

Lettings Policy 2021

Kindness



Innovation



Passion



Imagination



Collaboration



thomas
fairchild
community
school

1 INTRODUCTION

- 1.1 The Governing Board have full responsibility for the use of school premises during the school day and outside normal school hours. This includes the letting of School premises to outside bodies and the control of all income and expenditure associated with such activities.
- 1.2 The Governing Board positively welcomes the contribution that well run voluntary groups which organise community based activities are able to make and encourages such ventures through the use of lettings.

2 AIMS & OBJECTIVES

- 2.1 The letting of the premises shall not detract from the primary objective of the School as an educational establishment. Although providing a vital link with the community and other organisations, the letting shall be organised so that there is no disruption to the delivery of the curricula and at no cost to the pupils of the school or their education.
- 2.2 The Governing Board's policy is to encourage the use of school premises i.e. buildings, playing fields and other grounds such as car park by the pupils, parents, the community and organisations ranging from sports clubs to senior citizens' clubs and local businesses.
- 2.3 The income received from the letting of the premises will be used to assist the Governing Board to enhance and enrich the education and working environment of the pupils at the school.

3 EQUAL OPPORTUNITIES

- 3.1 The Governing Board consider the School to be a vital resource for the community. Individuals and groups who wish to make appropriate use of the school's premises are able to do so wherever this is reasonably possible.
- 3.2 The Governing Board positively encourages individuals or groups who wish to make reasonable use of the school premises, regardless of their race, gender, disability, sexuality or religion.
- 3.3 Applications will not be considered from applications for letting from people under 21 years of age.
- 3.4 The hirer will accept responsibility for being on the premises, being in charge of the premises let and for ensuring that all conditions of the letting agreement are observed, particularly those relating to management and supervision of the premises.

4 CATEGORIES OF USER

(a) Statutory User

Where statute provides that the school is required to be used or may not be used, those statutory provisions take precedence over all other uses. Statutory use is defined as follows:

Use of premises for polling stations or political meetings when a local or parliamentary election has been declared; official meetings of the parish or parochial council; any other statutory purpose. Infrequent use of the school premises required by statute will be accommodated by the Governing Board at a rate to recover costs.

(b) Designated Users

The Governing Board reserve the right to set charges at cost recovery and not at a level that would deter such user. Within this category, priority booking shall be given for extended use as follows:

- (i) Within the school: the school's own activity – for example, Governor, staff or Parents' Association meetings
- (ii) Curriculum activities, fund raising activities for School Funds;
- (iii) Extended School activities: for example extra curricula activities and clubs, community education or training events, approved childcare activities, non-profit making sport and interest courses, clubs and post 16 education programmes.

(c) Private Users

Those that are not defined as statutory or designated users are defined by the Governing Board as private users.

CONDITIONS FOR THE LETTING OF SCHOOL PREMISES

The Governing Board have adopted conditions for the letting of school premises, the details of which are annexed to this Policy.

The Policy and the conditions for the letting of school premises will be sent to all enquirers and be posted on the school's intranet and website.

5 GUIDELINES ON CHARGING

The Governing Board sets charges for lettings on the following guidelines:

- 5.1 The Policy is to set charges to bring additional income to the school taking account of Best Value, including elements such as insurance cover, heating and lighting, cleaning, staff overtime, fair wear and tear and any items, subject to VAT.
- 5.2 Details of the charges are annexed to this Policy.
- 5.3 Decisions to waiver or reduce lettings fees are delegated to the Executive Headteacher.
- 5.4 The Governing Board will review the charges for letting annually and reserve the right to review the charges at any time.
- 5.5 The Governing Board will give a minimum of 30 day notice of any increase in charges for letting.

6 ADMINISTRATION OF THE CONDITIONS

- 6.1 While full responsibility for all lettings is with the Governing Board, the day to day management and administration is undertaken by the Headteacher and/or Business Manager.
- 6.2 The Governing Board reserves the right to withhold permission to let any part of the school (although the right to make this decision may be delegated to the Headteacher and/or the Business Manager). In the case of dispute the Governing Board's decision is final.
- 6.3 The Governing Board reserves the right to refuse to let the premises to any group or individual for purposes that are inconsistent with the ethos of the school.
- 6.4 Application forms are available from the school and they should be submitted to the Business Manager at least two weeks before the first day of the proposed letting. In the case of block bookings, four week notice should be given. The person signing the Hire of

Accommodation Application Form will be considered the 'Hirer'. The Hirer will be required to return all completed copies of paperwork to the school before a booking can be accepted. The booking acceptance will be confirmed by Business Manager.

- a) All applications will be considered on their merits, taking into consideration the suitability of the activity. The Governing Board reserves the right to:
 - Refuse applications without giving a reason
 - Have a representative present at any function
 - Terminate any activity not properly conducted
- b) Letting fees are reviewed annually by the Governing Board. When the letting has been confirmed, payment must be made to the school/Centre, prior to the use of the premises. In the case of a regular booking, payment will be required at the end of each term.

TERMS AND CONDITIONS OF HIRE OF SCHOOL PREMISES

- 1 The Hirer must be over 21 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. Where a promoting organisation is named in the application, that organisation shall also be considered the Hirer and shall be jointly and severally liable hereunder with the signatory.
- 2 The hire fee shall be paid in full upon signing the Hire Agreement together with any returnable deposit required by the Governing Board.
- 3 The Governing Board shall determine in advance the duration of the hire period.
- 4 The Governing Board reserves the right to refuse any application. The right is reserved to cancel any hiring, without notice, where the Governing Board considers it necessary for any cause outside their control. The Governing Board reserves the right to cancel this Hire Agreement at any time where the Hirer is in breach of the terms of this Agreement and no compensation shall be payable to any person in consequence of cancellation. In such event, the Governing Board shall not incur any liability to the Hirer, other than for the return of any fee or the appropriate part of any fee paid in respect of the hiring.
- 5 Hirers will be allowed to cancel or postpone such bookings. Refunds or fees payable are at the discretion of the Governing Board.
- 6 There shall be no variation to the conditions of hire without the express consent of the Governing Board.
- 7 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 part 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 wear shoes with stiletto heels or other footwear which may in the opinion of the Governing Board be damaging to the floor surfaces of the hired area. No alterations or additions to any electrical installations either permanent or temporary on the hired premises may be made without the written consent of the Governing Board. Electrical apparatus must be switched off after use and plugs removed from sockets.
- 8 The Hirer/Hirers shall during the hiring be responsible for:

- (a) Taking all measures necessary to ensure that the permitted number of persons using the hired premises is not exceeded;
- (b) The efficient supervision of the hired premises and for the orderly use thereof including the observance of the Governing Board policy on smoking on school premises;
- (c) Ensuring that all doors giving egress from the hired premises are kept unfastened and unobstructed and that no obstruction is placed or allowed to remain in any corridor giving access to the hired premises;
- (d) Ensuring that all proper safety measures are taken for the protection of the users of the premises and equipment including adequate adult supervision where young people are concerned;
- (e) Familiarising themselves and the users of the premises with the fire alarm positions, the locations of the fire-fighting equipment and the establishment's exit routes;
- (f) Ascertaining the location of the nearest emergency telephone;
- (g) The provision of a suitable first aid kit;
- (h) The administration of first aid;

The Hirer shall at the end of the hiring be responsible for:

- (a) Ensuring that the hired premises are vacated promptly and quietly;
- (b) Ensuring that the hired premises are left in a safe and secure condition and in a clean and tidy state.

Failure to comply with these conditions may lead to additional charges. The Hirer shall not permit or suffer any damage to be done to the hired premises or any furniture or equipment therein and shall make good to the satisfaction of the Governing Board and pay for any damage thereof (including accidental damage) caused by any act or neglect by himself, his agents or any person on the hired premises by reason of the use thereof by the Hirer.

- 9 The Hirer shall immediately inform the Headteacher of the school, of any emergency, accident or serious incident that occurs on the school premises. The Hirer will complete and lodge with the school an accident report form, a copy of which is attached herewith.
- 10 Intoxicating liquor shall not be brought into nor consumed on school premises without the prior consent of the Governing Board. Where such consent is given the Hirer must comply with the Licensing Laws and provide evidence of such to the Governing Board.
- 11 There shall be no smoking on the school premises or the school grounds.
- 12 The promoters of entertainment and functions to which the public are admitted, for payment, shall be responsible for completing to the satisfaction of the Governing Board, all formalities in connection with the use of the premises for that purpose. Where the Chief Fire Officer or Licensing Authority require additional facilities for the purpose of a letting (such as "Exit" sign 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 Governing Board 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.
- 13 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. If the Hirer shall fail to do so any permission previously granted by the Governing Board to use the school premises shall be immediately cancelled and the Governing Board shall have the right to recover fees, charges or any other payments referred to in this Hire Agreement. The Hirer shall indemnify the Governing Board 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 or function at which music has been performed or songs sung, complete, sign and return to the Performing Right Society a Performing Right Society Limited form obtainable from the Performing Right Society. 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. Evidence that the necessary licences have been obtained must be supplied to the school by one month before the letting.
- 14 No betting, gaming or gambling is allowed except in accordance with the conditions eg. charitable bazaar, sale of work, fete, dance or sporting event of the Betting, Gaming, Lotteries and Amusement (NI) Order as amended by the Betting and Lotteries (NI) Order when gaming is carried on at an entertainment promoted for raising money to be applied for purposes other than private gain.
- 15 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 Board. 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 Board will be entitled to charge the Hirer for any such loss, damage or breakage on terms to be approved by the school.
- 16 The Hirer will be required to indemnify the Governing Board 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 Board, their servants or agents.
- 17 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/centre'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.
- 18 Any hiring of a playing field may be cancelled without notice if weather conditions or the state of the ground make it likely that unreasonable damage may result from use. Suitable footwear must be worn.
- 19 Except in so far as the Unfair Contract Terms Act (or any statutory modification or re-enactment of it) otherwise requires, neither the Governing Board will be responsible or liable in any way whatsoever to any person whatsoever (and whether or not there shall be any negligence by its servants or agents) in respect of:

- (a) Any damage or loss of any property brought on to or left upon the hired premises either by the Hirer or by any other person;
- (b) Any loss or injury which may be incurred by or done by or happen to the Hirer or any person relating to the premises by reason of the use thereof by the Hirer;
- (c) Any loss to breakdown or machinery, failure of electrical supply, fire, flood or government restriction which may cause the hiring to be interrupted or cancelled; and the Hirer shall be responsible for and shall indemnify the Governing Board, its servants and agents against all claims, demands, actions and costs arising from the Hirer's use of the hired premises or from any loss, damage or injury suffered by any person arising in any manner whatsoever out of the use of the hired premises by the Hirer.

20 The Hirer shall comply with such additional conditions as the Governing Board may require in writing, to be observed for a particular letting. It is understood and agreed that the Governing Board do not, either expressly or by implication, warrant the premises to be fit or suitable for any sporting, recreational or other purpose for which the Hirer intends to use them but rely entirely on the skill, knowledge and expertise of the Hirer in choosing so to use them and require the Hirer to discontinue that use immediately upon it becoming reasonably foreseeable that by reason of their condition a participant in or spectator to that sport, recreation or other activity, or any other person is in danger of suffering injury, loss or damage.

21 The Hirer and his agents shall during the hiring and during such other times as they or any of them shall be on the hired premises for the purpose of the hiring comply with all reasonable requirements of the caretaker of the hired premises. The Hirer shall not sublet the hired premises or any part thereof and in the event of this conditions being breached or any threat thereof then the hiring will stand cancelled, the charges forfeited and the Hirer and sub-hirer excluded from the hired premises.

22 Any notice or necessary action required in respect of this hiring may be undertaken by the Chairman of the Governing Board or his nominated representative. The right of entry to the hired premises at any time during the hiring is reserved for authorised officers and employees of the Governing Board, the Chairman of the Governing Board and the Headteacher of the school or a person authorised by them. Where the hire of the facilities is for a block period this shall be for no more than nine months for any period of hire and all periods of hire shall automatically determine on the 30th June in each and every year.

Signed: _____
Chair of Governors

Signed: _____
Executive Headteacher

Policy reviewed	November 2021
Adopted by Thomas Fairchild Governing Board	December 2021
Review date	November 2023

Declaration by the Hirer:

- *I am over 21 years of age.*
- *I have read the Conditions of Hire and agree to abide by them.*
- *I confirm that insurance arrangements are in place in accordance with the Conditions of Hire.*
- *I confirm that all licences that may be required for the activities during the hire period have been obtained/have been applied for /will be applied for before the date of first applicable use.*
- *I agree to indemnify the school for any loss arising out of a breach of this agreement.*

For and on behalf of:

The Governing Board of School

Signed:

Dated:

For and on behalf of:

..... (The Hirer)

Signed:

Dated:

DECLARATION TO BE COMPLETED BY THE HIRER

I/We* being the duly appointed agent of
Agree to pay the charges for accommodation and to abide by the terms and conditions stated provided and do hereby agree to indemnify the school against any liability whatsoever which may arise out of the hire of premises to me/the organisation*. I/We* also confirm that the appropriate insurance has been effected in accordance with the Conditions of Hire.

* (Delete if applicable)

Signed Name

Date

NOTE: Persons signing the Declaration must be of 21 years of age or over.

An invoice for the letting will be sent which should be paid within one month.

The Thomas Fairchild Governing Board

LETTINGS BOOKING FORM & FORMAL HIRE AGREEMENT

APPLICATION FOR THE HIRE OF FACILITIES & ACCESS TO THE PREMISES

APPENDIX 1

BOOKING FORM - ALL BOXES TO BE FILLED IN

(PLEASE NOTE PERSON APPLYING FOR BOOKING MUST BE OVER 21 YEARS OF AGE)

Name:

Address

Telephone number of Hirer

Work:

Home:

Mobile:

Email:

Organisation Information:	
Date(s) of hire:	
Time(s):	
Purpose for Hiring:	
Detail(s) of Activity:	

Maximum number of adults and young people	Number of Adults over 21and over 18 Number of childrenAge range of children
Any specific requirements:	Admission charge (if any): What will the proceeds be used for?
Car Park spaces are allocated to 10 bays only. How many vehicles will be parked?	
List details of your own personal equipment that will be used at the venue?	

Please tick facilities needed

<i>Main Hall</i>	
<i>Dining area</i>	
<i>Catering Facilities</i>	
<i>Playground</i>	
<i>Main Pitch</i>	
<i>Number of chairs</i>	
<i>Number of tables</i>	
<i>Number of chairs per tables</i>	
<i>Classrooms</i>	

<i>Facilities needed</i>	
<i>Total number of hours</i>	
<i>Total amount payable</i>	£
<i>50% refundable deposit payable at time of booking & full payment due 14 days prior to the event</i>	£

Thomas Fairchild Primary School in partnership with The New Wave Federation

CURRENT SCALE OF FEES AND CHARGES FOR COMMUNITY GROUPS

School telephone number:

0207 253 2592: Thomas Fairchild

Hire Charges

- | | | |
|--------------------------|---|--------------|
| 1. Class room | - | £40 per hour |
| 2. Playground | - | £50 per hour |
| 3. Main Hall/Dining Hall | - | £80 per hour |
| 4. Catering Facilities | - | £80 per hour |

Lettings of a minimum booking of two hours will only be considered.