

Lettings Policy

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Date	Version	Reason for change	Overview of changes made	Source
31.03.22	0.1	New policy	Draft Policy	All Saints Primary, Anson Primary, Staffs County Council
13.05.22	0.2	Scheduled Board Lead review	Removal of 50% deposit, full payment instead. C Bradshaw Smith	
17.06.22	1.0	Scheduled Board review	Ratified	

Conditions of use

School premises are provided essentially for educational purposes and must not be let in such a manner as to prejudice their use for this purpose.

Pricing Policy

Under the direction of the Directors, the Trust has devised a level of charges for the area available for hire. The prices are comparable with other provisions within the area. The pricing policy is designed to cover costs but to be non-profit making. It is envisaged that if there is any excess income or expenditure then this will be used to improve general facilities around the school.

All bookings must have a responsible person over 18 years of age as leader. Any leader in charge of persons under 18 years of age must be DBS checked and the school will request sight of this form. Any group wishing to hire a facility should contact the relevant school office who will send a lettings pack. The group leader will be required to complete and sign all the necessary forms included in the pack for administration and insurance purposes.

The hire fee shall be paid in full upon signing the Hire Agreement together with any returnable deposit required by the Governing Body.

Fees and charges

For Non-Profit, voluntary organisations based in the parish the charges are:

Daytime: It is not always feasible for daytime hire but where it is possible £10 for the first hour plus £5 per hour thereafter.

Evenings: (Max 3 hours between 6.30 – 10.30) £10 for the first hour plus £5 per hour thereafter.

For Profit making organisations / Private Sector the charges are:

Daytime: It is not always feasible for daytime but where it is possible, £25 per hour, paid 1 week prior to hire to secure the room.

Evenings (Max 3 hours between 6.30 -10.30) £25 per hour paid 1 week prior to hire to secure the room.

Staffing Organisation

Under the direction of the Directors, the relevant school's Headteacher will have control of the day to day running of lettings. The school office will be the point of contact for all lettings in school. All invoices will be issued through the school office on a regular basis. All income from lettings will be paid into the school budget. Administration costs have been included in the pricing charge.

If the hire is not during school time arrangements will be made for keyholding.

Applications

All correspondence and applications for the hire must be made directly to the school. All applications are subject to approval by the Governing Body of the school, but subject to any direction given to them by the Trust.

Hirer

The hirer must be over 18 years of age and shall be the person by whom the application form for the hiring is signed. Such person shall be responsible for the payment of the fees payable in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations contained in the hire agreement.

Duration of the Letting

The Governors shall determine in advance the duration of a letting.

Cancelling of hiring by Governing Body

The Governing Body reserves the right to refuse any application without stating reasons for so doing.

The right is reserved to cancel any hiring, without notice, where the Governing Body considers it necessary for any cause outside their control.

Cancellation or postponement by Hirer

Hirers will be allowed to cancel or postpone such bookings. Refunds of fees payable are at the discretion of the Governing Body.

Hired area

Access is strictly restricted to the hired area and any toilet facilities, entrances, exits and corridors as directed by the Governing Body. The Governing Body reserve to themselves, and their officials, the right to enter the hired area at all times on producing evidence of their identity.

Variation of Conditions

There shall be no variation to the conditions of hire without the express consent of the Governing Body.

Safeguarding

The hirer will be required to provide evidence of in-date safeguarding training for staff on site, as well as their Safeguarding Policy, and relevant safeguarding risk assessments. Hire may not go ahead if these documents are not provided.

Care of School Premises

The hirer is responsible for everyone who is on the School's premises for the activities they are organising and, generally, for everyone who comes on to the parts of the school's premises which are under the hirer's control at the stated times. The hirer is responsible for ensuring that they comply with all the terms of the hire agreement.

No notices or placards shall be affixed to, lean upon or be suspended from any parts of the school premises.

No bolts, nails, tacks, screws, pins or other similar objects shall be driven into any of the walls, floors, ceilings, furniture or fittings. The hirer shall ensure that no persons using the permitted

area to use shoes with stiletto heels or other footwear which may in the opinion of the Governing Body be damaging to the floor surfaces of the hired.

EXPECTATIONS FOR USE OF KITCHEN AREA

Hired Area

The hire area agreement does not include the use of the kitchen, staff room, or any equipment. If you have requested limited use of the kitchen area and sockets, then this will form an informal agreement. Access is therefore restricted to the hired area and any toilet facilities, entrances, exits and corridors and the kitchen area as directed by the Governing Body.

The hirer must do everything reasonable to avoid loss, damage or breakage to the School's property whilst the School's premises are under the hirer's control. Any loss, damage or breakage must be reported as soon as practicable to the Headteacher. The Governing Body will be entitled to charge the hirer for any such loss, damage or breakage on terms to be approved by the school.

If the Governing Body approve use of the kitchen and its facilities, the below will apply.

YOU MUST BRING:

- Bin liners
- Washing up liquid and appropriate surface sprays.
- Tea towels – DO NOT USE THE KITCHEN TOWELS
- Dish Cloths - DO NOT USE THE KITCHEN CLOTHS
- Your own serving platters.

EQUIPMENT

- Do not use the plastic cups, cutlery, crockery or napkins unless expressly discussed and approved by the Headteacher in exceptional circumstances.
- Do not use any appliances (i.e. washing machine, fridge, freezer etc.) unless expressly discussed and approved by the Headteacher in exceptional circumstances.
- Do not use school condiments or food.
- Clean all of the sides down properly.
- Leave everything as you found it.
- Ensure all sockets are turned off. (Except those which are on permanently).

If formal permission has been sought to use equipment or appliances in the kitchen area, please ensure the kitchen is left the way you found it and that the fridge/freezer doors are closed firmly. All cups, cutlery and crockery must be sterilised after use. Advice will be provided on how to do this.

Bin liners must be disposed of and not left in the kitchen area. Please take with you when you leave.

Under no condition should any equipment be taken from the premises – even with the good intention of washing up at home. Best intentions can go astray and the kitchen cannot be without any equipment

Any breach of these conditions will mean that we are unable to allow access again.

Intoxicating liquor

Intoxicating liquor shall not be brought into nor consumed on school premises without the prior consent of the Governing Body. Where such consent is given hirer must comply with the Licensing Laws and provide evidence of such to the Governing Body.

Smoking

There shall be no smoking on the school premises on the grounds of fire security and the potential for damage to floors and furniture.

Peanuts

As some children have a serious peanut allergy we ask that you do not serve peanuts.

Public Entertainment and other Licences

The promoters of entertainment and functions to which the public are admitted on payment shall be responsible for completing to the satisfaction of the Directors all formalities in connection with the use of the premises for that purpose.

Where the Chief Fire Officer or Licensing Authority requires additional facilities for the purpose of a letting (such as "Exit" signs and emergency lighting) which are not already installed, it shall be the responsibility of the Hirer to provide such facilities of an approved type and method of installation.

Payment for admission shall be deemed to include admission by tickets or programmes or by any other method by which the making of a payment entitles a person to admission.

No entertainment or function to which the public are admitted shall be allowed unless the premises are licensed for the purpose under the bye-laws of the Local Authority in whose area the premises are situated and all necessary regulations against fire are complied with.

The hirer shall be responsible during the function or entertainment for which the premises are hired for ensuring:

- All safety requirements and recommendations of any licensing authority are complied with;
- Any limitation on the number of persons admitted imposed by any licensing authority or the Governors are complied with;
- Suitably qualified persons are employed to be responsible for the supervision of the premises and the conduct of those attending so as to avoid personal danger, and damage to the premises.

Copyright and Performing Rights

No copyright work shall be performed without the licence of the owner of the copyright and the payment of any appropriate fees.

The hirer shall comply with all the provisions of the Copyright, Designs and Patents Act 1988. If the hirer shall fail to do so any permission previously granted by the Governing Body to use the school premises shall be immediately cancelled and the Governing Body shall have the right to recover fees, charges or any other payments referred to in these Regulations.

The hirer shall indemnify the Governing Body from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of Copyright Works on school premises.

The hirer shall, immediately after any performance of function at which music has been performed or songs sung, complete, sign and return to the Performing Right Society Limited a Performing Right Society Limited form obtainable for the Performing Right Society Limited, 29-33 Berners Street, London, W1P 4AA.

If it is proposed to play a copyright record or tape in public, application for a licence so to do must be made to Phonographic Performance Ltd, 103 James Street, London, W1R 3HG.

Evidence that the necessary licences have been obtained must be supplied to the school at least one week/month before the letting.

Gaming

No gaming is allowed in accordance with the conditions of the Gaming Act 1968, Section 41 when gaming is carried on at an entertainment promoted for raising money to be applied for purposes other than private gain. A copy of these conditions is open for inspection in the Local Magistrates Court during the normal hours of business and the hirer shall be deemed to have knowledge of the contents thereof whether or not he/she has availed himself/herself of the opportunity of inspection

Use of Equipment

The hire area does not include the use of any equipment except where specifically agreed and subject to any fees deemed appropriate by the Governing Body. School furniture (other than chairs for use in halls) shall not be moved except by arrangement. The hirer must do everything reasonable to avoid loss, damage or breakage to the School's property whilst the School's premises are under the hirer's control. Any loss, damage or breakage must be reported as soon as practicable to the Headteacher. The Governing Body will be entitled to charge the hirer for any such loss, damage or breakage on terms to be approved by the school.

ICT Community use.

All Community Users who access school ICT systems / website / VLE will be expected to sign the Acceptable Use Policy before being provided with access to school systems.

Insurance

The hirer will be required to indemnify the School against any liability at law in respect of any accident involving death or bodily injury to any person or damage-to or loss of any property real or personal and happening consequent upon or in connection with the use of the premises unless due to the negligence/default of the Governing Body, its Servants or its Agents. The Trust has a special insurance policy which will provide cover for the hirer in certain cases. Full policy details including conditions and exclusions can be found in the Third Hirer's Policy – Summary Cover document. Where the hirer is a political organisation, a professional entertainment promoter, or uses the premises on a commercial/business basis or is unable to satisfy the requirements of the Third Party Hirer's Policy then they will be required to obtain separate third party insurance cover.

Parking of Vehicles

The parking of vehicles on the school's property shall be permitted in approved areas only on condition that persons bringing such vehicles on to the premises do so at their own risk and that they accept responsibility for any damage to the school's property or injury to any person whether connected with the establishment or not, caused by such vehicles or their presence on the school's premises.

Health & Safety/Risk Assessments

Is the responsibility of the hirer.

Use of Playing Fields

Any hiring of a playing field may be cancelled without notice if weather condition or the state of the ground make it likely that unreasonable damage may result from use. Suitable footwear must be worn.

Miscellaneous

The hiring body shall comply with such additional conditions as the Trust, Headteacher, or the Governors may require in writing, to be observed for a particular letting.