



Arnold Mill Primary School
Lettings Policy

April 2024

1. 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.

The rental of the outbuilding known as "Leo's Den" is subject to a separate service agreement made.

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

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

2. Categories of Lettings

The use of the school premises is divided into the following four categories:

- (1) Use by the school
- (2) Use by the community
- (3) Use by private hirer for commercial activities provided for children.
- (4) Use by private hirer for commercial activities provided for adults.

3. Availability of Premises

Designated areas within the school are available for hire unless required by the school.

4. Charges

The Governing Body reserves the right to make a charge for the use of the school premises. The charge will vary according to the category of the letting as laid out in Appendix A.

5. VAT

VAT is normally chargeable only on lettings of sports facilities (a concession may be available from H.M. Revenue & Customs if certain conditions are met).

6. Application Procedures

1) Application forms, available from the school, should be submitted to the School Office at least two weeks before the proposed letting. In the case of regular bookings an application form should be submitted annually. The person signing the application form will be considered to be the Hirer. The Hirer will be required to return all three copies of the completed booking form to the school before a booking can be accepted. The booking acceptance will be confirmed by the return of the top, pink copy of the booking form to the Hirer.

2) All applications will be considered on their merits, taking into consideration the suitability of the activity. The Governing Body reserves the right to:

- ☐ refuse applications without giving a reason
- ☐ have a representative present at any function
- ☐ terminate any activity not properly conducted

3) 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.

CONDITIONS OF USE

7. Security of the Premises

Entrance to the school will be via the Main Entrance, which will be opened by the school at an agreed time. For security reasons, the school keys will not be available to the Hirer. It will be the responsibility of the Hirer to ensure that the school premises are secure during the time they are in use, i.e. ensure that the Main Entrance is locked when all members of the group are inside.

8. Use of Facilities

- 1) The Hirer will be responsible for the proper use of the school facilities (specialist equipment is not generally available e.g. projectors, TV and video equipment, cookers etc., unless special arrangements have been made) and must take all reasonable precautions to ensure that there is no damage to the fabric of the building, 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 users' 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) All mains powered electrical equipment brought onto the premises must be safe and evidence may be required that it has a valid test and inspection certificate (the certificate should be less than one year old for earthed equipment, or less than 4 years old for double insulated equipment). Lower voltage equipment must also be safe and in good condition.
- 3) 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
- 4) Users should acquaint themselves with the Fire and Safety regulations and procedures relating to the area of the premises in use. These will be clearly displayed in each of the designated areas. It is the responsibility of the Hirer to provide first aid equipment and trained personnel. They must also carry out their own fire drills and organise their own fire procedure.
- 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 use only that 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.
- 7) A toilet is available in the Library area.
- 8) The Hirer is responsible for ensuring that good order is kept on the premises and within the immediate environs of the school, and that the premises are left in a clean and tidy condition.
- 9) The Hirer will be responsible for ensuring that the group has adequate insurance appropriate to the activities organised.
- 10) The school reserves the right to levy an additional charge to cover:
 - ▣ any additional cleaning that may be required after an event
 - ▣ the cost of repair of damage to the school fabric or equipment
 - ▣ the cost of replacement of any items of school equipment if uneconomical to repair

- 11) For security reasons, the Hirer will not have access to the school telephone. Hirers are urged to consider acquiring a mobile telephone for use in an emergency.
- 12) 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. Unconsumed liquor, bottles, cases, glasses and similar articles must be removed from the premises immediately after the function has ended.
- 13) Smoking is not permitted anywhere in the school building or grounds.
- 14) Animals, other than Guide Dogs, are not permitted anywhere on the school premises. This is purely on grounds of hygiene.
- 15) No combustible materials are to be used within the school, except with the express approval of the Governing Body.

In the event of an incident, fire or near miss

The school must ensure that County Council Incident Report forms are made available to the Hirer, who in turn, must ensure one is completed correctly and that an investigation is undertaken. A review of the risk assessment for the activity will be required. If the Hirer has produced a risk assessment 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 Hirer's activity(ies).

In the event of fire

The Hirer will call the Fire Service (if school staff are not present and supporting the activity)
All users will evacuate the building via the nearest fire exit and muster at the designated point.
Users must not re-enter the building until the 'all clear' has been given. The Fire Service will give this. Fires must be reported using the County Council Incident Report form.

9. Licences

There are a variety of licences that may be required for different types of function. The onus is on the Hirer to ensure which are necessary, and must produce documentary evidence before the letting takes place. The Hirer will indemnify the school and LEA against any action brought about by failure to obtain the necessary licence(s). The following categories of letting may require a licence:

- ☐ Theatre licence
- ☐ Copyright/Royalty licence
- ☐ Cinematography licence
- ☐ Alcohol
- ☐ Music, Singing and Dancing

10. Insurance

The Hirer will be entirely responsible for the proper use of facilities and must take all reasonable precautions to ensure that there is no damage to the fabric of the building, furniture and fittings or any school equipment.

- i) The Hirer shall indemnify the Local Education Authority when signing the application form against any claim for bodily injury or loss of damage to property (real or personal) whether belonging to the LEA or to any other person if the said loss, damage or injury is either caused by the negligence of the user or by the negligence of any other person using the premises hired with the permission of the Hirer.
- ii) The effect of i) is that the Hirer will be liable to indemnify the LEA for any damage which is caused when the premises are being used for a function for which they are let. However, it is only operative if the damage etc. is caused by the negligence of the user or any other person using the premises with the Hirer's permission.

11. Cancellations

a) 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.

b) 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.

12. The Prevent duty Hire of rooms and premises

The Hirer must not use, permit or allow rooms/site to be used for any extremist or terrorist activities or for the dissemination of extremist views or materials.

13. Review

This policy will usually be reviewed during the Spring Term each year, and at any other time as may be necessary.