



The Federation of Mill Hill and Woodcroft Primary Schools Lettings Policy

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Co-ordinator responsible for the policy in consultation with the staff and governors:

Head Teachers

Reviewed: January 2019

Next Review Date: January 2022

Introduction

Lettings are arrangements made with members of the community for the hire of the premises outside of normal school hours. Hire charges will be determined by considering the costs involved such as Caretaker or Site Manger overtime for locking and unlocking. Any potential profit will be considered in relation to the nature of the letting and the commitment of the school to provide for extended services for the children and local community.

Aims

We aim to promote use of both schools' premises in order to develop stronger community relationships and for the benefit of our children and the local community, particularly in the provision of extended services for young people and their families.

Responsibilities

It is the responsibility of the Resources Committee to:

- Review conditions of hire annually
- Review charges annually

It is the responsibility of the Headteacher to:

- Authorise the hire of the premises
- Agree a charge for each application for hire
- Ensure persons who wish to hire the premises complete and return an Application for Hire Form
- Ensure lettings conform to school policies
- Arrange staff supervision of the premises during lettings
- Ensure that activities and organisers are aware of all current Health and Safety Policies and have undertaken a risk assessment for the activity.

It is the responsibility of the person supervising the letting to:

- Secure the building at the end of the letting
- Ensure that they comply with the school's Health and Safety Policies and report any issues immediately.
- Undertake full risk assessments in accordance with HCC guidelines
- Make sure the school is tidy and secure at the end of their letting
- Use only those resources which have been agreed as part of the letting agreement.
- Ensure that all activities are led by appropriately trained and qualified individuals.

1 Acceptance of conditions

The hiring of accommodation/facilities/premises is permitted only on the conditions outlined in the following regulations. Acceptance of the hire agreement is deemed to be acceptance 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 Applications

Applications for the hire of premises should normally be made at least three weeks in advance. In general, reservations will not be accepted for dates more than twelve months in advance, except for special events such as those needing extensive preparations.

4 School Hall

Only suitable footwear should be worn in the hall. No school games equipment may be used without permission and gymnastic equipment can only be used when an adult with recognised qualifications for the proposed activity is personally supervising at all times. For safety reasons, this condition also applies to other activities with young people. For further guidance the Hirer should consult the regulations described in the HCC document 'Safety in Physical Education' available at the school.

5 Playing fields and hard court multi-use games areas

These facilities should be used for their intended purpose only i.e. participation in formal and informal play and sport. No additional marks should be made to the playing fields or hard court areas by the hirer. The School reserves the right to restrict the use of the playing fields during inclement weather; when damaged or under repair; when waterlogged; or to fit in with the School curriculum or School demands. Litter must be removed from the facility at the end of the hire session.

6 School equipment

No use may be made of apparatus such as stage fittings, pianos etc., without specific permission.

7 Fabric and fittings

The fabric and fittings (including electrical installations) and contents of the premises shall not be interfered with in any way. No treatment shall be given to prepare a floor for dancing and the wearing of stiletto heels is prohibited. Only authorised persons shall use steps or ladders. The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage.

8 Storage

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

9 Hirer's property

Furniture and apparatus required may be brought on to 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.

10 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 of the premises by the hirer.
- c) For any other reason the governors deem it necessary or expedient to refuse the application.

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

11 Cancellation by the Governors

Apart from exceptional circumstances, the Governors will give at least four weeks' notice to the Hirer, should it become necessary to cancel or postpone a letting.

12 Cancellation by the Hirer

The Hirer must give at least four weeks' notice of cancellation to the Headteacher, acting for 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 or to impose a cancellation charge.

13 Payment of charges

All hire charges must be paid within one month of the invoice being issued. This invoice will be issued at the end of each month for all the hires that have taken place in that month.

The School reserves 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 in 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 reasonably tidy condition. The proportion of the deposit to be retained will be decided by the governors and their decision will be final. Use of school meal facilities and equipment is subject to County Council conditions and a deposit of £100 is required.

14 Statutory requirements

All statutory requirements, including those relating to health and safety and public entertainments, must be strictly fulfilled by the Hirer. Film, music, dancing, indoor sporting events and stage events may be considered to be regulated entertainment and, as such, are licensable activities which require authorisation from the local licensing authority. For all regulated entertainment, it is the Hirer's responsibility to inform the local Licensing Authority 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.

No musical works in the repertoire of the Performing Rights Society may be performed in public on the premises unless the Hirer has obtained the permission of the society. No copyright material may be delivered or performed unless the consent of the owners of the copyright has been obtained by the Hirer. The Hirer must indemnify the school and the County Council against any action for breach of copyright.

15 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 vacated. The Hirer shall be liable for damage caused by unruly or inappropriate behaviour.

It is the Hirer's responsibility to ensure that all those attending are made aware of their responsibilities, and the County Council's and Hirer's insurance arrangements.

16 Alcohol

In no circumstances shall alcoholic drinks be available at any function.

17 Gambling

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

18 Fire Precautions

Hirers shall familiarise themselves with the fire precautions in force on the premises and with the means of evacuation in the event of a fire, bomb warning or any other threat to safety.

19 Smoking

No smoking is allowed in any area of the school, both inside and outside. This includes the use of e-cigarettes.

20 Caretaker and Site Manager

The Caretaker/Site Manager is instructed by the Governors to ensure that the conditions of hire are fully complied with. All reasonable instructions given by the Caretaker or Site Manager on duty must therefore be followed.

21 Right of access

The Governing Body and its agents reserve the right of access to the premises during the letting.

22 The Headteacher or their representative reserves the right to suspend or withdraw use of the school by an individual group with immediate effect on the following grounds:

- causing intentional damage to the school, its equipment or any personal belongings of other users
- violent, threatening or abusive behaviour to a member of staff or other users
- theft of any property belonging to the School or other users
- disruptive behaviour which is interfering with the activities of others
- behaviour which puts at risk the health, safety or well-being of others
- behaviour which is deemed to be offensive and/or results in complaints from users
- refusal to follow reasonable directions from the caretaker or other members of the school's staff
- non-payment of school invoices
- any other behaviour which is considered inappropriate to the smooth and efficient operation of the School, or against the interests of all users.

Following the suspension, the user will be given reasons in writing and will be offered the opportunity to appeal to the governing body of the School whose decision will be final.

Application for the hire of facilities at Mill Hill Primary School

The application should be sent to the school and should normally be made at least 14 days before hiring is required.

Name of applicant _____

Address (to whom correspondence can be sent) _____

Telephone number _____ Postcode _____

Name of organisation and position within organisation (if applicable) _____

Facilities required (NB. For swimming pools the hirer must complete an additional agreement form)

Hall Playing fields/sports pitch/court Hard play area Room(s) Specify which _____

Purpose of hire: _____

Apart from organisers, is the proposed hire exclusively for:

Young persons under 18 or members of a registered your group

YES / NO

Older Persons group or adult with disabilities

YES / NO

Date(s) required _____ Time from _____ to _____

Declaration

- 1 I have read and accept the school's conditions of hire, and agreed to abide by these and any special conditions communicated to me.
- 2 I agree to indemnify the County Council against any accidents or damage to County Council property or injury to persons which may be incurred as a result of the hiring unless caused by the negligence or breach of statutory duty of the County Council. I understand that the County Council have taken out a policy of insurance, brief details of which have been supplied to me, which provides an indemnity for my legal liability for accidents, damage and injury.
- 3 I enclose a copy or copies of appropriate qualifications held by the person(s) running the activities (where appropriate) in support of this application.
- 4 I accept that an additional charge may be made in respect of damage caused to the building or school property through negligence or wilful intent.
- 5 I understand that there will be a minimum charge unless there is a concurrent hirer.
- 6 I agree to the payment conditions.
- 7 I am over 18.

Signed _____ Name in full _____ Date _____

You will be forwarded confirmation of letting in due course.

Confirmation of agreement of hire of facilities at Mill Hill Primary School

Name _____

Address _____

Postcode _____

Approval has / has not been given for your application to hire the following facilities:

Hall Sports pitch / court Hard play area Room(s) Specify which _____

Purpose of hire: _____

Date(s) required	_____	Time from	_____	to	_____
	_____		_____		_____
	_____		_____		_____

The charge will be £ _____ per week. You will be invoiced on a monthly basis, which will be payable by yourself within 14 days of the invoice date.

If you have any queries, please contact Mrs Elaine Rapley.



Application for the hire of facilities at Woodcroft Primary School

The application should be sent to the school and should normally be made at least 14 days before hiring is required.

Name of applicant _____

Address (to whom correspondence can be sent) _____

Telephone number _____ Postcode _____

Name of organisation and position within organisation (if applicable)

Facilities required (NB. For swimming pools the hirer must complete an additional agreement form)

Hall Playing fields/sports pitch/court Hard play area Room(s) Specify which _____

Purpose of hire: _____

Apart from organisers, is the proposed hire exclusively for:

Young persons under 18 or members of a registered your group
Older Persons group or adult with disabilities

YES / NO

YES / NO

Date(s) required _____ Time from _____ to _____

Declaration

- 1 I have read and accept the school's conditions of hire, and agreed to abide by these and any special conditions communicated to me.
- 2 I agree to indemnify the County Council against any accidents or damage to County Council property or injury to persons which may be incurred as a result of the hiring unless caused by the negligence or breach of statutory duty of the County Council. I understand that the County Council have taken out a policy of insurance, brief details of which have been supplied to me, which provides an indemnity for my legal liability for accidents, damage and injury.
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- 5 I understand that there will be a minimum charge unless there is a concurrent hirer.
- 6 I agree to the payment conditions.
- 7 I am over 18.

Signed _____ Name in full _____ Date _____

You will be forwarded confirmation of letting in due course.

Confirmation of agreement of hire of facilities at Woodcroft Primary School

Name _____

Address _____

Postcode _____

Approval has / has not been given for your application to hire the following facilities:

Hall Sports pitch / court Hard play area Room(s) Specify which _____

Purpose of hire: _____

Date(s) required	_____	Time from	_____	to	_____
	_____		_____		_____
	_____		_____		_____

The charge will be £ _____ per week. You will be invoiced on a monthly basis, which will be payable by yourself within 14 days of the invoice date.

If you have any queries, please contact Mrs Kelly Stewart.

