

# **Staple Hill Primary School**

## **Lettings Policy 2016**

**Date Approved by Governing Body: 23 November 2017**

**Written by:** Governors and Staff, Staple Hill Primary School

### **Rationale:**

- 1. This policy applies to the letting of all premises and grounds maintained by South Gloucestershire Council.**
- 2. In this policy governing body means the full governing body or the Chair or Chair of the Finance & Buildings committee as a representative.**

### **Procedure:**

- All applications must be on the form provided by the school and must be completed in full as required. Failure to do so may result in the application not being approved.
- Applications will only be accepted for a maximum period of one year between the first day of April of one year and the last day of May of the following year.
- The hirer must personally sign the application form and may not assign or sub-let the premises or grounds hired.
- All lettings must be approved by two of the following: the Head, the Chair of Governors and the School Business Manager.
- The governing body may cancel any letting at any time, but either the fee paid will be refunded or an alternative date/venue offered, except in the case of misconduct.
- No person or persons shall use premises or grounds covered by this policy without a current approved application form. Any person or persons who knowingly act in contravention of this will be charged at the appropriate rate and refused permission to use the school's facilities in the future.
- The school reserves the right to impose special conditions in respect of any letting, series of lettings or class of lettings, in order to protect its employees or property.

### **Charges:**

- Charges will be made at rates, which will be determined from time to time by the school governors without prior notification to the hirer. In cases where the incorrect charge has been quoted, the school reserves the right to charge the correct rate, although the hirer may consider the letting cancelled.
- Charges may be waived at the discretion of the governors.

### **Care of Premises:**

- The hirer shall ensure that there is a responsible adult present and able to supervise at all times during the letting.
- The hirer is required to pay the school the cost of making good any damage to the property, which may be the result of the letting. The hirer is required to clear away and remove any rubbish from the school site and leave the premises and/or grounds in the condition in which they were found. We would also request that the toilets are checked and flushed at the end of each letting. The hirer will be responsible for reimbursing the school for any additional costs incurred in cleaning the premises or clearing the grounds after a letting.
- No desks, fixed furniture or equipment that may be in the accommodation hired shall be used or interfered with, without the prior approval of the governing body. Standing on seats, furniture, windowsills, etc. is not permitted. Fittings, fixtures or decorations of any kind shall not be permitted, other than purely temporary arrangements, which require no permanent fixings, which would damage or disfigure any part of the premises.
- Chalk, resin or polishing materials may not be used on floors.
- The electrical and mechanical installations of the premises are not to be supplemented or altered, nor is any specialist equipment such as public address systems to be installed by the hirer, except with the express approval of the governing body.

### **Equipment and Accommodation:**

- Specialist rooms and equipment (including gymnastic equipment, public address systems, stage lighting and pianos) are not included in the letting arrangements.
- Chairs installed in the premises may be used by special arrangement with the governing body, but the school does not undertake to provide suitable chairs or seats for use by the hirer. Any furniture provided by the hirer must be removed immediately after the end of the letting.
- The school does not provide first aid medical facilities for hirers, nor does it guarantee access to the public telephone system for calling assistance during lettings. Hirers should make their own arrangements.

### **Fire Exit:**

- It is the hirers responsibility that fire exits are unlocked and accessible.

### **Conditions of Premises:**

- Whilst the school gives no guarantee as to ensure the fitness, suitability or condition of the premises or grounds at the commencement of the letting, every effort will be

made to ensure that they are in a reasonable state. Please report to the office if you find this not to be so.

### **Insurance**

- It is the responsibility of the hirer to effect whatever insurance s/he considers s/he requires, to cover her/his liabilities. Insurance effected by the school does not extend to a hirer's liabilities.

### **Playing Fields**

- The school will be responsible for the final approval of lettings of playing fields and certain external recreational areas.
- The school does not give any guarantee as to the standard of any pitch or field, nor to the maintenance or improvement of this standard during the season. The hirer shall be aware of the state of any pitch or field upon submitting her/his application and such application will be deemed to be for the particular pitch or field as seen.
- The school shall deem whether any pitch or field is fit for use and their decision shall be final.
- If the letting includes use of a toilet, these must be left in a clean condition and flushed.

### **Legal Requirements**

- The hirer shall comply with the legal requirements concerning consumption of intoxicating liquor, music, singing and dancing licences, theatre licences and copyright. The hirer shall be fully responsible for obtaining any licences or any other permissions required, always providing that no such application shall be made without the prior approval of the governing body.
- The hirer shall comply with Section 12 of the Children and Young Person's Act 1933, that is to say: where any play or entertainment is provided at which the majority of the persons attending are children, then if the number exceeds 100, it shall be the duty of the hirer to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building or any part of it than can be safely accommodated there and to control the movement of the children and other persons admitted while entering and leaving the building and to take all other reasonable precautions for the safety of the children.
- The hirer is specifically forbidden to use, or allow the use of the hired premises or grounds for any illegal or immoral purpose and shall not carry on any activity so as to cause nuisance, or annoyance to other users of the premises or neighbouring or adjoining premises.
- Hirers, who are acting in loco parentis, are subject to safeguarding regulations. Proof of DBS status of all adults with access to young or vulnerable people (under 18

or vulnerable adults) must be provided to the school together with a copy of the hirer's safeguarding policy prior to the booking date.

### **Compliance With Regulations**

- Failure by the hirer to comply with any or all of the foregoing regulations where applicable - whether intentionally or not may be deemed by the school to be just cause for the immediate cancellation of any letting or series of lettings.

### **Additional Conditions**

- All applications for religious or political groups, or any group the purpose of which the headteacher considers has the potential to cause offence to the community or part of the community shall be referred to the full governing body, or the buildings and finance committee, for consideration as to whether or not to approve the letting.
- The school is a smoke free zone and therefore this policy applies to all lettings.
- Any letting serving alcohol will need to seek a licence in the usual manner and any event where alcohol is intended to be consumed will need to seek the individual consent of the governing body.

### **Keys**

- When any lettings are agreed each letting will be accompanied by a copy of the policy, a copy of the lettings rules and a copy of their agreement. Those in charge of the letting will also be issued with a set of keys (front gate, front door, side door (fire exit), alarm fob and access card). A refundable deposit of £20 will be charged for the keys which will need to be signed for. Any misuse of the keys will be taken seriously.

### **Document History**

Date	Notes
25 February 2010	Reviewed by P,F & B committee
23 March 2010	Ratified by FGB
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