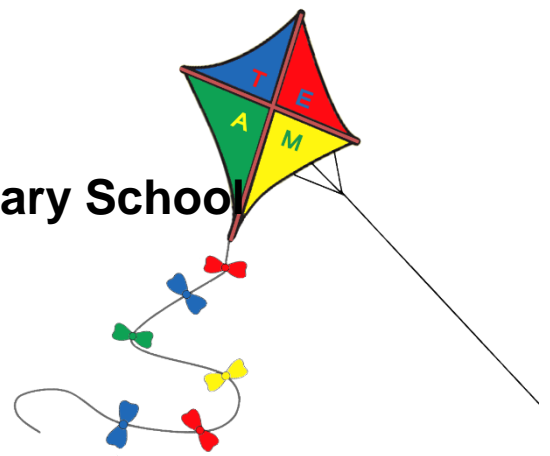


Twyford St Marys C of E Primary School

Lettings Policy



Purpose of the Policy

The purpose of this policy is to promote the use of the school premises by the community as a means of integration with the community the school serves. This policy also seeks to establish and to recognise a fair and reasonable use of the school premises by different groups in the community.

Responsibility for letting of School Property

The governing body is responsible for the letting of the school premises, for lettings arrangements and for setting letting charges. The first priority for use of the school buildings after school hours is for school use. The second priority for use will be those organisations which comprise children from the school, or involve members of the school/ local community.

In practice the governors cannot personally vet each and every application and therefore delegate this authority to the Headteacher, or in her absence the Senior Admin Officer.

Refusal of hire

The Governors (or the Headteacher) may refuse an application to hire the premises if;

- The premises are required by the School
- There has been any damage to the property, or breach of these conditions during previous use of the premises by the hirer
- For any other reason the Governors deem it necessary or expedient to refuse/withdraw the permit
- No compensation shall be payable by the governors by reason of such a decision.

Hiring of School Premises

A Hire Agreement Form should be completed. By signing, the hirer will be covered by the County Council's public liability insurance policy. The hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated. The hirer shall be liable for any damage to property or equipment.

Rates for hire

The school follows the Hampshire County Council recommendations regarding lettings charges.

Conditions of Hire

- Compliance with conditions – the hirer (or the person / body to whom the hire is granted) shall be responsible for compliance with these conditions. Acceptance of the hire agreement is deemed to be acceptance of these conditions including payment of all charges.
- Buildings - use of the buildings must be compatible with the limitations of the buildings. The Hampshire County Councils (HCC) kitchen (used for preparing school meals) must not be used without the express consent of HCC.
- School Equipment – no use may be made of school apparatus such as PE equipment, pianos, kettles, etc without permission from the head teacher or delegated deputy.
- Fabric & Fittings – the fabric and fittings (including electrical installations) and contents of the premises shall not be interfered with in any way. The hirer shall (at the end of the hire periods) leave the property in a clean and tidy condition, all equipment (if given permission to use) being returned to the correct place of storage.
- Cancellation of hire – either by the school or the hirer are determined within the Hire Agreement Form
- Rights of access – the Governing body (and its agents) reserve the right of access to the premises during the letting.
- Smoking - smoking is not allowed on site.
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Date of Policy Approval: November 2020

Date of Next Review: November 2023

APPENDIX 1
CONDITIONS OF HIRE

1 Acceptance of conditions

The hiring of Premises is permitted only on the following conditions. Acceptance of the hire agreement is deemed to be acceptance of these conditions.

2 Compliance with conditions

The Hirer (the person or body to whom the hire is granted) shall be responsible for compliance with these conditions.

3 Applications

- 3.1 Applications for the hire of Premises should normally be made at least three weeks in advance.
- 3.2 In general, reservations will not be accepted for dates more than twelve months in advance, except for special events such as those needing extensive preparations.
- 3.3 The Hirer shall satisfy itself that the facilities to be hired are suitable for his purposes.
- 3.4 The use of the Premises must not interfere with the proper working of the School or impair its efficiency. In particular the Hirer acknowledges that it will not have exclusive use of the School premises.

4 DBS (Disclosure and Barring Service)

Where the hire involves access to children:

- 4.1 The Hirer shall provide to the Governing Body no later than at the time of the Application:
 - 4.1.1 The names of all personnel who shall be supervising the activities, and
 - 4.1.2 Evidence of DBS clearance of all personnel who will be supervising the activities.
- 4.2 All supervising personnel must hold a valid DBS standard disclosure certificate unless otherwise agreed with the Governing Body.
- 4.3 The Hirer shall be responsible for keeping current and up to date the DBS checks and the DBS standard disclosure certificate on the supervising personnel.
- 4.4 The Hirer shall notify the School in writing in advance of any changes to the personnel

5 Fabric and fittings

- 5.1 The fabric and fittings (including electrical installations) and contents of the Premises shall not be interfered with in any way. The hirer shall, at the end of the hire period, leave the Premises in a tidy condition, all equipment being returned to the correct place of storage.
- 5.2 The Hirer is responsible for the safe guarding and safe keeping of all items belonging to the Hirer, its guests/delegates or third parties engaged by it. The School accepts no responsibility for such items.
- 5.3 The Headteacher reserves the right, on proper notification, to invoice the Hirer for any charges arising from excessive cleaning time incurred as a result of the Hirer failing to leave the Premises in a reasonable condition, or for repair of the Premises or equipment damaged by the Hirer, or resulting from the Hirer failing to vacate the Premises by the time stipulated in the hire form.
- 5.4 The Hirer shall, if so stipulated by the Headteacher, pay at the time of booking a refundable deposit to be held by the School against costs unavoidably incurred as the result of insufficient notice of cancellation of booking, any damage caused by the Hirer, or additional cleaning required as a result of the School premises not being left in a reasonably tidy condition. The proportion of the deposit to be retained will be decided by the Headteacher, whose decision will be final. Use of School equipment is subject to Hampshire County Council conditions, and a returnable deposit, payable to the School, of £100 is required.

6 **Storage**

Storage facilities cannot usually be provided. When Hirers are permitted to leave equipment on the Premises, they do so entirely at their own risk.

7 **Hirer's property**

7.1 Furniture and apparatus required may be brought on to the Premises at the Hirer's own risk. Hirers shall not bring on to the premises, without the prior consent of the Headteacher, any article of an inflammable or explosive nature, nor any article producing an offensive smell, nor any other substance, apparatus, or article of a dangerous nature.

7.2 The Hirer shall be responsible for loss or damage to the Premises and contents therein.

7.3 The Hirer shall effect adequate insurance in respect of the liabilities and the loss or damage referred to respectively in Conditions 15 & 16

8 **Refusal of hire**

The Headteacher may refuse an application to hire the Premises if:

8.1 The premises are required by the School;

8.2 There has been any damage to the Premises or breach of these conditions during previous use of the Premises by the Hirer.

8.3 For any other reason the Headteacher deems it necessary or expedient to refuse the application.

9 **Cancellation by the school**

The School reserves the right to cancel any hire without notice. However, the School will, subject to exceptional circumstances, aim to give at least 4 weeks' notice to the Hirer should it become necessary to cancel or postpone a letting.

10 **Cancellation by the Hirer**

The Hirer must give at least four weeks' notice of cancellation to the School.. If any shorter period of notice is given, the following cancellation charges shall apply:

10 working days' written notification – 25% of hire charge

5 working days' written notification – 50% of hire charge

2 working days' written notification – 100% of hire charge

11 **Payment of charges**

11.1 All hire charges must be paid in advance.

11.2 The School reserves the right, on proper notification, to invoice the Hirer for any charges arising from excessive cleaning time incurred as a result of the Hirer failing to leave the accommodation in a reasonable condition, or for repair of the Premises or equipment damaged by the Hirer, or resulting from the Hirer failing to vacate the premises by the time stipulated in the hire form.

11.3 The Hirer shall, if so demanded, pay at the time of booking a refundable deposit to be held by the School against costs unavoidably incurred as the result of insufficient notice of the cancellation of a booking, any damage caused by the Hirer, or additional cleaning required as a result of the Premises not being left in a reasonably tidy condition. The proportion of the deposit to be retained will be decided by the Headteacher and her decision will be final.

12 **Statutory requirements**

12.1 All statutory requirements, including those relating to health and safety and public entertainments, must be strictly fulfilled by the Hirer. Film, music, dancing, indoor sporting events and stage events may be considered to be regulated entertainment and, as such, are licensable activities which require authorisation from the local licensing authority.

12.2 For all regulated entertainment, it is the Hirer's responsibility to inform the local licensing authority and obtain the appropriate licence. This applies if tickets are to be sold at the door or advertised to

the public, but also if tickets are offered to friends and neighbours or even if admission is free and open to all.

- 12.3 No musical works in the repertoire of the Performing Rights Society may be performed in public on the Premises unless the Hirer has obtained the permission of the Society. No copyright material may be delivered or performed unless the consent of the owners of the copyright has been obtained by the Hirer. The Hirer indemnifies the County Council against any action for breach of copyright.

Security

Where the Hirer is entrusted with keys to the School premises it will:

- 12.3.1 Nominate one key holder and one reserve key holder;
- 12.3.2 Ensure that the key holder does not lend, pass to any other person (except when necessary to reserve key holder) or copy the keys;
- 12.3.3 Ensure that whenever it leaves the School premises the premises are left secure;
- 12.3.4 Indemnify the School against any loss or damage which may be suffered as a result of any failure to comply with this clause including but not limited to costs of replacing keys and locks in the event that the keys are lost.

13 Discrimination

The Hirer agrees that it shall not discriminate against any person with respect to opportunity for employment or conditions of employment, because of age, culture, disability, gender, marital status, race, religion or sexual orientation, or any other protected characteristic.

14 Attendance and behaviour

- 14.1 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 will follow the instruction of the Headteacher to prevent admittance of excess numbers to the room.

APPENDIX 2
TERMS OF USE

1. The School is prepared to grant non-exclusive use of the following rooms and/or outside space(s) with the use of the under mentioned facilities:

2. The School reserves the right at any time to relocate these activities if operationally required within the School's premises or elsewhere.

3. Use of the rooms or open space(s) and facilities is to be exclusively in connection with the work undertaken by the Hirer and for no other purpose.

4. The Hirer should ensure that its staff behave in a responsible manner consistent with its presence on a school site and to ensure compliance with health, safety and welfare legislation.

5. The Hirer is required to keep the Premises together with its fixtures and fittings in a clean and tidy condition.

6. The Hirer must ensure the security of the Premises and at all times conform to the reasonable instructions by the School for the proper running of the building.

7. No alterations or additions are to be made to the Premises.

8. No signs or advertisements are to be displayed without the School's consent.

9. The Hirer will indemnify the County Council in respect of any loss or damage, injury, cost, charge or expense howsoever caused or incurred arising from its use of the Premises.

APPENDIX 3

APPLICATION FOR THE HIRE OF FACILITIES AT TWYFORD ST MARY'S C OF E PRIMARY

The application should be sent to the School and should normally be made at least 14 days before hiring is required.

| | |
|---|-----------------------------|
| Name of applicant | |
| Address of applicant (to which all correspondence can be sent) | |
| Post code | |
| Telephone number | |
| Name of organisation and applicant's position within organisation (if applicable) | |
| Room/space(s) required (delete as applicable) | Hall Playground Field |
| Facilities required (VAT will apply if any equipment other than chairs, tables and OHPs is required) | |
| Date required | |
| Time | From: To: |
| Purpose of hire | |
| If you wish to provide bar facilities do you have a licence? | YES/NO |

Declaration

- 1 I have read and accept the conditions of hire, and agreed to abide by these and any special conditions communicated to me.
- 2 I agree to indemnify the County Council against any accidents or damage to County Council property or injury to persons which may be incurred as a result of the hiring unless caused by the negligence or breach of statutory duty of the County Council. I understand that the County Council have taken out a policy of insurance, brief details of which have been supplied to me, which provides an indemnity for my legal liability for accidents, damage and injury.
- 3 I enclose a copy or copies of appropriate qualifications held by the person(s) running the activities (where appropriate) in support of this application.
- 4 I accept that an additional charge may be made in respect of damage caused to the Premises or school property through negligence or wilful intent.
- 5 I agree to the payment conditions.
- 6 I am over 18.

Signed _____

Name in full _____

Date _____

This section will be returned to you as confirmation or otherwise of the letting. It is **not** an invoice.

| | |
|---|-----------------------------|
| Name of applicant | |
| Address of applicant (to which all correspondence can be sent) | |
| Post code | |
| Approval is granted for your use of the following: | |
| Room/space(s) required | Hall Playground Field |
| Facilities required (VAT will apply if any equipment other than chairs, tables and OHPs is required) | |
| Date required | |
| Time | From: To: |
| Purpose of hire | |
| Charge | Plus VAT (if applicable) |

APPENDIX 4

HIRER'S INSURANCE – INDEMNITY CLAUSE

In accordance with the terms of hiring it is customary to require persons/organisations to accept responsibility for damage to the Premises and its equipment and for any third party claims involving injury to persons and/or damage to property.

A INJURY TO PERSONS OR PROPERTY

- 1 The Hirer shall indemnify the County Council against all claims for damages, compensation and/or costs in respect of:
 - 1.1 Bodily injury or illness to third parties, including the County Council's servants and agents and/or
 - 1.2 Damage or loss to third party property caused by, or arising out of, or being incidental to the Hirer's use of the Premises.
- 2 The Hirer shall effect adequate insurance to cover this liability with a minimum limit of indemnity of
 - £10 million for commercial hiring except where otherwise agreed
 - £5 million for non-commercial hiring

B DAMAGE TO PREMISES AND EQUIPMENT

- 1 The Hirer shall be responsible for the loss of, or damage to the Premises and contents therein which are the property of the County Council, except when loss or damage to the Premises or contents are as a result of the negligence of the School or County Council.
- 2 The Hirer shall effect adequate insurance to cover this liability with a minimum limit of indemnity of
 - £10 million for commercial hiring except where otherwise agreed
 - £5 million for non-commercial hiring
- 3 Hirers must produce evidence that the required insurance cover is in place at least 7 days before the event.

NON-COMMERCIALHIRER

Due to difficulties experienced by non-commercial hirers in arranging public liability insurance with a limit of indemnity of at least £5 million (the lowest limit acceptable for use of Hampshire County Council premises) the County Council has arranged for the following policy, and Hirers who cannot produce evidence of public liability insurance must as a condition of the proposed hiring accept the hirer's insurance arranged by the County Council, (provided they do not fall within the definition of the exclusions listed below).

HAMPSHIRE COUNTY COUNCIL – ON BEHALF OF NON-COMMERCIAL INDIVIDUALS AND ORGANISATIONS HIRING COUNTY COUNCIL SCHOOLS, COMMUNITY COLLEGES, EDUCATION CENTRES AND OTHER HAMPSHIRE COUNTY COUNCIL PROPERTIES

OPERATIVE CLAUSE

The indemnity will cover individual hirers for their legal liability for injury/illness to third parties and/or loss/damage to their property, and loss or damage to the Premises and contents hired, including such liability that may be imposed on the Hirer under the terms of the hiring agreement.

LIMITATIONS

For loss/damage caused other than by fire or explosion, cover is subject to an excess of £100.

EXCLUSIONS

- Political meetings and professional entertainment promotions.
- Commercial, business or trade hiring.

NOTE

This is a public liability insurance policy. It does not provide cover for:

- Employers' liability – if the Hirer has employees the Hirer must provide this cover.
- Professional negligence of the Hirer – if the Hirer is providing a professional service, it must take out this cover for itself.
- Personal accident – cover for participants in the Hirer's activity where they have been injured as a result of a pure accident and there is no negligence on the part of the Hirer.