer shall be the person making the application for a letting and such person will be responsible and liable personally for payment of all fees or other sums due in respect of the Letting and for the observance of the Conditions of Hire, the regulations imposed by the LA or its lawfully appointed agent and for any damage or loss suffered by the School or the School staff attributable to the use of the Premises by the Hirer.

Use

All lettings are to be for the sole purpose of the activity for which the Governing Body has given permission.

Insurance

By signing the Hire Agreement, the Hirer warrants to the Governing Body that the Hirer has appropriate insurance to cover third party liability for accidents resulting in death or injuries to persons, including participants in the hiring activity and loss of or damage to property, including the premises arising out of the letting. If requested, the Hirer will produce evidence acceptable to the Governing Body of the existence of such insurance cover.

Neither the LA nor the Governing Body will be responsible for any injury to persons or damage to property arising out of the letting of educational premises.

Protection of Premises and moveable property

Furniture and fittings belonging to the School shall not be removed, damaged or interfered with in any way. No fittings or decorating of any kind necessitating the drilling of holes or fixing by nails or screws into any part of the school fabric will be permitted. In the event of any loss or damage to premises or property the Hirer shall pay the cost of replacement or repair (as appropriate). Any such replacement or repair shall be carried out by the School, not the Hirer. Such payment is to be made within seven days of a written demand

to the Hirer. If the Hirer has paid a deposit the cost will be deducted from the deposit. If the deposit is insufficient to cover the cost the balance shall be paid by the Hirer as above.

Public Safety

The Hirer will be notified before the letting of the maximum number of the persons allowed onto the Premises and of the appropriate adult to child ratio (if applicable).

The Hirer shall ensure that the number of persons using the Premises does not exceed that for which the application was made and approved.

The Hirer shall be responsible for the prevention of overcrowding such as would endanger public safety and for keeping clear all gangways, passages and exits.

Where applicable, the Hirer must adhere to correct adult to pupil ratios at all times.

The Hirer shall be responsible for providing adequate supervision and will maintain order and good conduct of those persons present on the Premises by reason of the letting.

Access to a telephone

There is no legal requirement to provide access to a telephone within the Premises. Hirers are required to ensure that they have a mobile phone.

First Aid Facilities

There is no legal requirement to provide first aid facilities for Hirers. It is the Hirer's responsibility to make adequate arrangements (e.g. trained personnel and provision of first aid kit), particularly in the case of sports hiring's. Use of the School's resources is not available.

Intoxicating Liquor

No alcohol shall be brought onto or consumed on the Premises without prior approval of the Governing Body and none shall be sold on the Premises without a licence.

Smoking

All the School (including the grounds) is a non-smoking area and Hirers are required to ensure that this policy is observed.

Vacation of Premises

The Hirer shall ensure that the Premises are vacated promptly by the end of the Letting period and are left in a clean and tidy condition. The Hirer is responsible for supervising children until they are collected and for ensuring that named adults collect them.

Emergencies

The Hirer shall ensure that in the event of an emergency, occupants leave the school building by the nearest exit. The assembly point is in the playground. The Hirer must make arrangements to be able to contact

parents of any child present on the Premises. Hirers will be responsible for familiarising themselves with emergency exits and must ensure Members are aware of evacuation procedures.

Security

Keys must be signed for by the Hirer. Only they may operate the security system. Keys must not be passed to any other person without direct permission of the Governing Body.

Deposit

The School will require the payment of a deposit before the letting takes place. If the Premises or the furniture and fittings are damaged by reason of the letting or if the Premises are left in an untidy or dirty condition by reason of the Letting the School may deduct any cost of replacement, repair or cleaning from the deposit. The deposit or the balance of the deposit shall be returned to the Hirer within 14 days after the Letting.

Food and Drink

No food or drink may be prepared or consumed on the Premises without the permission of the Governing Body. All litter must be placed in the bins provided. During the month of August the Hirer must remove all litter, as the School has no waste removal service in that month.

Application for permission for food and drink must be made by the Hirer on the application form.

Cleaning

The Hirer is responsible for cleaning and tidying the Premises and restoring these to the state in which they were before the commencement of the hire.

School Equipment

This may only be used if requested by the Hirer on the initial application and its use approved by the Governing Body. Adults must supervise equipment being used and its safe return. The Hirer is liable for damage, loss or theft of School equipment used by the Hirer.

The Hirer is responsible for the safe and appropriate use of the equipment.

Own Risk

It is the Hirer's responsibility to ensure that all those attending are made aware to the fact that they do so, in all respects, at their own risk, so far as the school is concerned.

Right of Access

The Governing Body and its agents shall reserve the right of access to the Premises during the letting. The play structure and field shall be open to the community outside school hours, until sunset, for children under supervision, up to age 12.

Swimming Pool

The swimming pool shall be open to the community at set times each day in the school summer holidays and evenings during the summer term. Hirers will be notified of these times at the time of booking.

Electrical Equipment

Any electrical equipment brought by the Hirer on to the School site must comply with the LA code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the LA.

Bouncy Castle

Use of a bouncy castle is only permitted if it is supplied with its own generator and does not require the school to provide an electric supply.

Stickland's CE VA Primary School – Initial Request Form

Date.....

Name of Applicant.....

Date of birth.....

Address.....

Phone No.....

Organisation Name

Purpose of the letting.....

Which part of the school premises is to be used (please tick)

Discovery Centre

Swimming Pool

Playground

Field

Do you wish to use any school equipment? If so please specify which:-

.....

Provision of food/drink please give details and purpose :-

.....

Do you wish to use your own electrical equipment? **YES / NO**

If so you must provide evidence of an up to date safety electrical test.

Is there any other information or considerations for the Governing Body

Date(s) for letting.....

Start time.....

Finish time.....

Allow time for your preparation and clearing up

If the swimming pool is to be used: What are the swimming skills of the group?

.....

What are the qualifications of the adults - first aid / lifeguards

.....

Please note that the pool cannot be hired without a named lifeguard present at all times.

Maximum number of participants.....

Number of adults supervising.....

Names of other adult supervisors

Relevant qualifications of supervisors

The hirer confirms that he/she has adequate and appropriate insurance cover for the activity to be carried out as per the conditions annexed

The hirer confirms that he/she has made his/her own arrangements with reference to first aid as per the conditions annexed.

Signed..... Date.....

Hire Agreement

1. The Governors: Governors of Stickland's CE VA Primary School, Of Summer Lane, Evershot, Dorset, DT2 0JP

2. The Hirer

Of:

Representing (organisation):

Telephone (including STD Code):

3. The Premises:

4. Date of Hire:

5. Period of Hire:

6. Fee: £

7. Use of Premises:

a. The Governors hire the Premises to the Hirer on the date and for the period mentioned above in consideration of the fee referred to for the purpose set out in the Initial Request Form (copy annexed).

b. The Hirer accepts all the conditions of hire referred to in the attached conditions and agrees with the Governors to observe them and warrants that the information contained in the Initial Request Form is correct.

c. The Hirer's attention is specifically drawn to the indemnities contained in the hire conditions and the need to obtain suitable insurance cover for any loss, damage or injury.

Signed on behalf of the Governors:.....

Signed on behalf of the Hirer:.....

Date of agreement:

NB Two copies of this form should be completed, signed and sent by the hirer to the Headteacher of the school at the above address with a cheque for the fee at least seven days before the date of hire.

Appendix 1 - Current charges

Discovery Centre

£45.00 per session

am session 9am to 1pm

pm session 1pm to 5pm

evening session 5pm to 9pm

Swimming Pool

£15.00 per hour for all hirers