

*John Fletcher of Madeley*  
———— *Primary School* ————

# Lettings Policy

Date approved: January 2019

Date for review: January 2022

## **Introduction**

The Governing Body recognises the role of the school within the community and welcomes the use of the School's premises for a variety of community and leisure purposes.

Use of the school premises by the school, or on behalf of the school (e.g. Friends), are not subject to the charging elements of this policy.

Where there is a conflict between a Hiring and a school event priority will always be given to school events.

A copy of the Booking Conditions will be sent with the application form to the Hirer when the initial enquiry is made.

## **Guidelines**

1. All lettings will be at the discretion of the Governing Body or its representatives, who may refuse lettings if they consider it in the interests of the school to do so.
2. The Governors recognise that it would be impossible for them to personally vet every applicant or organisation who wishes to make use of the school premises. Accordingly they have delegated authority to accept applications for hire to the Headteacher. No organisation with known links to extremist groups, or expressing extremist views will be given permission to hire the premises or grounds.
3. In the event of a dispute the matter will be referred to the Headteacher.
4. All hirers must be over 18 years of age.
5. All hirers must comply with the terms and conditions for hire set out on the application form.
6. All formal hiring of the school premises, including any for which there is no charge made, shall be properly documented. All hirers must complete a letting agreement and are to receive a copy of the conditions of hire. The letting agreement is a contract which the Governing Body may enforce law.
7. The Governing Body may not normally insist upon a continuous caretaking presence. However, the Headteacher has a delegated power to insist upon staff presence where in his view the nature of the hiring may leave the school vulnerable.
8. All lettings are to be non-exclusive and the school may enter or remain on the part of the premises that is subject to the letting at any time.

## **Conditions of use**

### **Application procedures**

Application forms, available from the school, should be submitted to the School Administration team at least two weeks before the first day of the proposed letting. The person signing the application form will be considered to be the Hirer. A completed booking form must be returned to the school before a booking can be accepted.

All applications will be considered on their merits taking into consideration the suitability of the activity. The Governing Body or its representatives reserves the right to:

- Refuse applications without giving a reason
- Have a representative present at any function
- Terminate any activity not properly conducted

Letting fees are reviewed annually by the Governing Body. When the letting has been confirmed, payment must be made to the school prior to the use of the premises. In the case of a regular booking, payment will be required at the end of each term.

The Governors reserve the right to require a deposit as a surety against damage to the premises or the premises being left in an unacceptable condition necessitating their incurring extra cost for cleaning, caretaking or other expenses.

The Governing Body is constrained by law to apply VAT to all transactions where this is appropriate. In general, letting for non-sporting activities are exempt from VAT whereas sports lettings are subject to VAT.

### **Cancellations**

By the hirer:

Cancellations should be made in writing at least 24 hours before the proposed letting otherwise the hirer will still be liable for the standard charges. In the event of a cancellation being made at the appropriate time, the school will credit the hirer for a free booking the following term, if applicable, or refund the fee if no further bookings are required.

By the school:

If the school finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 24 hours and, where possible, alternative accommodation will be offered. If this is not possible, a refund will be made. The LA and the school will accept no liability in respect of commitments incurred by the hirer due to such cancellations.

### **Use of facilities**

1. The hirer will be responsible for the proper use of the school facilities and must take all reasonable precautions to ensure that there is no damage to the fabric of the buildings, furniture and fittings or school equipment. The hirer will be responsible for making good any damage to the premises and property. Any precautions required to ensure the user's safety when using equipment are the responsibility of the hirer. This includes, for example, the provision of information and training in the use of the equipment. In all cases, the hirer must ensure that

risks associated with the activity are properly controlled throughout the hire period and that the premises are returned to the control of the school in a clean and satisfactory condition.

2. It is the hirers responsibility to ensure that all electrical equipment brought onto the premises has been subject to regular PAT testing, this includes any third parties hired for example bouncy castles and discos. The intention to use any electrical equipment must be notified on the application form. The Governing Body disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.
3. There is a signing in system for visitors at reception but this is not practical for lettings. Hirers will be asked to sign in on arrival on behalf of their group. The hirer is responsible for ensuring that the members of their group know what to do in the event of an emergency and they should keep a register of persons present so that there is a check list to account for all those on site. They must also carry out their own fire drills and organise their own fire procedure.
4. Users should acquaint themselves with the fire safety regulations and procedures relating to the area of the premises in use. These will be clearly displayed in each of the designated areas.
5. Fire exits must not be blocked or locked nor should furniture, equipment or other obstructions be placed in corridors during the hiring.
6. The hirer must be advised that they cannot rely on the school's risk assessments for any activities carried out during the letting and must complete their own risk assessments, a copy of which must be held by the school.
7. It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit and trained personnel. There is no legal requirement for the school to provide first aid facilities.
8. The hirer must only use the area of the building hired and must observe any instructions given by the school concerning the area available. Any furniture or equipment moved by the hirer should be returned to its original position at the end of each session, undamaged and clean.
9. Toilets are available on site.
10. The hirer will be responsible for ensuring that the group has adequate insurance appropriate to the activities organised.
11. Express approval by the Governing Body is required if alcoholic drinks are to be sold or consumed on the premises. **The selling of alcohol requires a licence which is the responsibility of the hirer.** Unconsumed liquor, bottles, cases, glasses and similar articles must be removed from the premises immediately after the function has ended.
12. Smoking is not permitted anywhere in the school building or grounds including e-cigarettes.

13. Animals, other than guide dogs, are not permitted anywhere on the school premises.
14. Different types of functions may require a licence and the onus is on the hirer to ensure they have the relevant licence in place. Documentary evidence must be provided to the school before the letting takes place. The hirer will indemnify the school and LA against any action brought about by failure to obtain the necessary licence(s).

### **In the event of an incident, near miss or fire**

The school will provide the hirer with Incident Report forms should the need arise and the hirer must ensure one is completed correctly and that an investigation is undertaken. A review of the risk assessment will be required. If the hirer has produced a risk assessment as requested then the hirer is responsible for undertaking the review and informing the school of any findings that may be relevant. Schools are not responsible for undertaking risk assessments for the hirer's activity(ies).

Should the fire alarm sound/be activated during the time of the letting, all users will evacuate the building via the nearest exit and muster at the designated point. Users must not re-enter the building until the all clear has been given. Fires must be reported using the Incident Report form.

### **Indemnity and Insurance**

Lettings are made on the agreement that the Governing Body is indemnified by the hirer against any loss, damage, costs and expenses during the use of the school premises by the hirer except where such loss, damage, costs and expenses are directly attributable to the negligence of the employees of the Governing Body.

The hirer should insure with a reputable insurance office against such funds as the hirer may become liable to pay as compensation arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect.

The hirer should produce the policy of insurance upon request by the school and no booking will be confirmed until the proof of insurance cover is provided.