School Lettings Policy

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Headteacher: .....

SCHOOL LETTINGS POLICY INCLUDING TERMS AND CONDITIONS FOR THE HIRE OF THE SCHOOL PREMISES

Introduction

1. The Governing Body regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used to support local families, services and the community. Any lettings of the premises to outside organisations will be considered with this in mind. It is important however that requests for lettings are fully considered and that the lettings are properly documented to ensure all parties are aware of their mutual responsibilities.

Definition of a Letting

2. A letting may be defined as *"any use of the school premises (buildings and grounds) by either individuals or community group (such as a local music group or football team), or a commercial organization (such as the local branch of 'Weight Watchers')".* The use of the school premises in this way is a temporary arrangement following the completion of a school letting form rather than a formal licence or lease.

3. A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils. Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff or external providers, fall within the corporate life of the school.

Responsibility

4. The Headteacher is responsible for the management of lettings, in accordance with the Governing Body's policy. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process. If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Chair of Governors.

Facilities Available

5. Generally, the Upper Site Hall, Community Room and occasionally the School Field are the only parts of the premises available for lettings purposes and only outside of normal school hours. The School does not hire out classrooms.

Administration

6. Those seeking to hire part of the school premises should approach the Headteacher *(or other designated member of staff*), who will identify their requirements and clarify the facilities available.

7. An Application Form (a copy of which is attached to this policy at Appendix A and which is based upon West Sussex Document SL1) should be completed at this stage to provide basic details of the applicant. Once it has been decided to proceed with a

letting a letter of confirmation will be sent to the successful applicant, 'the Hirer', setting out full details of the letting and enclosing a copy of the terms and conditions and the relevant agreement.

8. The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises on behalf of the Hirer will be invoiced for the cost of the letting, in accordance with the current scale of charges (see paragraph 14).

9. The Hirer must give their full details with the agreement in their name, including their permanent private address (for individual lettings) or named senior personnel, contact details, full business address and any registered Charity/ Company registration numbers.

10. No letting should be regarded as "booked" until the written agreement has been signed by both parties, any deposit/pre-payment has been paid as appropriate and approval has been given by the relevant person on behalf of the school.

11. No public announcement of any activity or function taking place should be made by the Hirer until the booking has been formally approved as detailed above.

Matters for Consideration

12. The head teacher will need to consider a number of issues prior to agreeing to a letting e.g. activity being carried out, numbers attending, time of day, keyholder availability, etc. This may raise concerns that may be addressed in the Agreement.

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Finance

13. The school's delegated budget will not be used to subsidize any lettings unless it is of direct benefit for pupils. A charge will be made to meet the costs incurred by the school for any lettings of the premises. At the very least the actual cost to the school of any use of the premises by the Hirer must be paid.

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Charges for a Letting

14. Generally, charges for the hire of the School's premises will be in accordance with West Sussex County Council's Standard Charge for the Use of School Premises and Conditions of Hire and the charge levied will be reviewed annually in line with such document. However, the School maintains the right to set its own hire charges dependent on the circumstances of each individual letting and Hirer.

15. Charges should be paid within 28 days of the letting or at appropriate intervals, e.g. termly, half-termly etc, as agreed with the Hirer at the time of the commencement of the letting.

16. All lettings fees which are received by the school will be paid into the school's individual bank account, in order to offset the costs of services, staffing etc (which are funded from the school's delegated budget).

17. The School must ensure that the Hirer has ensured that the number of persons using the premises does not exceed that for which the application was made and approval given, and that all terms and conditions are being adhered to, including responsibility for payment of all fees or other sums due in respect of the letting.

APPENDIX A

THREE BRIDGES PRIMARY SCHOOL
APPLICATION FOR HIRE OF SCHOOL PREMISES

This form should be completed and returned to the School/College as soon as possible. If the application is accepted, a copy of the form will be returned to the Hirer.

1. Name of Organisation:. _____(The Hirer).

2. Name, address and telephone number of person responsible for organising the letting to whom all correspondence should be sent:

_____

_____

_____

3. The Hirer applies to use the School premises on_____(date),

from _____ am/pm to _____ am/pm, for the following purpose(s):

(specify precise nature of proposed function and whether to be private or public)

_____

_____

_____

4. Parts of Premises required:

Please Note:
The hiring will be confined to the use of the premises as set out above. If the Hirer wishes to use any other part of the premises, separate application must be made as early as possible.

5. Do you require the accommodation to be heated? YES/NO

If heating is required, please state times: from _____am/pm to _____am/pm

6. Will there be a public entertainment or public performance of a play? YES/NO

7. Is it proposed to apply for a Justices' Occasional Licence for the function? YES/NO

8. Will use of the kitchen areas be required for preparing refreshments? YES/NO

If YES, please supply details on an accompanying sheet.

9. Will the use of any special equipment be required? YES/NO

If YES, please specify:

_____

_____

10. Any other special requirements? YES/NO
(E.g. seating arrangements, Caretaker/Premises Officer to be in attendance)

If YES, please specify:

_____

_____

11. Conditions of Hire and Indemnity.

If the Hiring is agreed the Hirer undertakes and agrees:

(a) to pay the hiring fees and insurance premium totalling: £ _____

(If the charges are specified here, a cheque for the full amount must accompany this application. If the charges are not specified here, they will be notified if and when the hiring is approved and payment is due within 7 days of notification of approval).

(b) to comply with the Conditions of Hire including the indemnities set out in Conditions 6 and 7, and the insurance requirements in Condition 8.

HIRER

Please check that you have a copy of the Conditions of Hire

Dated: _____ Day _____ Month _____ Year

Signed: _____ (I certify that I am over 18 years of age)
(for and on behalf of the Organisation)

Please tick the box if the hirer's cover provided by
West Sussex County Council's insurers is required

If not, please supply a copy of your own insurance policy/broker's letter confirming comparable cover.

APPENDIX B

THREE BRIDGES PRIMARY SCHOOL
CONDITIONS OF HIRE OF SCHOOL PREMISES

Name of Hirer: _____ ('the Hirer')

1. The School will provide the hirer with up-to-date H&S information needed for the period of hire. Guidance, for the school, is available on what information needs to be provided to the hirer. The guidance is located within the H&S A-Z (Hiring out your premises) on West Sussex Services for Schools.

2. The Hirer shall satisfy himself that the facilities to be hired are suitable for his purposes.

3. The use of the premises must not interfere with the proper working of the School or impair its efficiency.

4. The contract for the hire of the premises between the Hirer and the Governors of the School/College shall take effect only upon written acceptance of the application on behalf of the Governors being posted or handed to the Hirer.

5. The Hirer shall be advised of the hiring fees (and any insurance premium) either on completion of the application form or on the written acceptance of the hiring and shall pay the hire fee within 28 days of the letting or at intervals agreed with the School.

6. In the event that the Hirer cancels the hiring, the following fees shall be repayable to the Hirer, less any expenses incurred, at the Governors' discretion:

   not less than 42 days notice of cancellation – 75% of fees
   not less than 28 days notice of cancellation – 50% of fees
   less than 28 days notice of cancellation – no refund

7. The Hirer shall indemnify the Governors of Three Bridges Primary School and the West Sussex County Council against all claims for damages, compensation and/or costs in respect of:

   (i) bodily injury or illness to Third Parties, and/or

   (ii) damage to Third Party property caused by or arising out of or being incidental to the Hirer's use of the premises.

8. The Hirer shall be responsible for loss or damage to the School/College premises and contents therein the property of the West Sussex County Council.

9. The Hirer shall obtain adequate insurance in respect of the liabilities and the loss or damage referred to respectively in Conditions 6 and 7 above. (See Appendix following Conditions of Hire for explanatory notes on insurance).

10. In order to obtain adequate insurance either from your own insurance source or if you wish to use the insurance provided through the school and West Sussex County

Council (see appendix), you should ensure that you have an appropriate risk assessment of the activity you are going to undertake. The risk assessment should be attached to this application form.

11. The risk assessment does not have to be a detailed document, but it will need to provide information on what activity will take place on the school premises and in which rooms. There should be a simple plan of:
    - how are people going to get into the premises,
    - how will they be notified of an emergency and what they should do if an alarm is activated
    - information on what they can and can't do, where they can go and can't go etc.
    - appropriate control measures to deal with emergencies such as a nominated first aider, someone who remains able to take control if the there is an emergency and call the emergency services if needed

12. The Governors do NOT hold licences for (a) public dancing, music or any other public entertainment and (b) public performance of plays.

(The Hirer shall be responsible for obtaining any licence required from the District/Borough Council and shall produce the licence for inspection prior to the hiring date). The Hirer shall be responsible for complying with the terms of any such licence.

13. The Hirer shall be responsible for complying with the legislation relating to copyright in relation to the hiring and with the legislation relating to copyright in relation to the hiring and the requirements of the Performing Rights Society Limited and Phonographic Performance Limited concerning the performance respectively of musical work and sound recordings on the premises. The Hirer indemnifies the County Council against any breach of this condition.

14. Use of the premises is limited to the accommodation hired and necessary facilities such as toilets. Car parking is permitted in designated areas on the School premises subject to availability.

15. Where permission is given for the use of kitchen areas, this will normally be limited to the use of ranges, hot cupboards and wash up sinks. The Hirer shall be responsible for the provision of crockery, glasses, cutlery and cleaning materials. Kitchens must be left in a clean and tidy condition for the preparation of the school meal on the following day. On no account may foodstuffs stored in kitchens be used by Hirers.

16. The Hirer is responsible for the preservation of good order during the hiring. The Hirer shall at all times provide an adequate number of supervisors who shall be present throughout the hiring.

17. The Governors reserve the right to require the Caretaker/Premises Officer to be in attendance for the preservation of good order and safety and to recover from the Hirer any additional expenses incurred as a result of this condition.

18. The wearing of nailed or stiletto-heeled or other unsuitable footwear in indoor areas is prohibited.

19. No nails or screws shall be driven into the walls, floors, ceilings, furniture or fittings, and no placards shall be affixed to any part of the premises.

20. The laying of composition or other preparation on School floors is prohibited, without the prior written approval of the Governors.

21. Smoking anywhere on the site and the sale and consumption of alcohol is prohibited.

22. School furniture (other than chairs in the hired accommodation) and equipment shall not be moved except by prior arrangement.

23. Any alteration or addition to the school lighting or electrical heating systems is strictly forbidden, except with the written consent of the Governors. Consent may be subject to conditions, which the Hirer will be required to observe.

24. If any special equipment is required, it must be clearly stated on the application form. An extra charge will be made for this service, and the School must be satisfied that a competent person will supervise the use of the equipment.

25. The Hirer will be responsible for providing any first aid facilities that he deems necessary in accordance with the Health and Safety (First Aid) Regulations 1981.

26. No function shall extend beyond the hiring period and the Hirer shall completely vacate the premises and grounds by that time, unless special arrangements have been agreed on behalf of the Governors.

27. After use, the Hirer must leave the premises in a clean and tidy condition, the Hirer's property removed, and all appliances switched off and lighting extinguished. The Governors reserve the right to recover from the Hirer any additional expenses incurred as a result of non-compliance with this condition.

28. The Governors reserve the right to cancel any hiring without notice if: -

    (i) the accommodation will, due to circumstances outside their control, be unavailable for the hire period, or

    (ii) the Hirer has failed to disclose material information concerning the proposed hiring, or

    (iii) there are reasonable grounds to conclude that the Conditions of Hire may be breached to a material extent.

In the event of (i) all hiring fees will be refunded to the Hirer, but the Governors shall have no further liability to the Hirer. In the event of (ii) and (iii) any refund of hiring fees shall be at the discretion of the Governors.

APPENDIX

HIRER'S INSURANCE – INDEMNITY CLAUSE

A. INJURY TO PERSONS OR PROPERTY

1. The Hirer shall indemnify West Sussex County Council against all claims for damages, compensation and/or costs in respect of: -

   (i) bodily injury or illness to Third Parties, including the County Councils servants and agents or Governors and/or

   (ii) damage or loss to Third Party property caused by, or arising out of, or being incidental to the hirer's use of the premises.

2. The Hirer shall effect adequate insurance to cover this liability with a preferred minimum limit of indemnity of £10 million, although £5 million is acceptable subject to approval from the Litigation, Insurance and Risk Management Section at West Sussex County Council.

The Hirer shall effect adequate insurance to cover this liability: -

B. DAMAGE TO PREMISES AND EQUIPMENT

1. The Hirer shall be responsible for the loss of, or damage to the premises and contents therein, which is the property of West Sussex County Council, except when loss or damage to the premises or contents are as a result of the negligence of West Sussex County Council.

2. The Hirer shall effect adequate insurance in respect of such loss or damage.

Hirers who have no Public Liability Insurance, must as a condition of the proposed hiring, take out the Hirer's Insurance arranged by West Sussex County Council, (provided they do not fall within the definition of the exclusions listed below) and the premium must be added to the hiring fee payable.

HIRERS INSURANCE

In accordance with the terms of hiring it is customary to require persons/organisations to accept responsibility for damage to the premises and its equipment and for Third Party claims involving injury to persons and/or damage to property.

Due to difficulties experienced by non-commercial hirers in arranging Public Liability Insurance with a Limit of Indemnity of £10 million, the County Council has arranged the following policy: -

WEST SUSSEX COUNTY COUNCIL – ON BEHALF OF NON-COMMERCIAL INDIVIDUALS AND ORGANISATIONS HIRING COUNTY COUNCIL SCHOOLS, COMMUNITY COLLEGES, EDUCATION CENTRES AND OTHER WEST SUSSEX COUNTY COUNCIL PROPERTIES

OPERATIVE CLAUSE

The indemnity will cover individual hirers for their legal liability for injury/illness to third parties and/or loss/damage to their property, and loss or damage to the premises and contents hired, including such liability that may be imposed on the hirer under the terms of the hiring agreement.

LIMITATIONS

For loss/damage caused other than by Fire or Explosion, cover is limited to £10,000 per hiring and is subject to an excess of £100.

Damage resulting from Fire or Explosion is limited to £10 million.

EXCLUSIONS

Political Meetings and Professional Entertainment Promotions.
Commercial or trade hiring.

PREMIUMS

The premium is charged at 9% of the basic hire charge, plus Insurance Premium Tax (IPT).

If a group is affiliated to the school or establishment they can obtain a special rate, details of which can be supplied by contacting the Litigation, Insurance and Risk Management Section at West Sussex County Council.