



Princecroft

PRIMARY SCHOOL

Incorporating The Hive Nursery

Lettings Policy

Issue date	10 th Sept 2021
Review date	16 th Sept 2021
Date of next policy review	Sept 2024

This policy is in line with the Single Equality Policy

**Princecroft Primary School
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Princecroft Primary School is committed to excellent safeguarding. All clubs and private regular hirers must have an appropriate child and vulnerable adult safeguarding policy in place, and/or appropriate DBS checks. The School will request to see evidence before any lettings agreements are issued.

1. Policy objectives

The policy objectives are:

- that school premises represent a significant capital investment and should be fully utilised;
- are a valuable community resource; belief
- educational usage; educational premises constitutes a natural priority
- that a profit margin would be welcome when derived from private or commercial usage but is not the objective when facilitating educational activity by designated users;
- we are in receipt of public money which is for a clearly designated purpose.

2. Priority Usage

The governors have agreed the following categories of priority user:

- Statutory users – school based activities during normal school hours (8.00am – 6.00pm)
- Private users – youth and adult organisations
- Commercial users

Lettings charges are **Appendix A** (Available from the School Office)

3. Administration of Lettings

General: The governors have delegated the authority to accept applications for hire to the following persons – Headteacher, and Business Manager.

Variations: The Headteacher/Business Manager may vary the terms and conditions under which the school premises are hired to either individuals or organisations but in no case should energy (lighting, heating) costs be ignored. All hirings which do not make a profit must be cost neutral.

4. Lettings documentation

All formal hiring of the school premises, including those for which no charge is made, shall be properly documented. All hirers will be given a copy of the Terms and

Conditions of Lettings (**Appendix B**) and must complete a lettings hire agreement (**Appendix C**). A quotation form (**Appendix D**) will be attached to the invoice or forwarded to the hirer for checking before the let commences. The Lettings Hire Agreement and Terms and Conditions of Lettings are contracts which the governors may enforce at law.

5. Scale of charges

In determining the scale of charges (see **Appendix A**), the governors have followed the principles set out below:

- Statutory users will not be charged.
- Private users will be charged a nominal cost to cover cleaning, caretaking and security, energy, wear and tear and administration.
- Commercial users will be charged at the commercial rate
- There will be parity of treatment for similar users.
- The overall cost of letting school facilities will be recovered from users.

For the purpose of charging, the Headteacher and Business Manager are empowered to determine to which group any particular individual or organisation belongs. The basis of charging will be determined by the purpose for which the letting is arranged.

6. Value Added Tax

The governors are constrained by law to apply VAT to all transactions where this is appropriate. Currently the School is not VAT registered.

7. Minimum charges and deposits

The minimum hire period will be one hour for all facilities.

The governors reserve the right to request a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

8. Cancellations

Governors will seek to recover any costs incurred by the school which are unavoidable and result directly from the cancellation of a letting. Details of the charges are shown in the scale of charges (**Appendix A**). Where facilities are not used application for a refund will be considered after the deduction of such costs.

9. Payment methods

The governors are mindful of their responsibilities in safeguarding the school from bad debt. The school invoices customers and accepts payments by cheque or BACS. One- off bookings are paid in advance and all other bookings either monthly or termly.

10. Extension of credit

The governors will allow where appropriate the extension of credit to bona fide local organisations and individuals where they are satisfied that these are creditworthy. In all cases governors reserve the right to withdraw credit facilities where prompt payment is not received. The governors have chosen to delegate the approval of credit facilities to the Headteacher/Business Manager who will maintain a record for the guidance of the Finance Assistant. The school's standard payment terms of 30 days from the date of invoice will apply in all cases.

11. Security

The governors will not normally insist upon continuous caretaking presence. However they reserve the right and delegated power to the Headteacher/Business Manager to insist upon caretaking presence where in his/her view the nature of the hiring may leave the school vulnerable to theft or damage.; in such instances the cost of this shall be included in the hire charge.

Appendix B

Terms and Conditions of Lettings

A. General

1. Educational and other statutory requirements take precedence over any other use.
2. Premises are let as they normally stand, and no alterations or additions shall be made to lighting, heating or any furniture and fittings without the consent of the Governors or the person to whom the control of lettings has been delegated.
3. The hirer shall not sub-let the hired premises or any part thereof and in the event of this condition 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.
4. Stage lighting shall not normally be used unless special consent is given and a competent operator is provided. Governors may wish to make a separate charge for this use.
5. All passageways, stairs and exits to which the public has access shall at all times be kept free from obstruction.
6. Posters and placards will not normally be permitted on the premises except by prior consent of the Governors or the person to whom the control of lettings has been delegated.
7. No bolts, screws, nails or tacks or any adhesive fastenings shall be used to fix anything to the wall or for any other purpose.
8. No article of any inflammable or explosive character or any article producing an offensive smell or any oil, electric, gas or other engine shall be brought into the accommodation.
9. Access to the school's IT resources including the internet may only be made via the guest network and all users must thereby agree to the school's acceptable use policy.
10. Any electrical equipment brought onto the site for use during the letting is to have been PAT tested within the past two years.
11. Smoking is not permitted anywhere on the school site.
12. The hirer shall be responsible for the maintenance of good order and behaviour during the letting. No intoxicating liquor shall be sold supplied or consumed on the premises without the previous consent of the Governors or the person to

whom the control of lettings has been delegated, and, if appropriate, the Licensing Authority.

13. The school kitchen may only be used with the consent of the school and if deemed necessary by the Headteacher/Business Manager, the attendance of a representative of the school during the letting. Any charges for the use of the Kitchen will be added to the basic lettings charge agreed by the Governors.
14. Attention is directed to the Childrens and Young Persons Act 1933 Section 12 (1), which provides that when the number of children attending an entertainment exceeds one hundred, it should be the duty of the person providing the entertainment to provide an effective corps of properly instructed stewards to see that the number of the children attending does not exceed the proper capacity of the building, and to take all other reasonable precautions for the safety of the children.
15. Hirers are still liable for the cost of the letting if a booking is cancelled after 9.30 a.m. on the day of the letting or, for a weekend letting, after 12.00 noon on the Friday preceding the weekend of the letting.
16. Consent to the use of the grounds may be withheld if the Governors consider the condition of the grounds are such that additional use may result in the inability of the school to provide sufficient playing space to provide for curricular use in accordance with the Standards for School Premises Regulations.
17. Floors of Assembly Halls, Sports Halls, Drama Halls and Gyms are used for pupils' physical education and no substance is to be applied to the floors to prepare them for dancing.
18. No footwear liable to damage floors and floor coverings should be worn in the school buildings.
19. If a piano is hired, the only one to be used is that indicated by the Governors or the person to whom the control of lettings is delegated.
20. Dogs, other than assistance dogs for the disabled, shall not be allowed on school premises.

B. Safeguarding and Child Protection

The Hirer should have clear safeguarding and child protection policies and procedures in place which comply with current Government guidance from the DfE. The Hirer will liaise with the school in the event of any concerns arising about safeguarding children or child protection. The school may require sight of such policies and procedures before accepting any booking of facilities.

C. Fire and Safety Precautions

1. The hirer must have a working mobile phone available during the hire and should be aware of the position of accessible telephones, escape routes, fire alarms, fire

fighting equipment, and the arrangements for emergency assembly areas. Organisers of any activity must also ensure that, as far as possible, an accurate list of those present is available as a roll call in case of fire.

2. Before using the premises hirers are responsible for checking, and Head and Governors for ensuring, that:
 - Escape routes are unlocked and unobstructed internally and externally and that all doors are easily and immediately operable from the inside
 - Safety lighting is working satisfactorily
 - Seating and gangways are arranged in accordance with safety rules
 - Fire fighting equipment is available for immediate use
 - The maximum permitted number to be admitted is not exceeded
 - The hirer is familiar with the layout of the building
3. In the event of a fire the person in charge of the hired premises is responsible for the calling of the Fire Brigade when the alarm sounds.
4. If there is a fire, or the fire alarm sounds, everyone should leave the building by the nearest exit ensuring that all doors are closed after they have been passed through. As part of their evacuation strategy the hirer should make a reasonable sweep of the area within their jurisdiction as long as this does not expose them to any additional hazards or unduly delay the evacuation. All persons should go to the designated assembly area where a check on those present should be carried out – either by using the list of attendees or by individual enquiry. No-one should be allowed to re-enter the building until authorised by the Senior Fire Officer present.
5. Use of fire extinguishers by hirers is only permitted by those with adequate training in the use of extinguishers. Care should be taken to ensure that the type of fire extinguisher is appropriate for the fire involved. However, fire fighting is always secondary to safety of life.
6. After the letting the responsible person, whether the caretaker or another authorised person, will check there are no apparent fire risks. At the end of the letting hirers should therefore ensure that all electrical appliances, gas and water taps are turned off, and that isolating switches, where installed, are off. Doors and windows should be closed and any special fire instructions adhered to.

D. Damage to Property

1. The Hirer shall repay to the Governors any additional costs, whether for staff or premises, resulting from the misuse and/or damage of the premises and/or grounds resulting from their use by the hirer before, during or after the period of hire if in relation to or because of the hiring.
2. The costs of reinstating grounds or reinstating or replacing any part of the premises or any property in or on the premises and grounds which shall be damaged, destroyed, stolen or removed will be certified by a member of the Royal Institute of Chartered Surveyors whose certificate shall be conclusive.

E. Indemnity

1. Hirers shall indemnify the Governors against all claims, demands, actions or proceedings in respect of goods or clothing or of the death or injury of any person which shall occur during, before or after the period of hire if in relation to or by reason of the hiring. Provided always that this indemnity shall not apply in the event of any negligence on the part of the Governors or Local Authority, their agents or employees, or any defects in the premises or of an act of God or the Queen's enemies.
2. The school ensures that the school premises are insured. However it is the responsibility of all non-school school hirers to ensure that the activity is suitable insured (this being public liability insurance of £1 million). The school may ask for sight of such insurance cover before confirming a booking. Smaller groups may use the facilities without the specified public liability insurance with the understanding that they are responsible for their individual groups and sign a disclaimer. However if the Headteacher or Business Manager assess the hirer's proposed activity to constitute an unacceptable risk, then the hire application will be refused even if the hirer has signed the disclaimer)
3. Premises shall not be used for any unlawful purpose and there shall be deemed to be implied on the part of the hirer an undertaking with the Governors strictly to observe all statutory provisions and regulations imposed by the Justices of the Peace applicable to any letting, and to indemnify the Governors and the Local Authority, their agents and employees from all penalties, damages and costs which they may incur in consequence of a breach or default in complying with such provisions.
4. The hirer shall indemnify the Governors against all claims, demands actions or proceedings arising out of the infringement of copyright, etc during the period of hire.
5. The hirer shall be responsible for ensuring that appropriate licensing requirements are met in respect of a letting at which charges are made for admission and musical works are to be performed vocally, instrumentally or mechanically (see below).

F. Right of Entry

1. The Head, Governors, Director of Childrens Services and persons authorised by them, shall have free access to the hired premises in the pursuance of their duties and instructions must be given by the hirer for their admission.

G. Failure to Observe Conditions

1. If the hirer shall fail to observe or ensure the observance by others of the provisions of these Terms and Conditions and any Notes attached to them, the Governors may without notice end the hirer's rights under the agreement, and require the immediate vacation of the premises and/or grounds.
2. Such a termination shall not release the hirer from any of the obligations under the agreement or affect any right which the Governors may have under the agreement or otherwise and the Governors shall be entitled to retain any money paid as a deposit and to sue for any balance outstanding.

H. Responsibility for Property

1. The Governors shall not be responsible for goods, materials, clothing, etc., brought into or left in the building by the hirer or persons acting on his behalf.
2. Cars are parked on the school premises at the owners' risk.

I. Statutory Requirements

1. Public music, singing and dancing can only take place in premises that have a Premises Licence, available from the Licensing Officer at the Council. Public performances are defined as those to which members of the general public have free access; normally on payment of an entrance fee. Hirers must ensure they obtain such a licence if necessary and that they observe the conditions therein. Amongst other things there will be conditions limiting the hours during which such performances can take place and on the maximum number of persons who can be present in the licensed accommodation. The licence must be shown to the Headteacher or Business Manager before the event takes place.
2. Public performances of stage plays, etc., can only take place in premises that have a Premises Licence. Hirers should ascertain whether the premises concerned have such a licence and what its conditions are, particularly in respect of maximum size of audience and seating arrangements. The licence must be shown to the Headteacher or Business Manager before the event takes place.
3. Intoxicating liquor cannot be sold on the premises unless the hirer or person providing the bar facilities has obtained a Temporary Events Notice (TENS). Such a notice must be shown to the Governors representative – normally the Headteacher or Business Manager - before the letting starts. The bar must be placed where young persons under the age of 18 cannot normally gain access. Should such access occur, all liability for any consequences of whatever sort shall be with the hirers.

APPLICATION FOR HIRE OF SCHOOL PREMISES

Please complete this form and return to the School Office at Princecroft Primary School. A quotation will then be forwarded to you.

Name of organisation	
Contact's name	
Address	
Position in organisation	
Phone number	
Email address	
Facilities required	
Date	
Time (from & to)	
Any other requirements (eg: catering, special equipment, seating arrangements etc)	

I wish to hire the premises as detailed above.

I have received a copy of the terms and conditions of hire and I agree to abide by them.

I agree to pay all charges which may be due.

I acknowledge that all clubs and regular private hirers must have an appropriate child and vulnerable adult safeguarding policy and/or appropriate DBS checks in place.
(Please provide evidence of this)

Copy attached

I confirm that the above named organisation has appropriate insurance cover (£1 million indemnity)

Copy attached

(If the organisation does not have this in place, please sign the Liability Disclaimer Form at the bottom of this form)

I confirm that the intended use of the premises will not include any activity which requires a licence: YES/NO (please circle as appropriate)

NB If you have circled 'No', please refer to Section I, points 1-3, of the Terms and Conditions of Lettings document, and make arrangements to secure the appropriate licence/s before the intended event.

Signature..... Date.....

Letting considered and agreed/refused on behalf of the Governors by:

Name..... Designation..... Date.....

Princecroft Primary School Liability Disclaimer Form

I.....hereby sign this liability disclaimer form on(date).

I acknowledge that I (as the representative of the above organisation) am responsible for my own safety and the safety of others whilst hiring the school premises without the required £1,000,000 public liability insurance.

I agree not to bring any claim against the school or its officers (except in the event of their negligence).

(The School ensures that the school premises are insured. However it is the responsibility of all non-school hirers to ensure that the activity is suitably insured ie: £1 million public liability indemnity cover. In addition if the Headteacher or Business Manager assess the hirer's proposed activity to constitute an untenable risk, then the hire application will be refused even if the hirer has signed the above disclaimer)

APPENDIX D

QUOTATION FOR LETTINGS

Quotation No.....

FACILITIES REQUIRED – please complete the table below and return to Princecroft Primary School

Date of event/s					
Time from			Time until		
Room/Area (Please tick requirements)	Whole school	Part school	Training room	Sports Hall	Playing field
Specific equipment required? (please provide details)					
Particular seating/room arrangement required? (please provide details)					
Catering required? (please provide details)					
Use of kitchen required? (please provide details)					
Any other comments					

For Princecroft Primary School only
The above letting is accepted/rejected

Room/Area	Charge	Details of charges
Equipment (if applicable)		
Keyholding (if applicable)		
TOTAL PAYABLE	£	

This sum will be invoiced at the time of the event.