

CORSHAM PRIMARY SCHOOL

Lettings Policy



Reviewed: May 2023

Policy Ratified by the LGC: July 2023

Next Review Date: May 2024

Corsham Primary School

Lettings Policy

Aim of Policy

The aim of the policy is to ensure that the conditions for letting Corsham Primary School premises are clear and transparent to both the School and potential Hirers and is compliant with the latest legislation available at the time the policy was written.

1. Definition of a Hire

- 1.1 A Letting/Hiring is an arrangement to allow an external body temporary use of the School's premises or facilities. It will not extend for more than one year, although it can be renewed annually. 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 in exceptional circumstances.
- 1.2 The arrangement does not give exclusive or extended use of the buildings. 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 Head of School. If the arrangement involves the use of School accommodation during the normal working day a lease or license may be required. The use of the premises must not interfere with the proper working of the School or impair its efficiency. In particular the Hirer acknowledges that they may not have exclusive use of the site.
- 1.3 After school activities organised by the School, such as sports coaching, even if run by an external agency are exempt from this policy.
- 1.4 The Hirer will comply with The Children's and Young Persons Act 1933 Section 12(1), which provides that when the number of children attending an entertainment exceeds 100, it should be the duty of the person providing the entertainment to provide an effective corps of properly instructed stewards to ensure the safety of the children.
- 1.5 The Hirer shall satisfy themselves that the facilities to be hired are suitable for their purposes.
- 1.6 The Hirer may not assign or sub-let the hire of the School.

2. Governors Responsibilities

- 2.1 The Governors have responsibility for the control of School premises out of School hours. Consequently, it is a requirement that a lettings policy be in place, to ensure delegated funds are not subsidising non-School activities.
- 2.2 The Governors are responsible for ensuring that the School has effective policies and procedures for safeguarding children, staff and visitors. Where School premises are let to other organisations, assurance will be sought that the Hirer has appropriate policies and procedures in place relating to safeguarding children and child protection, and that there are arrangements for the Hirer to liaise with the School on these matters where appropriate.
- 2.3 The Governors will delegate the operation of the Lettings Policy to the Head of School.

3. Cancellation by the School

- 3.1 The School reserves the right to cancel any hiring without notice if:
 - a) the accommodation will, due to circumstances outside its control, be unavailable for the hire period or
 - b) the Hirer has failed to disclose material information concerning the proposed hiring or
 - c) there are reasonable grounds to conclude that the Conditions of Hire may be breached to a material extent.
- 3.2 In the event of a), all hiring fees will be refunded to the Hirer, but the School shall have no further liability to the Hirer. In the event of b) and c), any refund of hiring fees shall be at the discretion of the School.
- 3.3 Apart from exceptional circumstances, the school will give at least four weeks' notice to the Hirer should it become necessary to cancel or postpone a letting.

4. Cancellation by the Hirer

- 4.1 The Hirer must give at least four weeks' notice of cancellation to the Head of School, acting for the Governors. If any shorter period of notice is given, the school reserves the right to pass on to the Hirer any costs unavoidably incurred or to impose a cancellation charge. (Please refer to clause 5.1).
- 4.2 The Hirer acknowledges that in the event that they cancel the hiring, and refund of monies already paid will be at the discretion of the School.

5. Payment of Charges

5.1 Hirers will be liable for the cost of the letting if a booking is cancelled after 9.30am on the day of the letting or, for a weekend letting, after 2.00pm on the Friday preceding the weekend of the letting. In addition, an admin charge may also be imposed.

5.2 All hire charges must be paid within one month of the invoice being issued.

5.3 The Hirer shall, if so requested, pay at the time of booking a refundable deposit to be held by the school against costs 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 reasonable condition. The deposit will equate to 25% of the hire fee. What, if any, proportion of the deposit is retained will be decided by the Governors and will be commensurate with costs incurred. Their decision will be final.

5.4 The School reserves the right to invoice the Hirer for any additional charges arising from the requirement for excessive cleaning, failure to leave the accommodation in a reasonable condition, repair of the premises or equipment damaged as a result of the let, or resulting from the Hirer failing to vacate the premises by the time stipulated in the hire form.

5.5 Charging Structure

The charging structure contained at the end of this document will be used for all lettings, unless it can be demonstrated that the letting has other financial benefit to the School i.e. PTA fundraising.

5.6 Cleaning Charges

The School will be responsible for reasonable cleaning of the premises after use and this has been built into the charging structure. If the premises are left in an unreasonable condition (as defined by the school), additional charges will be levied.

5.7 Catering Charges

No catering facilities will be automatically provided for lettings. The School kitchens may be used for preparation of cold food, with prior agreement of the school catering contractors and the Head of School. Any additional cleaning required, as the result of using the catering facilities, will be charged in addition to the cost of the let.

6. Availability

- 6.1 No part of the school is to be let to any political or religious group, nor to be used by any organisation that may be considered liable to bring the school into disrepute.
- 6.2 The Head of School will review all requests for lettings on an individual basis. In making a decision whether to accept or reject an application for a letting, the Head of School will have due regard to their compliance with current anti-discrimination legislation. No organisation which is deemed to fail to comply with anti-discrimination legislation will be permitted to let the School premises.
- 6.3 Priority will be given to those organisations which have an educational basis to their activity.

7. Fire Precautions and Maximum Numbers Permitted

- 7.1 A 'responsible person' will be appointed by the Head of School for each let. They will undertake a site inspection at the start and end of the let as well as ensuring the security of the premises when everyone else has left. The 'responsible person' will be a member of staff familiar with the school operation and its policies including the evacuation plan.
- 7.2 The Hirer will be made aware of the position of telephones, escape routes, fire alarms, firefighting equipment, and the arrangements for emergency situations. Organisers of any activity must also ensure that an accurate list of those present is available as a roll call in case of fire.
- 7.3 The school's fire certificate states that the maximum number allowed in the Hall at Pound Pill is 450, but this is reduced to 350 if tables or staging is used. The figures for Broadwood are 336 and 225. The Hirer will not exceed these numbers. The school must be notified of expected numbers at the time of booking.
- 7.4 All passageways, stairs and exits to which the public has access shall at all times be kept free from obstruction.
- 7.5 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, firefighting equipment, and the arrangements for emergency assembly areas.
- 7.6 Organisers of any activity must ensure that, as far as possible, an accurate list of those present is available as a roll call in case of fire.

7.7 Before using the premises, hirers are responsible for checking and the 'responsible person' 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
- Firefighting 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

7.8 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.

The fire brigade should be met immediately on arrival and informed of the position. No search should be undertaken without the Fire Brigade approval and supervision.

7.9 If there is 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.

7.10 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, firefighting is always secondary to safety of life.

8. Conditions for Hirers – The Terms and Conditions

- 8.1 The Hirer will be issued with a copy of the Terms and Conditions and shall be responsible for accepting them in their entirety.
- 8.2 The Hirer will be legally responsible for all damage, whether to property, premises or person caused during or as a result of the let. The school will take all necessary steps to recover any losses so incurred.
- 8.3 The Hirer shall have in place adequate insurance in respect of the liabilities and the loss or damage referred to above. This will be the responsibility of the hirer to arrange in advance of the booking.
- 8.4 The Hirer must have clear safeguarding and child protection policies and procedures (if applicable) in place which comply with current Government guidance.
- 8.5 The Hirer will liaise with the School in the event of any concerns about safeguarding children or child protection.
- 8.6 The Head of School acting on behalf of the Governors may refuse an application to hire the premises if there has been any damage to the property or breach of these conditions during previous use of the premises by the Hirer.

No compensation shall be payable by the Governors by reason of such a decision.
- 8.7 The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approved.
- 8.8 Only suitable footwear should be worn in the hall. Gymnastic equipment can only be used when an adult with recognised qualifications relating to the activity is personally supervising at all times.
- 8.9 No school equipment may be used without permission.
- 8.10 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.
- 8.11 All passageways, stairs and exits shall, at all times, be kept free from obstruction.
- 8.12 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 the lettings has been delegated.
- 8.13 No bolts, screws, nails or tacks or any adhesive fastenings shall be used to fix anything to the wall or for any other purpose.

- 8.14 No article of inflammable or explosive character or any article producing an offensive smell or any oil, electric, gas or engine shall be brought into the accommodation.
- 8.15 Smoking or vaping is not permitted anywhere on the premises.
- 8.16 The hirer shall be responsible for the maintenance of good order and behaviour during and immediately after the letting, in and around the premises. 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.
- 8.17 School Kitchens may only be used with the consent of the school catering contractor and, if required by the school catering contractor, the attendance of a representative of the contractor during the letting. Any charges for the use of the Kitchen will be as charged by the contractor and added to the basic lettings charge agreed by the Governors.
- 8.18 Attention is directed to the Children's 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.
- 8.19 Floors of Assembly Halls are used for pupils' physical education and no substance is to be applied to the floors to prepare them for dancing(or any other activity).
- 8.20 No footwear liable to damage floors and floor coverings should be worn in the school buildings.
- 8.21 If a piano is hired, the only one to be used is that indicated by the 'responsible person' at the time of the hire.
- 8.22 No animal, other than assistance or guide dogs, shall ordinarily be allowed in the school buildings without the consent of the Head of School or Governors.
- 8.23 The Head of School, Governors and persons authorised by them shall have free access to the hired premises in the pursuance of their duties and permission must be given by the Hirer for their admission.

Responsibility for Property

8.24 Neither the Governors or school staff shall be responsible for property brought onto or left at the premises by the Hirer or other attendees.

8.25 Cars parked on the School's premises are done so at their owner's risk.

9. Failure to Observe Conditions

9.1 If the Hirer fails to observe, or ensure the observance by others, the provisions of these Terms and Conditions and any notes attached to them, the Governors or their agents may without notice end the Hirer's rights under the agreement and effect the immediate vacation of the premises and/or grounds.

9.2 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 pursue any balance outstanding.

10. Indemnity

10.1 The 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 applicable to, and all conditions and regulations imposed on, any letting, and to indemnify and hold harmless the Governors, their agents, and school employees from all penalties, damages and costs which they may incur in consequence of any breach or default in complying with such provisions, regulations or conditions.

10.2 The Hirer shall indemnify the Governors, school and their respective agents and representatives against all claims, demands, actions or proceedings arising out of the infringement of copyright etc. during the period of hire.

10.3 The Hirer shall be responsible for ensuring that appropriate licensing requirements are met in respect of the letting.

11. Statutory Requirements and Additional Conditions of Hire

11.1 Public music, singing and dancing can only take place in premises that have a Premises Licence. Music, Singing and Dancing Licence. 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. These conditions include limiting the hours during which such performances can take place and limits on the maximum number of persons who can be present in the licensed accommodation.

11.2 Public performances of stage plays, etc., can only take place 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.

- 11.3 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 caretaker or other responsible person, 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.

12. Letting Charges

School Hall	Classroom	Meeting Room
£50 per two-hour hire (during the week)	£25 per two-hour hire (during the week)	£10 per hour (Coppins Room)

Weekend daytime hire to be negotiated separately, taking account of the event being planned (for parties, minimum 2 hour hire of base £50 plus cleaning charge).

Regulations for Letting of the Premises

Administration

Before hire can proceed, you must provide the following:

Completed lettings form, signed personally by the hirer and approved the Head of School/Governors.

Insurance affected by the School does not extend to a hirer's liabilities. Therefore, it is the responsibility of the hirer to obtain and provide evidence of public liability insurance cover of £5 million.

A **risk assessment** must be provided by the person wishing to use the establishment on the activities they intend to carry out during the letting. If the person is not competent in carrying out a risk assessment, support from the Facilities Manager must be sought. Regular club supervisors **must** have an enhanced DBS check. Details must be given to the school. If this is not already in place the hirer must pay for a DBS application to be made through the school.

Please note that the Governors do not provide first aid facilities for the hirer or guarantee access to a telephone for calling assistance during lettings. Hirers should make their own arrangements in this respect.

Terms and Conditions

The hirer may not assign or sub-let the premises.

The Governors will not refund any charge on cancellation of a booking by the hirer. Applications and charges for regular lettings will be reviewed annually.

The Governors reserve the right to cancel any letting at any time. Any fees paid will be refunded or an alternative date offered, except in the case of misconduct.

The Governors reserve the right to impose special conditions in respect of any letting, series of lettings or class of lettings to protect its property or employees. No letting shall be considered approved or any change confirmed until done so in writing by the Head of School/Governors.

Premises or grounds covered by these conditions must not be used without a current lettings approval. Any person who knowingly uses premises or grounds without authorisation will be charged at the appropriate rate and refused permission to use any facilities in the future.

The hirer must pay the school the cost of making good any damage to property or equipment that may ensue.

Specialist rooms and equipment are not included in the letting arrangements unless specifically mentioned in the letting form and approved by the Head of School/Governors.

The hirer is responsible for their proper use if approved. All electrical equipment must be PAT tested.

The hirer must comply with the legal requirements concerning consumption of intoxicating liquor, music, singing and dancing licences, theatre licences and copyright.

The hirer must not apply for licences without the specific approval of the Governors.

The hirer is specifically forbidden to use, or allow the use of the hired premises or grounds for any illegal or immoral purposes and shall not carry on any activity so as to cause nuisance or annoyance to other users of the premises or neighbouring or adjoining premises.

While the Governors give no guarantee as to the fitness, suitability or condition of the premises at the commencement of the letting, every effort will be made to see that the premises are in a reasonable state.

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits.

Neither the school, nor Pickwick Academy Trust, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

Keys should not be passed to any other person without direct permission of the Head of School/Governors of the school.

The Governors reserve the right of access to the premises during any letting.

Failure by the hirer to comply with any of the conditions set out in this agreement, whether intentionally or not, may be deemed by the Governors to be just cause for the immediate cancellation of any letting or series of lettings.

Safeguarding

The Head of School is the Designated Safeguarding Officer (DSO); should you have any concerns you must report them to the DSO immediately.

To comply with the requirements set out in Keeping Children Safe in Education the Head of School/Governors are required to seek assurance that appropriate safeguarding and child protection policies and procedures are in place.

Strictly no photography of children without prior permission.

The hirer must ensure that a sufficient number of responsible adults are present and able to supervise the number of children attending their club/event and the hirer must take all other reasonable precautions to ensure the safety of the children at all times during the letting.

After School Club Registration Procedure - Club registers must be taken to ensure that all children expected to be on site are accounted for. The club must report without delay to the school office if a child is absent without explanation, so this can be followed up. The hirer must be familiar with the DFE's Keeping Children Safe guidance.

Housekeeping

All adults running clubs must sign in and out at Reception, if during school office hours.

No parking at any time, without prior agreement.

No smoking or vaping anywhere on the premises.

Staff toilets may be used by adults – Children's toilet facilities must not be used.

Make yourself aware of the nearest fire exit and assembly point.

Due to allergies we operate a "No Nut Policy".

All rubbish must be cleared away and the premises must be left in the condition found.

Any desks, furniture or equipment in the rooms hired must not be interfered with, without the prior approval of the Governors or Head of School. Standing on seats, furniture, window sills, etc. is not permitted. Fittings, fixtures or decorations of any kind are not allowed, other than purely temporary arrangements that require no nails, screws or other fixed devices that would damage any part of the premises.

No use of chalks, resins, or any other materials which may damage floors and furniture.

No stiletto or any type of thin heel is to be worn in the school hall. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises. No food or drink may be prepared or consumed on the property without the direct permission of the Governors.

Failure to comply with the Lettings Policy and the terms and conditions outlined within this document would lead to the termination of the agreement.

Application Form for use of Premises at Corsham Primary School

Name of Hirer:			
Name of Organisation:			
Address of Hirer:			
E-mail address:			
Telephone Number:		Mobile Number:	
Date Requested:			
Timings:	From:	To:	
Facilities Required:			
Expected Numbers: (For Fire Safety Regulations)			
Purpose of Use: (i.e. dance, quiz night etc.,)			
Equipment Required: (i.e. chairs, tables etc.,)			
Licences:	<div style="display: flex; justify-content: space-around; align-items: flex-start;"> <div style="text-align: center;"> Alcohol <input type="checkbox"/> </div> <div style="text-align: center;"> Music <input type="checkbox"/> </div> <div style="text-align: center;"> Other <input style="width: 150px; height: 20px;" type="text"/> </div> </div> <p style="margin-top: 10px; font-size: 0.9em;">If you require a licence for alcohol, music copyright or any other licence, you must apply for this directly with the relevant authorities</p>		

Other information:

I agree to the terms and conditions of hiring as submitted to me and will pay the sum due:

- a) On receipt of your consent in writing
- b) On receipt of your invoice (for a series of lettings)

I confirm that I have clear safeguarding and child protection policies and procedures in place which comply with current guidance.

I have provided the following -

- A letter of assurance confirming relevant pre-employment checks including DBS status and safeguarding training of all employees/volunteers attending site
- A copy of the Safeguarding and Child Protection Policy
- A copy of the Public Liability Insurance

Signature: _____ Date: _____

Consent received from Head of School:

Signature: _____ Date: _____

For Office Use Only:

Cost of Hire:		Deposit Payable?	Yes		No	
		Amount				

