

Original Date Written	Latest Date Reviewed	Date Adopted	Date for Review
September 2016	March 2021	March 2021	March 2022

# Marlborough St Mary's CE Primary School



## Lettings Policy

*Together we believe, learn and achieve*

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## Lettings Policy

### 1. Policy Objectives

Marlborough St Mary's Primary School is committed to being part of the community. We recognise that we have a range of quality facilities that, if it is practical, we should share with the local community. The Governors also recognise that this fits into the Department of Education's strategy for effective schools and their partnership with their communities. The use of school premises, facilities or resources is under the control of the Headteacher and the Marlborough St Mary's Governing Body, subject to statutory requirements or directions from the Education Authority. The management of this function is delegated to the principal as part of the day to day management and expenditure control. The Board of Governors are informed on a regular basis of individuals and groups using the school.

The governors endorse the following principles:

- (a) That school premises represent a significant capital investment and should be fully utilised
- (b) That school premises are a valuable community resource
- (c) That educational usage of education premises constitutes a natural priority
- (d) That a profit margin would be welcome when derived from private or commercial usage but that is not the objective when facilitating educational activity by designated users.

### 2. Priority Usage

The governors have adopted the following priority usage:

- (i) Statutory; e.g. elections
- (ii) Designated; e.g. education
- (iii) Private; e.g. 'keep fit'

### 3. Applications for Designated Status

The Governing Body has delegated its power to determine designated status to the Headteacher who will exercise discretion on its behalf and determine applications. The outcome of such decisions shall be a matter of report to the Governing Body each term. The Headteacher will arrange for a list of approved organisations to be maintained. This does not preclude the Headteacher from referring sensitive applications to the full Governing Body at his discretion.

### 4. Administration of Lettings

#### 4.1 General

The governors recognise that it would be impossible for them to personally vet every applicant or organisation who wishes to make use of the school premises. Accordingly, they have delegated the authority to accept applications for hire to the Headteacher. All bookings will be accepted at the Headteacher's discretion.

#### 4.2 Variations

No member of staff is allowed to vary the terms and conditions under which the school premises are hired to either individuals or organisations nor to deviate from the governors' published charging policy.

#### 4.3 Lettings Documentation

All formal hirings of the school premises, including those for which no charge is made, shall be properly documented. All hirers must complete a lettings hire agreement and should receive a copy of the conditions of hire. The hire agreement is a contract which the governors may enforce at law.

#### 4.4 Scale of Charges

In arriving at their scale of charges, the governors have followed the principles set out below;

- Statutory and designated users will be charged at cost
- Private users will be charged at cost plus an income margin for the school
- There will be a parity of treatment for similar users
- The overall cost of letting school facilities will be recovered from users

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

#### 4.5 Value Added Tax

The governors are constrained by law to apply value added tax to all transactions where this is appropriate.

#### 4.6 Minimum Charges and Deposits

The minimum hire period will be two hours. The governors reserve the right to require 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 additional expense being incurred for cleaning, caretaking or other such costs. This deposit will not be returned should the premises be left in an unsatisfactory condition at the end of the letting period.

#### 4.7 Cancellations

Governors will seek to recover any cost 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 in Appendix 1.

#### 4.8 Payment methods

The governors are mindful of their responsibilities in safeguarding the school from bad debt. Therefore payment for lettings at the time of booking is the norm, unless otherwise agreed with the Headteacher and School Business Manager. Electronic payments are preferred, but cheques or cash are both acceptable. In all cases where cash or cheques are paid over then an official receipt must be issued.

#### 4.9 Security

The governors will not normally insist upon continuous caretaking presence. However, they reserve the right and have delegated power to the Headteacher to insist on caretaking presence where, in his view, the nature of the hiring may leave the school vulnerable to theft or damage. A charge will be made for this time.

### **5. Review of Policy**

The governors will review the policy each year in the Autumn Term, and the scale of charges for the forthcoming year will also be reviewed and updated.

**Appendices:**

**Appendix 1– Schedule of charges**

**Appendix 2 – Application form**

**Appendix 3 – Conditions of booking and conditions of usage**

## APPENDIX 1

### Scale of Charges

#### Statutory Users

For use as a Polling Station, additional cost of Caretaker hours only

#### Main School Hall

Minimum 2 hour hiring	(to include set up)	£30
3 hour hiring		£45
4 hour hiring		£60
5 hour hiring		£75

#### Studio Hall

Minimum 2 hour hiring	(to include set up)	£20
3 hour hiring		£30
4 hour hiring		£40
5 hour hiring		£50

Rates for other areas of the school to be agreed on an individual basis.

**PLEASE NOTE THAT FOR OCCASIONAL HIRING, THE FULL CHARGE MUST BE PAID IN ADVANCE AND WITHIN FIVE DAYS OF BEING APPROVED**

#### **ADDITIONAL CHARGES REFERRED TO IN THE CONDITIONS OF HIRE SHALL INCLUDE:**

- Cancellation by the hirer within seven days of the event - £10
- If required, a refundable deposit of £25 to cover potential cleaning and damage.

Refunds to hirers will be made in the event that the school premises are required for use as a Polling Station.

Refunds will also be considered in the event of extreme weather conditions.

**VAT (where applicable) SHALL BE PAID AT THE STANDARD RATE.**

**APPENDIX 2**

**APPLICATION FORM FOR THE LETTING OF MARLBOROUGH ST MARY’S SCHOOL PREMISES**

This form is to be completed by the person responsible, on behalf of the hirers. It is understood that this person will be responsible for the payment of all charges relating to this booking and will ensure that all aspects of our lettings policy are adhered to at all times.

ACCOMMODATION REQUIRED	TIME FROM TO	DATES	TOTAL HOURS	TOTAL COST
<b>TOTAL COST</b>				
Name of Organisation				
Nature and object of meeting				
Will any copyright material be used ?				
Estimated number of people to be present				
How many chairs will be required ?				
How many tables will be required ? Adult : Children :				
Any other equipment requested				

**To the Governing Body of Marlborough St Mary’s Primary School**

I \_\_\_\_\_ (please print )

of \_\_\_\_\_ Organisation

being over the age of 18 years, hereby apply for permission for the above stated Organisation to use the school premises as stated overleaf. I understand that if permission is granted, it will be subject to all conditions of usage within the school’s letting policy. I have read this lettings policy and understand that the permission to use the school premises will only be effective provided the conditions and regulations stated in the school’s letting policy are adhered to.

I, on behalf of my Organisation, hereby agree to follow all conditions of the school's letting policy should permission be granted to use the school premises.

I, on behalf of my Organisation, agree to indemnify and keep indemnified the Governing Body and Council from and against all loss, damage, costs, claims, demands, expenses or charges which the Governing Body or Council may sustain or incur in respect of any matter arising out the use of the school premises or the conditions relating thereto insofar as the same are not covered by the said or any other policy of insurance effected by the Governing Body or Council or the obligation to give notice of any accident, damage, or proceedings as aforesaid is not fulfilled by us and to pay to the Governing Body or Council on demand at the school office or Council's principal offices at Trowbridge, all such sums as may be payable by reason of this indemnity.

Signature of Applicant (Mr,Ms,Mrs ) \_\_\_\_\_

Occupation \_\_\_\_\_

I understand it is my responsibility, on behalf of my organisation, to ensure that any area of accommodation used in the course of the letting is left in the condition in which it is found. I must also ensure that my organisation leave the premises at the time stated on the Permit.

Address \_\_\_\_\_

\_\_\_\_\_

Telephone No. Home \_\_\_\_\_ Work \_\_\_\_\_

Date \_\_\_\_\_

## APPENDIX 3

### CONDITIONS OF BOOKING

1. The use of our school premises is permitted by the Governing Body on the understanding that the following rules are adhered to at all times.
2. Once you, the Hirer, have accepted a permit to use the school premises, you are automatically bound by all terms and conditions of usage of the premises. The Governing Body have the right to vary these terms and conditions at any time.
3. The person signing the application form, on behalf of their organisation, (then known as the Hirer) is personally responsible for ensuring that all terms and conditions of our lettings policy are adhered to.
4. The hirer should have clear safeguarding and child protection policies and procedures in place which comply with current Government guidance from DfE (e.g. adoption of the Sport England Safeguarding Standards).
5. 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 Education Authority, their agents or employees, or any defects in the premises or of an act of God or the Queen's enemies.
6. The hirer shall obtain insurance against its legal liabilities to third parties, with a limit of indemnity of at least £1 million.
7. 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 Education 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.
8. 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.
9. 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).
10. The Governing Body will not accept responsibility for any loss of or damage to any property owned by any person using the premises during the period of the letting. Property shall be brought on to the premises at the sole risk of the owner, including cars parked on school premises.

11. The hirer must make sure that all users are aware that they are solely responsible for the security of their personal property, and should put a sign up to this effect. If tickets are issued for any event, this statement should also be printed on the ticket.

12. The hirer is responsible for informing the Governing Body, of any person sustaining injury or loss on the school premises during the period of the let. This information must be presented in writing to the Governing Body within 24 hours of the event. Any further information required by the Governing Body must be made available on request.

13. It is the responsibility of the hirer, on behalf of the recognised organisation, to obtain any necessary license for the sale of intoxicating liquor. The hirer shall be responsible for the maintenance of good order and behaviour during the letting.

14.. The Governing Body may cancel any permission granted to use the premises If any damage has been caused to the premises or to any property of the Council thereon by reason of any previous use of the premises by the person or body now wishing to use the premises.

15. No person under the age of 16 years is permitted on the premises without adequate adult care and supervision.

16. The right of access to all parts of the school premises whether or not included in the permission for user is reserved to the Governing Body, headteacher and other authorised persons.

17. Furniture, including chairs, must not be removed from the school premises nor for use either on the playing field or playground or in any other building outside the school unless prior permission has been applied for and granted by the Governing Body.

18. No advertising may be placed in any area of the school premises without the direct permission of the Head Teacher of the school.

19. If the terms and conditions of hiring are contravened in any way, the Governing Body reserves the right to cancel any permission for further use and will inform the hirer in writing. In such event, the hirer will not be entitled to any compensation or refund of any payment made in respect of such use.

20. It is the responsibility of the hirer to ensure that any area of accommodation used in the course of the letting is left in the condition in which it was found and is maintained in a safe condition during the letting. Failure to do so will result in the non-refund of the £25 deposit.

21. If the premises will include the playing of pre-recorded music you are required to provide a copy of the Phonographic Performance Licence to authorise the usage before this letting can be approved.

#### **CONDITIONS OF USAGE**

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 the 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 (Fire Assembly Point, by Bike Store, on pedestrian walkway at front of building) 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.

7. Any movement of furniture required must be undertaken by the hirer under the direction of the caretaking staff of the school. No furniture or apparatus is to be used without prior permission.

8. The authorised hirer is responsible for those attending the function and in particular for leaving the site in a quiet and orderly fashion by the time stated in the booking agreement.

9. Where car parking is required, the hirer must undertake the proper stewarding and control of the parking area in collaboration with the police where necessary. The hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles.

10. No alcoholic drinks may be sold without a magistrate's license, and this must be shown in advance to the Governing Body. Safety regulations require that no alcoholic drinks are stored or consumed in the kitchen area.
11. The hirer is responsible for the protection of the premises from damage, for the good behaviour of all associated users, and ensuring that alcoholic drinks, where permitted, are consumed in moderation when brought onto the premise for a function.
12. The hirer is responsible for ensuring that all areas are left clean and tidy as found. This includes all outside areas as well as indoor areas. If this is not found to be the case the hirer will be charged a penalty sum to cover costs of any repairs or cleaning required.
13. No school staff are permitted to accept hospitality gifts, either cash or in kind, at any time. We request that no gifts of this nature are offered.
14. The school's No Smoking/Vaping Policy must be adhered to at all times.
17. The hirer will adhere to all aspects of our lettings policy at all times through the procedure of applying for and accepting a let on our premises.
18. All children will be supervised at all times by their carers except where children are attending an organised group or care scheme. Where the latter applies, the group/care scheme will adhere to all regulations set out in the Children Act 1989, including those of registration with the relevant registering body.
19. The hirer's signature on the application form confirms his/her agreement of the above conditions of booking and all other aspects of our school Lettings Policy.
20. The hirer will adhere to all Health and Safety requirements as required by the school.
21. No stiletto heels or similar objects are allowed in the gym/hall area.
22. No food or drink is allowed in any area except designated social areas, unless prior written permission has been granted.