

**FEDERATION OF ST. NICHOLAS C OF E MIDDLE SCHOOL, PINVIN, AND
PINVIN C OF E FIRST SCHOOL**



LETTINGS POLICY

Date approved at FGB	
Statutory/ school policy status	School
Review period	1 year
Date of next review	Spring 2022

School Lettings Policy

1. The Federation has responsibility for the lettings, if it so wishes, of its own premises and as a result now has a statutory duty to produce a policy on the subject.
2. Such lettings could form a valuable source of income for the Federation but on the other hand there are a number of attendant problems, as listed below.
 - a) Wear and Tear: - This will have to be allowed for in hire charges. Damage is a risk which can only be reduced by a careful choice of 'tenant'.
 - b) Caretaking: - There will have to be a key holder who will need to open up and lock up again after the letting, and will be entitled to receive overtime payment for this
 - c) Health and Safety: - All Health and Safety legislation and regulations applies to lettings.
 - d) Security: - It is not always possible to seal off other areas of the school if, for instance, just hall is let.
 - e) Cleaning: - Extra cleaning may be necessary following a letting.
3. There are a number of alternative venues in the vicinity which, for the above reasons, are better suited to outside letting and it is felt that there will not be a significant demand and that the expenditure necessary to alleviate some of the problems listed in 3) above will not show a reasonable return. The Federation has a close relationship with some of the venues and has no wish to be seen as competing with them. Therefore, it is not the intention of the Federation to actively seek lettings.
4. If a letting is booked within the school holidays, it will only be booked if the Site Manager or the Business Manager is available on site. The Governors have agreed that this would help to limit damage to the school.
5. Where a letting is requested the following procedures will apply:-

All lettings are to be at the discretion of the Executive Head in consultation with the Chair of Governors. The Executive Head should request details of the purpose of the letting; the number of people attending; hours of letting; if drinks are to be sold etc. Consideration should be given to the availability of a key holder to open and lock up the school. It is recognised however that judgement is required.

All organisations or individuals wishing to hire any part of the school premises must complete an application form, available from the school office. (Appendix 1) Acceptance of the application signed by the Executive Headteacher and showing agreed hire charges, must be sent to the applicant as soon as possible, along with copies of the Conditions of Hire, and the lettings additional information sheet (appendix 2 and 3). Invoices should be sent immediately after the date of the letting, or, in the case of regular bookings, at the end of each half term, or as and when agreed with the hirer. This could be in advance of the letting.

It will be the hirer's responsibility to obtain insurance and produce proof to the school of having done so.

6. Schools decide their own charging levels, bearing in mind that financial regulations require that schools should not subsidise non-school lettings overall. Schools should calculate the charges for each letting and let the hirer know the charges to be made in each case, when the booking is

confirmed. When deciding charging levels, schools should consider heating, lighting, caretaking, maintenance and repair costs plus any administrative costs, e.g. stationery and postage, etc., if relevant. Is aimed at enabling schools to better calculate charges to hirers; by way of their being more able to identify what the site specific costs are likely to be to the school in respect of such use. Schools using their own formulas are free to continue to do so. Schools are also hereafter expected to maintain up to date calculations, specific to their sites, as the LA will no longer issue schools with general „suggested“ breakeven hire charges. Although VAT is not applicable in most cases, there can be VAT implications for certain charges. Failure to keep accurate VAT records can result in penalties and interest charges being imposed on the school by Customs & Excise.).

7. Non peripatetic teachers for music or other services are permitted to use the school facilities provided that there is a clear benefit to the school and / or its pupils. The Executive Headteacher will be the arbiter of whether a clear benefit exists.

APPLICATION FOR HIRE OF FACILITIES AT

Pinvin Federation, Main Street, Pinvin

Tel. 01386 554196

Fax 01386 556272

Name of Organisation:	
Address	
..... Tel:	
Contact's Name	
Address (if different from above)	
..... Tel:	
Purpose of hire:	
Day(s) and date(s) required	
Time required: from to	
Please list precise facilities required:	<i>(School use only)</i> Cost per session:
No. of chairs required:	Other charges:
Heating (please tick if required) <input type="checkbox"/>

<p>Insurance: * please delete whichever is not applicable</p> <p>* I confirm that the organization/hirer has Public Liability insurance cover with(name of insurer) Policy no.:Expiry date:</p> <p>Limit of Indemnity: (min. £1,000,000) PLEASE ATTACH A COPY OF THE INSURANCE CERTIFICATE</p> <p>I undertake to pay the appropriate hiring charges (including any charges arising from use additional to that specified above) to observe and be bound by the conditions of hiring detailed overleaf and to indemnify federation against any claims for loss or damage or personal injury or any associated costs arising from this agreement.</p> <p>Applicant's signature:</p> <p>Date:</p>	<p>Approval of hiring: (Executive Headteacher)</p> <p>Invoice(s)Receipt:</p> <p>..... Receipt:</p> <p>..... Receipt:</p>
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Conditions of Hire

1. All applications for the hire of accommodation must be made in writing at least seven days before the accommodation is required. The person who signs the application will be considered by the school for all purposes to be the hirer. Where a promoting organisation is named in the application for hire that organisation will be similarly considered to be the hirer and will be jointly and severally liable hereon with the person who signs the application.

The school reserve the right to impose further conditions to meet the particular requirements of the hirer and may, at their absolute discretion and without reason being given, refuse to grant any application for the hire of accommodation and facilities or cancel without notice any hiring previously accepted.

2. The charges for the hired accommodation and any other additional sums payable by the hirer will be as set out in the school's scale of charges or as otherwise determined by or on behalf of the school.

The school may at their absolute discretion and without reason being given require a deposit from the hirer in addition to the charges for accommodation. Such a deposit will be returnable after the hiring provided there has not been any breach of Conditions 10 and 20.

3. The numbers of persons attending the function must be notified to the school not less than 48 hours prior to the function. Numbers notified are not to be exceeded under any circumstances except by prior agreement in writing. In no case will persons be admitted to social functions after 10.00p.m. and in all cases use of the accommodation must be terminated no later than 3.00a.m. (Saturdays 12 midnight).

4. The hirer shall provide at the hirer's cost such numbers of attendants and stewards as may, in the opinion of the school or their authorised officer, be necessary to secure the observance and performance of the stipulations contained in these Conditions including those relating to the observance of fire precautions. Such attendants and stewards shall be the servants of the hirer, but will comply with the reasonable requirements of the school in the performance of their duties

5. If the hirer fails to observe and perform any one or more of the stipulations contained herein the Council may:
- a) Charge to and recover from the hirer any expenses incurred by the Council in engaging police constables or other persons to secure such observance and performances:
 - b) Cancel any other engagements for any room or rooms in the hired premises that the hirer may have made without incurring any liability to the Council whatsoever other than for the return of any fee paid.
 - c) Charge to the hirer the cost of clearing the premises of litter in accordance with the provisions of the Environmental Protection Act 1990.
6. Specific written permission from the school must be obtained by the hirer before intoxicating drinks may be brought onto the premises. The sale of intoxicating liquor at the hired premises may only be undertaken by the current holder(s) of a Justices License and in accordance with the provision of that License. The hirer is responsible in all respects for applying for and ensuring compliance with any such License.
7. The hirer shall, if required by the school, to supply for approval, a copy of the programme of any proposed entertainment not less than 7 days before the presentation of such entertainment.
8. No copyright, dramatic or musical work shall be performed or sung without the license of the owner of the copyright and all such licenses shall be produced to the school before the commencement of the hiring. The hirer shall indemnify the school against any infringement of copyright which may occur during the hiring.
9. The hiring does not entitle the hirer to use or enter the premises at any time other than the specified hours for which the accommodation is hired unless prior arrangements have been made with school which will grant reasonable access before and after the hiring period in accordance with the availability of the accommodation.
10. The hirer shall take good care of and shall not cause any damage or permit or suffer any damage to be done to the hired premises or to any part or parts thereof or to any fittings, equipment or other property therein and shall make good and pay for the damage thereto (including accidental damage) caused by any act of neglect of the hirer, the hirer's servants, agents or any person resorting to the hired premises by reason of the use of the hired premises by the hirer.
11. The school will not accept responsibility or liability in respect of any damage or theft or loss of any property, goods, articles or things whatsoever placed, deposited, brought into or left upon the hired premises either by the hirer for the hirer's use or purpose or by any other person, or left or deposited with any officer or servant of the school and the hirer must indemnify and hold the school and their servants and officers harmless in respect thereof. It is the responsibility of the hirer to provide cloakroom attendants, and Council employees are not permitted to assist in the cloakrooms.
12. The school shall not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, Government restriction, strike, Act of God, or any unforeseen circumstances which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled.
13. The hirer shall be liable for and shall indemnify the school in respect of any loss, damage or injury which may be incurred by or be done or happen to the hirer or any person in the hirer's employ or any of the hirer's sub-contractors or by or to any other person or persons resorting to the hired premises by reason of the use of the hired premises by the hirer.
14. The school may require any hirer to disclose to them the arrangements (including any insurance in relation to any liability) made or effected by the hirer for damage accepted by the hirer, or in relation to any indemnity hereby given.
15. The hirer shall not himself let, hire or license to any other person to let the hired premises or any other part thereof. Should the hirer fail to comply with this condition the hiring will stand cancelled and charges paid forfeited and the hirer and sub-hirer excluded from the accommodation.

16. The right of entry to the hired premises is reserved at any time during the hiring to any member of the school, any officer of the school on duty, any police officer on duty and any other person (whether employed by the school or not) lawfully undertaking duties connected with the safety or security of the accommodation, or with the health, safety or welfare of the persons therein.

17. The hirer, the hirer's servants, agents and contractors shall during the hiring and during such other times as they or any of them shall be in the hired premises for the purpose of hiring comply with all reasonable requirements of the school or their authorised officer.

18. The hirer shall during the hiring be responsible for:

a) The efficient supervision of the hired premises including the effective control and safeguarding of children, the orderly and safe admission and departure of persons to and from the hired premises and the orderly and safe clearance of the hired premises in case of emergency;

b) The safety of the hired premises and the preservation of good order and decency therein;

c) Ensuring all doors giving egress from the hired premises shall be kept unfastened and unobstructed and immediately available for exit during the whole time the hired premises are in use and no obstruction shall be placed or allowed to remain in any corridor giving access to the hired premises.

19. Except with the consent in writing of the school the hirer shall not cause or suffer any animal in the hirer's charge or in the possession of any person resorting to the hired premises during the hiring to enter or remain in the hired premises.

20. The hirer shall at the expiration of the period of the hiring leave the premises in a clean and orderly state. Hirers are reminded that in accordance with their duties under the Environmental Protection Act 1990, the Governors or the school require the premises to be left free of litter. Failure to clear the premises of litter after use may result in the Governors charging to the hirer the cost to them of so clearing, and repeating failure to remove litter after use may result in the cancellation without notice of any hiring in accordance with condition 1 hereof.

21. No inflammable materials shall be allowed within six feet of any light in the building.

22. No bolts, nails, tacks, screws, bits, pins or other like objects shall be driven into any part of the hired premises nor shall any placards or other articles be fixed thereto.

23. The school or any person so authorised by the school can stop any entertainment or meeting not properly conducted.

24. No publicity or advertising material, flags, notices, emblems or other decorations shall be displayed within the grounds and premises of the hired premises or on the gates, walls, fences and hedges forming the boundary of the premises without the previous consent in writing of the school.

25. Any lighting and audio/visual equipment supplied by the school shall at all times be operated by persons employed by the school for that purpose and no other person whatsoever shall operate or attempt to operate or interfere with the lighting or audio/visual equipment without express prior permission.

26. No additional lights or extensions from the existing electric light fittings, nor audio/visual equipment provided by the hirer or his agents shall be used without the previous consent of the school, and any such lights, extensions or equipment shall be disconnected or switched off if any authorised officer of the school so requires.

27. No persons other than persons directly concerned with the presentation of any function shall be permitted on the stage (if any) or in the ancillary adjoining the stage (if any).

28. Except with the previous consent in writing of the school, no part of the hired premises shall be used by the hirer for the sale of anything whether by auction or otherwise except when the hired premises are specifically hired for the purpose of holding such a sale.
29. The property of the hirer and the hirer's agents must be removed before 12 noon on the date next following the period of hiring or additional fees will be charged for each or part day until the same is removed. The school accepts no responsibility for any property left on the premises after the hiring.
30. Smoking is prohibited.
31. All scenery and costumes used for performances and the like must be fire proof.
32. The express written permission of the school must be obtained for the use of streamers, balloons or confetti.
33. No exit may be blocked, chairs or obstructions placed in corridors or internal doorways, or fire appliances tampered with or removed. Please refer to condition 18.
34. Any special staging or equipment required and provided by the hirer shall be a matter of negotiation between the hirer and the school's authorised officer.
35. If the hirer wishes to cancel a single booking at least 3 clear days' written notice shall be given or for cancellation of an arrangement to hire premises regularly, 1 month's written notice is required otherwise the school shall be entitled to retain the fees paid. If, as a result of such cancellation, the school incurs a loss in excess of the fees paid by the hirer, the hirer shall pay to the school as liquidated damages the amount of such loss. For block bookings, a refund will only be given where the facilities are not available due to unforeseen circumstances.
36. Any complaint arising out of the hiring must be made in writing to the school.
37. Any notice, demand or request by the school to or upon the hirer may be sent by ordinary pre-paid post addressed to the hirer at the hirer's address given in the hirer's application and shall be deemed to be made or served at the time when the letter containing the same would be delivered in the ordinary course of post.
38. The hirer is requested to contact the school to obtain details of the prevailing fire precautions and security arrangements.
39. The hirer is to be responsible for the conduct of his own employees, agents and contractors including all health, safety and welfare matter. The hirer must make his arrangements in such a way as to ensure at all times: -
- (i) Compliance by him of his responsibility under the Health and Safety at Work Act; and,
 - (ii) Compliance and co-operation by himself and his employees, agents and contractors with any arrangements made by the Council for security of the hired premises or any part thereof or to secure compliance with any duty or requirement in relation to health and safety at work.
40. The hirer shall be responsible for (and shall indemnify the school against any breach) compliance with any statutory provisions relating to the preparation, display and sale of food for human consumption
41. The hire of accommodation does not include any right to car parking accommodation, except that vehicles bringing passengers, exhibits, fittings etc., may stand in such part of the Car parking area surrounding the premises as the school may determine for such time as necessary at their own risk.

Where application for hire is for an unspecified period, users should renew their application as necessary for each school year (i.e. commencing September). Such renewed application should be made not later than the

end of the preceding May. Applicants are asked to notify the school immediately in the event of there being a change in the name and address of the person with whom the school should communicate regarding the letting arrangement.

Pinvin Federation additional information for Hirers

1) Public Liability:

All organisations using the school premises must carry their own public liability insurance for at least £1,000,000.

2) Safeguarding of Children:

Where an organisation using the school out of school hours is delivering a service for children and young people, it may be possible to transfer the responsibility for safeguarding to the overarching organisation (e.g. Scouting Movement). In this case, a transfer of control agreement must be signed and a record will be kept by the school.

3) Emergency Exits:

Please ensure you are familiar with the exits relevant to whichever part(s) of the building you are using. The Site Manager will advise.

4) Fire Emergencies:

If a fire breaks out, a fire alarm should be sounded by smashing the glass on the alarms situated near the exits. The building should be immediately evacuated and the fire brigade called. Hirers should acquaint themselves with the position of the fire fighting appliances which are sited near exits. Hirers are responsible for the registering of the members of their own organisation to ensure the safe presence of everyone in the building if it were evacuated. Hirers should have their own protocol for such emergencies and bring it to the attention of their members. Should the fire alarm be sounded, the Site Manager should be notified immediately, as alarms may need to be reset.

5) Security Doors:

We have a controlled entrance at the front of the schools for added security. If the letting is in the main hall, participants should ring the bell at the office hatch in the lobby. Please ensure the security door is either kept shut or is manned to prevent unauthorised entry. This is for the hirer's and school's security!

6) Telephone:

If the hirers have no mobile telephone available, there is a telephone for emergency use only. This is sited in the main office. Lift the receiver and press 9 for an outside line.

7) Caretaker:

In an emergency, or if the hirer wishes to leave the premises earlier than announced, the Site Manager should be contacted. The Site Manager's mobile number is 0744 601 4042.

8) Hazards:

Any hazards noticed by the hirer of the premises, or accidents during the period of the hiring (e.g. broken window) MUST be reported to the Site Manager or the school as soon as possible.

9) First Aid

It is strongly recommended that any user of the school premises should have a registered first aider in attendance during the letting; in the case of extended services use, where the user is offering a service to children and young people, this is a requirement.

In the event of a minor injury, a basic first aid box can be found in the Medical Room next to the Main Office. If any first aid equipment has been used, the Site Manager or School Admin staff should be informed.

10) Smoking

All hirers should be made aware that the school operates a strict NO SMOKING policy in all areas both in the school and in the school grounds.

11) Charges for Hire

As per signed letting agreement. (Heating charged only if required.)