

St Werburgh's C of E (VA) Primary School



Lettings Policy

Approved by: Kate Leatherbarrow

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Lettings

Hiring rates legislation requires that any costs of hiring premises which are charged to the school's delegated budget must be repaid to that budget from income received, for example costs of electricity, heating and payments to members of staff, before allocating income to anything else.

The surplus will be available for use by the Head teacher in consultation with the Governors.

Procedure

Potential hirers will be given a **Hire of premises letter** (Appendix 1), **Conditions of hire** (Appendix 2) and **Application for hire of premises** (Appendix 3).

In addition to the hire charge, a security deposit to be set at the time of booking will be required to cover any damage, extra cleaning or additional expense that may be incurred by the school in relation to the let. This is refundable if not required and is at the discretion of the Headteacher and Board of Governors.

Whenever practical, payment will be made 21 days in advance. Bookings will not be confirmed until payment has been received.

On receipt of payment hirers will be given a receipt and contract of hire letter (Appendix 4).

The school's Business Manager will account all monies in connection with school lettings. She will co-ordinate all correspondence and maintain all records required for lettings.

A diary of all lettings, including polling days, shall be kept by the School Business Manager.

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Hire Periods and Charges

3.30pm – 6.00pm

The Headteacher and Board of Governors may enter into an agreement to let the school premises (hall, kitchen and main playground) by arrangement, to any group or organisation whose activities are considered suitable. Priority shall be given to groups whose activities will benefit the children of the School.

After 6.00pm

The Headteacher and Board of Governors will have the authority to enter into agreements to let school premises (hall, kitchen and main playground) between 6.00pm and 11pm Monday to Friday and between 9.00am and 11.00pm on Saturdays, Sundays and Bank Holidays. Any agreement to let must take into account the nature of the activity proposed.

There are four distinct periods when the school premises are available for hire and the charges for each are as follows:

a.	Monday – Friday	3.30pm – 6pm	£20 per hour
b.	Monday – Friday	6pm – 11pm	£25 per hour
c.	Saturdays	9am – 11pm	£30 per hour
d.	Sundays and Bank Holidays	9am – 11pm	£35 per hour

The kitchen can be hired with the main hall for a single fee of £30.00 (for cold preparations) or £40.00 (for hot preparations) for the duration of the hire period. If the kitchen is to be used, the Head of Kitchen must be informed.

The Headteacher and Board of Governors retains an absolute discretion as to whether or not any other school equipment (such as stage lighting or the piano) shall be included in the let, and if so on what terms. Any let which includes the hire of such equipment may also be subject to an additional or greater deposit.

The Headteacher, Board of Governors or Administrator shall advise the proposed hirer of the cost of the let and that additional costs will be payable if the premises are damaged or not restored in the condition in which they were originally let. Such damage or additional cost will be deducted from the deposit in the first instance, with any additional sum being notified to the hirer and payable within 7 days of such notification.

The Headteacher or Board of Governors is required to report on all lettings to the Site Manager.

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Insurance

An insurance premium will be charged for any lettings out of school hours. Payment in respect of the insurance cost must be made not less than 7 clear days before the let takes place to enable appropriate arrangements to be made. This amount is not returnable if for whatever reason the let does not proceed. The cost per letting will be £5.

The Headteacher and Board of Governors will review any changes in the insurance policy schedule annually and amend this policy as appropriate.

Licences

A copy of any license permissions eg: alcohol licence, must be given to the school's Business Manager and kept in the office.

Unsuitable Lets

The headteacher will retain an absolute discretion to determine what is an unsuitable let. In all instances, the decision as to suitability will rest with the Governing Body.

The Headteacher is authorised to make day-to-day decisions on behalf of the Governing Body and may seek advice from the Chair of Governors and/or the Finance and Site Committees about any aspects of implementing this policy.

Cases of Disorder

If a member of the hire party is deemed to be under the influence of drugs or exhibiting drunken behaviour or is verbally or physically aggressive, they will be asked to leave the premises by the Site Manager. If they refuse, the police will be involved.

Site Manager

The Site Manager should be informed of all lettings, whether or not he will be on duty for the letting.

If the Site Manager is not on duty, the person responsible for supervising the letting must know the procedures to be followed in the event of an emergency, eg. The whereabouts of first aid supplies, emergency telephone, fire extinguishers and emergency exits. He/she must also know the procedure for reporting any damage to property or premises and ensure that a report is submitted.

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School events

Where the Headteacher or Deputy Headteacher attends Governor or PTA meetings or some social events, they may, if they wish to, dispense with the Site Manager's presence, thereby avoiding such costs.

Security and Keys

The Head and Chair of the Governing Body should agree on who may hold the keys to the premises.

The LA, Police, Fire and Security Services should hold the names, addresses and telephone numbers of the key holders. It is important that the correct procedures are followed or any claim on insurance could be jeopardised.

Anyone (Governors, Headteacher or Staff) going on the premises outside school hours should notify the Site Manager.

Use of Premises for Parliamentary, Local and European Elections

The Returning Office may use any part or all of a voluntary controlled school for the purpose of the election. The candidates in such elections are entitled to use 'free of charge', at reasonable times, a suitable room in the school for public meetings.

'Free of charge' means that the school cannot make a 'hiring' charge for this use of the premises. However, any expenses incurred in preparing, heating, lighting, cleaning the rooms or care taking costs, are met either by the Returning Officer or the candidate, as appropriate.

Emergency Procedures

The Site Manager will draw up an emergency plan for each letting and ensure that the organiser is aware of the fire exits and muster points before the event takes place. The organiser must also indicate on the hire form that they have read the Health & Safety and Emergency Action Plan procedures.

Site Capacities

Governors have a legal responsibility to comply with the maximum figure allowed under health and safety legislation

The hirer must provide the Administrator with an estimate of the number of people expected. If more than 200 people are on site an additional second member of staff must be present.

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Review

The Finance Committee will review this policy every two years or sooner if the need arises, so that changes, additions and amendments can be made in consultation with the Site Committee.

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Appendix 1 - Hire of Premises Letter

Dear

Thank you for your enquiry about hiring premises at the school. Enclosed is:

- an application form that you should complete and return to the above address;
- the Emergency Action Plan and Health & Safety Policy;
- the Conditions of Hire.

Please read these carefully as they set out the user's and hirer's responsibilities.

HIRE COSTS (main hall or playground):

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Monday – Friday	3.30pm – 6pm	£20 per hour
Monday – Friday	6pm – 11pm	£25 per hour
Saturdays	9am – 11pm	£30 per hour
Sundays and Bank Holidays	9am – 11pm	£35 per hour

The kitchen can be hired with the main hall for a single fee of £30.00 (for cold preparations) or £40.00 (for hot preparations) for the duration of the hire period.

If you wish to use any of the school equipment as part of the let, then please advise us as to the proposed use and the identity and qualification of the person who will take responsibility for the equipment. We will consider whether the equipment can be included in the let and will advise you of the extra cost, if any, this would incur.

The school will effect a Hirer's Policy and an insurance premium of £5.00 per session (depending on the activity) will be charged. In addition, if you have your own insurance, a copy of the document should be provided. A 'let' cannot go ahead until we have received the completed form and issued you a Letter of Offer.

The hire fees are to be given to the school office, IN ADVANCE. Cheques should be made to St Werburghs Primary School The cash/cheque security deposit.

Please note that you are responsible for restoring the building to the standard in which you found it. Please contact me on the above telephone number if you have any queries.

Yours sincerely,

Mrs A. Alton
Headteacher

Appendix 2 – Conditions of Hire

Conditions of Hire

Emergency contact numbers

The hirer must provide the site with 2 emergency contact numbers.

Insurance

The hirer must accept the Insurance provided by the school. The premium for this is non-refundable.

Health and Safety

The hirer is responsible for ensuring that all people using the school premises during the hire period are aware of exits and that hirer's staff know the location of fire fighting equipment. No exits or corridors may be blocked or fire-fighting equipment removed.

Alcohol

Alcohol may not be consumed on the school premises without permission of the Governors.

Licences and Copyright

The hirer is responsible for obtaining all necessary licences and copyright consents. The Governors are entitled to require proof of a licence and copyright consent 48 hours before the hiring.

Licences are required by the local authority and are usually required for:

- Any function at which alcohol is sold;
- An entertainment advertised to the general public, whether on payment or otherwise.

Licences are not required for:

- Bazaars, jumble sales, car-boot sales, bingo, whist-drives etc where the proceeds are for the school;

Copyright consent may be obtained from the Performing Rights Society: 0171 580 5544.

Limited Car Parking

Parking requirements to be discussed with Site Manager prior to agreeing the booking.

Smoking

Smoking is not permitted anywhere inside the school buildings or school grounds

Payment

Fees, including insurance premium and cash deposit, to be paid in advance.

Block bookings: payment to be made on invoice at the beginning of each term with full payment required by the half-term.

Fixtures and Fittings

No fixtures or fittings or other objects shall be driven into the fabric or furnishings, or affixed to them without the prior written agreement of the Governors.

Use of Furniture and Equipment

The movement of school furniture and equipment from room to room is not permitted, unless previously agreed in writing with the Governors. The use of all equipment and apparatus is subject to the prior written agreement of the Governors.

Hirer's Apparatus and Equipment

The hirer shall obtain the Governors' written agreement to the bringing onto the school premises of any apparatus or equipment. The hirer shall ensure that such apparatus or equipment is removed within such time as the Governors may allow. Any property not so removed may be removed by the Governors at the hirer's risk. The cost of such removal, together with any storage charges incurred by the Governors, shall be recoverable from the hirer.

Liability

The Governors shall not be liable for any loss or damage caused to the hirer or to any other person as a result of:

- Any failure or defect or want of repair in any of the fixtures, fittings, furniture, equipment
- or appliances belonging to the school or LA at the school; or
- Any failure or interruption in the supply of water, gas or electricity to the accommodation; or any defect or want or repair in the premises or in the means of access to the premises; or
- Any theft or malicious or accidental damage to or loss of any property of any person taken or left at the premises.

Numbers

The hirer must provide the Administrator with an estimate of the number of people expected.

Behaviour

The hirer is responsible for ensuring good order is maintained throughout the period of hire.

Advertisements

No advertisements, emblems or slogans shall be displayed outside the school premises without the prior written permission of the governors.

The hirer shall remove from inside the premises any advertisement, emblem or slogan if, in the opinion of the Governors, it is unlawful, unseemly, likely to lead to a disturbance or expose the premises to undue risk of fire.

Right of Entry

The Governors, the Headteacher, Leadership Team and others appointed by the Governors, shall have right of entry to the premises at any time during the hiring.

Reporting Damage

Any damage to the premises or its contents by the hirer must be reported on the day of hire to the Site Manager or person from the school supervising the letting. This must be followed by a written report on the damage caused.

Condition of Premises

The hirer is responsible for leaving the premises in the same condition as they were before the hire and for ensuring that everything is clean and tidy.

Cancellation

Occasional bookings: the hirer to give at least 10 calendar days' notice of a cancellation.

Block bookings of a term or longer: at least two months' notice of cancellation to be given by the hirer or Governors.

In the event of the hiring being cancelled with undue notice, the Governors shall be under no liability to refund any payment made for hiring or to compensate the hirer or any other person for any loss or damage sustained in consequence of the cancellation.

Guidelines for Children's After-school Activities Hirings

- There should be a minimum of two responsible adults present at a ratio of one adult to 10 children.
- The children should not be left unsupervised at any time.
- The children must all be collected at the end of the session. If any parents or carers are late in collecting their children it is the responsibility of the leader of the session to contact them. If this is not possible they must contact a member of the school staff.
- No child should be left in school unaccompanied.
- An arrangement for collection must be made.
- Only the areas requested in the application form are used during the let.

Failure to abide by Conditions

If, during the period of hiring, any authorised member of staff who may be present is of the opinion that any of these conditions have not been complied with or that disorder, damage to property or an illegal act has taken place or is threatened, that person may summarily terminate the hiring by oral notice to the hirer, or (in his/her absence) to any other person or persons apparently in control of the proceedings, whereupon the premises shall be vacated forthwith. The police will be immediately notified if there has been a serious breach.

Additional Conditions

The Governors reserve the right to impose additional conditions to those described above as and when they consider it appropriate to do so.

Appendix 3 - Application For Hire Of Premises

Name of hirer:			
Address:			
Telephone:			
Mobile:			
Venue: main hall / kitchen / playground (delete as appropriate)			
Date of hire:			
Time of hire – from:		To:	
Number of hours			
Emergency telephone numbers			
Name:		Tel no:	
Name:		Tel no:	

I have read and understand the Emergency Action Plan and Health & Safety Policy and accept full responsibility for the health and safety of those using the premises during the hire period.

Signed:	Print Name:	Date:

Contract of Hire

Dear

This is to confirm that we have agreed to hire out the following facility / facilities:

School hall

Kitchen (cold preparation)

Kitchen (hot preparation)

Playground

(delete as appropriate)

Date of hire:

Time of hire: from to number of hours

We have received the hire charges payment of £ (inclusive of £5 non-refundable insurance premium) together with your deposit , which is returnable if no damage or extra cleaning is required.

Please report to the Site Manager 30 minutes prior to the time of hire in order to familiarise yourself with the school grounds.

Yours sincerely,

Mrs A. Alton
Headteacher