

Westover Primary School Lettings Policy for the regulations and charges for the hire of Westover Primary School 2017-2018

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Approved By	Board of Governors
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The Governing Body reserves the right to amend their lettings charges at any time they should see fit. The decision of the Governing Body shall be deemed final in this matter.

1. **Acceptance of Conditions**

The hiring of accommodation is permitted only on the condition outlined in the following regulations. Acceptance of the hire agreement is deemed to be acceptable 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. **Procedure for Arranging and Cancelling a Hire**

Applications for the hire of the school premises should normally be made at least three weeks in advance.

A prospective hirer shall submit a completed application form (Appendix A) in accordance with the procedure described on the form. The school reserves the right to cancel any hire without notice. Every effort shall be made to give reasonable notice to a hirer, and, wherever possible, alternative facilities offered. For long term, established lettings the maximum booking term will be one year and the minimum, one term. If for any reason, a long term letting agreement is cancelled, the hire is expected to pay 50% of the remaining costs of that letting. Any new long term lettings will be initially offered a term's contract

with the option for an extension. The full charge paid shall be reimbursed provided that written notice of cancellations are received by the school at least seven days before the period of time. In general, reservations will not be accepted for dates more than 12 months in advance except for special events such as those needing extensive preparations.

4. Refusal of hire

The governors may refuse an application to hire the premises if:

- (a) the premises are required by the school.
- (b) there has been any damage to the property, or breach of these conditions during previous use by the hirer.
- (c) For any other reason the governors deem it necessary or expedient to withhold the permit.

No compensation shall be payable by the governors by reason of such a decision.

5. Cancellation by the Hirer

The hirer must give at least 4 weeks notice of cancellation to the Finance and Admin. Officer, acting for the Headteacher and the Governors. If any shorter period of notice is given, the governors reserve the right to pass on to the hirer any costs unavoidably incurred.

In the event of inclement weather the booking stands.

6. Insurance

The council has an insurance which covers letting in aided, controlled and special agreement schools. Where Parent Teacher Associations are making use of school premises under the provisions for free lettings for this purpose, it is important that the use is booked as a letting to ensure that the insurance cover applies. The insurance operates only for the duration of the lettings taking place under the provisions of the lettings regulations. It is a Public Liability policy and covers the legal liabilities of the user(s) for:

- (i) bodily injury to persons other than by members of the using organisation as a result of its activities.
- (ii) Loss of, or permanent damage to:
 - a. The City Council's property and equipment and,
 - b. Members of the using organisation's personal property

Subject to an excess of £100 in respect of loss of, or damage to property, caused other than by fire or explosion i.e. the hirer must meet the first £100 of each and every claim.

Insurance to cover the use of multi-use inflatables (i.e. bouncy castles) is the responsibility of the hirer and a copy of the insurance must be provided to the school prior to the hire date.

7. Activities for Children

For these activities, a hirer shall ensure that two responsible adults are present, and in charge throughout the whole period of hire. It is strongly recommended that one adult is a qualified First Aider.

8. School Equipment and School Grounds

No use may be made of apparatus such as stage fittings, pianos etc. without specific permission. Climbing trees, fences, buildings or use of the trim trail is strictly forbidden.

9. Fabrics and 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 period, leave the accommodation in a tidy condition, all equipment being returned to the correct place of storage.

10. Storage

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

11. Hirer's Property

Furniture and apparatus may be brought onto the premises at the hirer's own risk. Hirers shall not bring on to the premises, without the prior consent of the governors, 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. No dogs are allowed and no glass containers.

12. Hire charges for regular events will be invoiced monthly, unless otherwise agreed by the Headteacher. Receipts will be issued on request. All hire charges for using the school playground and field must be paid in advance. The governors reserve 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 on the hire form.

The hirer shall, if so demanded, pay at the time of booking, a refundable deposit to be held by the Governors 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 premises not being left in a reasonable condition. The proportion of the deposit to be retained will be decided by the governors and their decision will be final.

13. Statutory Requirements

All statutory requirements, including those relating to health and safety and public entertainments, must be strictly fulfilled by the hirer. Film, musical (including disco) and

stage events must be considered to be public entertainments unless entrance is restricted to those who are bona fide members of the organisation hiring the accommodation. For all public entertainments, it is the hirer's responsibility to inform the local Council's Licensing Officer 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.

14. Attendance and Behaviour

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 shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are evacuated. The hirer shall be liable for damaged caused by unruly or inappropriate behaviour.

15. Alcohol

In no circumstances shall alcoholic drinks be available at any function without prior written consent of the governors. Permission will be granted only in exceptional circumstances. Applications must be made in writing at the time the hirer applies for the use of the premises. If permission is granted for alcoholic drinks to be sold it will be the responsibility of the hirer to ensure that an appropriate licence is obtained from the local magistrates court.

16. Gambling

The premises may not be used for games of chance, other than bingo, unless specific permission has been granted.

17. Fire Precautions

Hirers shall familiarise themselves with the fire precautions in force on the premises and with the means of escape in the event of a fire. Fire and other exits must be kept clear at all times. The Hirer is responsible for ensuring that their party are all out and accounted for. No fires including barbeques are allowed.

18. First Aid

First Aid is the responsibility of the hirer and the hirer is responsible for supplying a small First Aid kit at all times.

19. Smoking

Smoking is not allowed anywhere on the school premises, either in the building or the surrounding grounds.

20. Access

No cars, bicycles are allowed on the field. Access is restricted to delivery of bouncy castles. Other access including parking is at the discretion of the governing body.

Access restricted to field and large playground adjacent to field. All other areas are out of bounds.

21. Right of access

The governing body and its agents reserve the right of access to the premises during the letting.

This policy has been assessed against the requirements of the Equality Act and found to be compliant.