



**WESTFIELD SCHOOL**

# **Lettings Policy**

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## **1. Introduction**

The Governing Body is committed to making every reasonable effort to ensure the school building and grounds (premises) are available for community use.

### **1.1. Definition of a Hiring**

A hiring may be defined as 'any use of the school premises by either a community group or a commercial organisation', regardless of whether a hiring fee is charged. It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

### **1.2 Charges for a Hiring**

The governing body is responsible for setting the charges for the hiring of the school premises.

## **2. Applying to use the school**

- Application to use the school premises should be made to the School Business Manager and the Application Form should be filled in at least 21 days before the event.
- The School Business Manager will resolve any conflicting requests for the use of the premises, with school functions always receiving priority.
- The Business Manager is responsible for the management of lettings, in accordance with the school's policy, the Headteacher, having delegated this responsibility whilst retaining overall responsibility.
- If the headteacher has any concern about the appropriateness of a particular request for a letting, he/she will consult with the Chairman of the Resources Committee who has the authority to determine the issue on behalf of the governing body.
- The governing body has the right to refuse an application and no letting should be regarded as 'booked' until approval has been given in writing.
- No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed in writing.

## **3. Hire Agreement**

Once a hiring has been approved, a letter will be sent to the hirer, confirming the details of the letting, along with a copy of the terms and conditions and the hire agreement. The hire agreement needs signing and returning to the school before the hiring can take place. It should be signed by a named individual and the agreement should be in their name, giving their permanent private address.

The hire agreement (with the terms and conditions of hire of the school premises attached thereto) will be signed in duplicate by the hirer and on behalf of the Governing Body.

The named individual applying to hire the premises will be invoiced **in advance** for the cost of the letting.

All hiring fees will be paid into the school's bank account to offset the costs of services, staffing, lighting, heating and housekeeping.

### **3.1 Termination of Hire Agreement**

The Headteacher, or the Chairman of the governing board, has the immediate power to terminate any hire agreement relating to the hire of the school premises.

- The terms and conditions of the hire agreement must be complied with
- The "hirer" shall be the named individual on the hire agreement and this person will; be personally responsible for payment of all fees or other sums due in respect of the letting

### **4. Status of the Hirer**

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background.

The hire agreement is personal to the hirer/organisation only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

### **5. Indemnity Insurance**

Lettings are made on the agreement that the County Council and Governing Body are indemnified by the hirer against any loss, damage, costs and expenses during the use of the school premises by the hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the County Council or the governing body.

The hirer shall insure with a reputable insurance office approved by the County Council, against such funds as the hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents or any person resorting to the premises by reason of the use of the premises by the hirer.

Unless specifically agreed by the Local Authority, the insurance cover shall provide a limit of indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the hire of the premises.

The hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the Headteacher, governing body within seven days of a request.

Neither the school nor the Local Authority shall be responsible for any injury to persons or damage to property arising out of the letting of the premises.

## 6. Statutory Requirements

The hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the school premises or which would, or might, vitiate in whole or in part any insurance effected in respect of the premises from time to time.

## 7. Licenses and Permissions

The hirer shall be responsible for obtaining any public licenses necessary in connection with the booking and should confirm with the school the licenses they hold. Permission or licence must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premise's Licence authorising entertainment, or by applying for a Temporary Event Notice.

The Headteacher must be given at least four weeks' notice of a stage play production. The Hirer must obtain a Temporary Event Notice from the local Licensing Authority. The requirement is for the notice to be received by the Licensing Authority and the Police a minimum of 10 **working** days before the planned event but not including the day of the delivery of the notice or the day of the event.

For more information on licensing please contact the Local Authority:

- Telephone: 01432 261761 (all calls are dealt with by our contact centre staff and are allocated to an officer who will take action on the service request between one to five working days)
- Email: [licensing@herefordshire.gov.uk](mailto:licensing@herefordshire.gov.uk)

It is the responsibility of any hirer to ensure that all copyright licences have been obtained to cover planned activities.

To identify the relevant licences, please visit:

[https://www.herefordshire.gov.uk/directory\\_record/2007/temporary\\_event\\_notice](https://www.herefordshire.gov.uk/directory_record/2007/temporary_event_notice)

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution.

The hirer shall indemnify the Local Authority against all sums of money which the LA may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

## 8. Public Safety

All conditions attached to the granting of the licence, stage play or other licences and the school's health and safety policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- a) Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times;
- b) The emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes;
- c) Fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose;
- d) The Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Headteacher;
- e) The hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available;
- f) Performances involving danger to the public shall not be permitted;
- g) Highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, candles, etc.) shall be undertaken or erected without the consent of the governing body;
- h) No unauthorised heating appliances shall be used on the premises;
- i) All electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The governing body and Local Authority disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.
- j) Adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, scouts etc.

## **9. The Hirer's Responsibilities**

The hirer must inform the school of any fault, damage or other problems with the premise or equipment encountered during the hiring.

No part of the premises are to be used otherwise than for the purpose of the premises requested.

No part of the premises requested are to be used for any unlawful purpose or in any unlawful way.

### **9.1 Own Risk**

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.

## **9.2 First Aid Facilities**

It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the school to provide first aid facilities and use of the school's resources is not available.

## **9.3 Furniture and Fittings**

Furniture or fittings shall not be removed or interfered with in any way. Nor shall they be re-arranged except by prior agreement and will be subject to reinstatement at end of each session of use. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any reparation required.

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

## **9.4. Food and Drink**

No food and drink may be prepared\* (see note below) or consumed on the property without the direct permission of the headteacher in line with current food hygiene regulations.

## **9.5. Kitchen/Food preparation\*, Facilities and Equipment**

A 'Slip Kitchen' - where only a hot tap and washing up facilities are available, can be used by a hirer without supervision.

## **9.6 Intoxicating Liquor**

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the headteacher/governing body, whose written consent must also be obtained prior to seeking any Temporary Event Notice for the sale of alcoholic liquor from the local Licensing Authority. All evidence of intoxicating liquor must be removed from the premises at the end of the hiring.

## **9.7 Smoking**

The whole of the school premises, which includes the grounds, is a non-smoking area, and smoking is not permitted.

## **9.8 Betting, Gaming and Lotteries**

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

## **9.9 Nuisance/Disturbance**

Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their functions does not interfere with the other activities within

the building nor to cause inconvenience for the occupiers of nearby houses or property.

The hirer must comply with the school's arrangements for disposal of any rubbish or waste materials and leave the area clean and tidy as appropriate.

Except in the case of trained guide-dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises.

#### **9.10 Rules**

The hirer shall comply with any rules and regulations which the Governing Body shall make from time to time.

#### **10. Charges and Cancellations**

The hirer acknowledges that the charges are as set out in the hiring agreement, including any review arrangements specified. The letting may be cancelled, provided that in each circumstance, at least 28 days' notice either way is given. It is the hirer's responsibility to notify people appropriately of any changes in dates or venues at least a week in advance.

The Governing Body and the Local Authority will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the Governing Body of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, oil shortage, failure of electricity/gas supply). The decision of the governing body, or the Local Authority, as to whether a letting should be cancelled shall be binding on the hirer.

#### **11. Sub-Letting**

The hirer shall not sub-let the premises, underlet or share possession with any other parties.

#### **12. Storage Ancillary to the Hiring**

The permission of the governing body/headteacher must be obtained before goods or equipment are left or stored on the premises, except that the headteacher is authorised to grant permission for the overnight storage of goods and equipment brought to the school for a particular event.

#### **13. Loss of Property**

The governing body and the Local Authority cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required.

#### **14. Car Parking**

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the School. **In particular the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed.** Where parking accommodation is available, this must be used, and users of the school should avoid undue noise on arrival and departure.

**15. Toilet Facilities**

Access to the designated school's toilet facilities is included as part of the hire arrangements.

**16. Right of Access**

The governing body reserves the right of access to the premises during the hiring for emergency or monitoring purposes. (The headteacher or members of the governing body from Resources Committee may monitor activities from time to time).

**17. Vacation of Premises**

The hirer shall ensure that the premises are vacated promptly at the end of the hiring session. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. – see Letting Form

**18. Complaints**

Any complaints arising from a hiring agreement should be raised with the Business Manager.



## **Appendix 1:**

### **CHILD PROTECTION ARRANGEMENTS:**

#### **A CHECKLIST FOR SCHOOLS AND INDEPENDENT PROVIDERS**

Safeguarding Children and Safer Recruitment in Education Guidelines which came into force 1 January 2007 state in para 2.26

“Where the governing body provides services or activities directly under the supervision or management of school staff, the school’s arrangements for child protection apply. Where services or activities are provided separately by another body, the governing body should seek assurance that the body concerned has appropriate policies and procedures in place in regard to safeguarding children and child protection and there are arrangements to liaise with the school on these matters where appropriate”.

In addition paras 4.79 – 4.85 state that:

Written agreements should be in place with any third party provider or group providing services to children and young people, which set out the respective responsibilities of the school and the provider or group. These should include responsibility for areas such as health and safety, recruitment and vetting checks and child protection arrangements. The schools’ insurance provider should be consulted to ensure provision is adequately covered. All staff and providers working on the school site should have training on issues such as emergency evacuation procedures. Schools should only work with providers that can demonstrate that they have effective child protection procedures, training and vetting arrangements for staff, appropriate child/adult ratios and contingency arrangements in place for emergencies or the unexpected.