



"Developing potential without limitations"

Frieth C.E.C. School

Lettings Policy and Scale of Charges

Date implemented : October 2014

Member of staff responsible: Headteacher

Governing body committee responsible: Finance committee

Headteacher's signature

Chair of Governor's signature

Review date: May 2015 revised	signed:	date:
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FRIETH CE COMBINED SCHOOL

RULES GOVERNING THE USE OF THE SCHOOL PREMISES BY HIRERS

Preamble

The management of the school premises is vested in the Governing Body of the school, subject to the Directions of the LEA under the Education Act 1993. The Headteacher deals with the lettings of school premises on behalf of the Governing Body.

1 Use of the Premises

Use of the School's premises and its facilities is subject to the following rules and conditions.

2 Equal Opportunities

The premises shall be available to all members of the community regardless of age, race, gender, sexual orientation, disability, colour or nationality, sex, religion, marital status, gender reassignment, marriage and civil partnerships or disablement and the Hirer shall not discriminate in any of its activities on the grounds of any of the above.

3 Applying to Use the School

- a) Application for use of the School shall be made to the Headteacher. The appropriate forms should be returned to the school office.
- b) The right to refuse any application for the use of premises is reserved to the Governing Body, or the Headteacher acting on its behalf. The School will seek to ensure the suitability of adults working with children on its site at all times.
- c) The Headteacher or Chairman of the Governing Body shall have immediate power to terminate any agreement relating to the hire of school premises if it is considered that the Hirers have in any way damaged the buildings, fittings, fixtures or furniture, or have subjected them to undue wear and tear or are in any way guilty of a breach of these rules of the Hiring Agreement. Such termination will not release the Hirer from any obligations or affect any rights or remedies the Governing Body or the County Council may have.
- d) The Governing Body reserves the right to refuse any application for the hire of school premises, unless directed by the County Council under its Directions on the User of School Premises Out of School Hours, or national legislation.
- e) The Governors and the County Council will not accept any responsibility for any loss, other expenses howsoever incurred by the Hirer, in the event of the 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 supply). The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the Hirer.

4 Hours of Opening

Facilities at the school are normally available for the use of outside hirers between the hours of 5.30 pm and 11.00 pm on weekdays in term time, and between hours to be agreed with the Governing Body or the Headteacher or Chairman of Governors acting on its behalf during school holidays and at weekends. Bookings must finish by midnight at weekends. In exceptional cases, these hours may be extended on application to the Headteacher.

5 Maximum Capacity

The school hall has a maximum capacity of 100 seated at tables, 140 seated, or 200 dancing (these figures include helpers and performers), and on no account shall these figures be exceeded.

6 Safety Requirements

The Hirer shall be responsible for the observance of all regulations relating to the premises stipulated by the Licensing Justices, Fire Authority, Local Authority and all statutory requirements. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and to 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 egress at all times; hirers must make themselves aware of the evacuation procedure displayed in the hall.
- 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) performances involving danger to the public shall not be permitted;
- f) 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, etc) shall be undertaken or erected without the consent of the Governing Body;
- g) no unauthorised heating appliances shall be used on the premises;
- h) the First Aid box shall be readily available to all users of the premises. It is located in the toilet area. The Headteacher, Chair of Governors or the Chair of the Premises Committee shall be informed **immediately** of any accident or injury occurring on the premises **and shall provide a written report of the incident**;

- i) all electrical equipment brought into the building shall comply with the Electricity at Work Regulations 1989. All appliances should be 'portable appliance tested'. The Governing Body and County Council disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.
- j) Hirers should be aware that the primary means of communication is mobile phone.
- k) The Hirer and persons in charge or on duty shall have been informed of the procedure for evacuation of the premises and shall be familiar with the fire-fighting equipment available.
- l) The Hirer shall not sub-let the premises or use the premises for any unlawful purpose.

7 Intoxicating Liquor

No intoxicating liquors are permitted to be sold on any part of the premises without the express permission in writing of the Headteacher, whose consent must also be obtained prior to seeking any Occasional Licence or Permission for the sale of alcoholic liquor.

8 Smoke free policy

It is the policy of Frieth CEC School that all areas of the school premises are smoke free, and that all employees and children have a right to work in a smoke free environment. This policy is effective from Sunday 1st July 2007. **Smoking is prohibited in all areas.** This applies to all employees, children, visitors and contractors. Appropriate 'no-smoking' signs are displayed at the entrance and within the premises.

9 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.

10 Other Licences and Permissions

The Hirer shall be responsible for obtaining any licences necessary for the booking. 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. Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder save in certain circumstances. Any infringement of this is liable to prosecution.

The Headteacher must be given at least four weeks' notice of a stage play production. The Hirer must obtain the appropriate licence from the local council, which requires three weeks' notice.

It is the responsibility of any user who uses recorded music in its activities to check if it requires a licence from Phonographic Performances Ltd (PPL) and, if so, to obtain one.

Any user performing live music is responsible for checking whether a Performing Rights Society (PRS) licence is required. Details must be kept of the works performed.

11 Storage

The permission of the Governing Body must be obtained before goods or equipment are left or stored at the School, except that the Headteacher is authorised to grant permission for the overnight storage of goods and equipment brought to the School for a particular function or event.

12 Sale of Goods

The Hirer shall, if selling goods on school premises, comply with Trading Standards legislation and any local Code of Practice. In particular, the Hirer shall ensure that all goods are safe, correctly described and clearly priced. Any claims for price reductions shall be in accordance with the Code of Practice on Price Indications. A notice giving the seller's name and address shall be prominently displayed. At one day sales the Mock Auctions Act 1961 shall be complied with by not giving free gifts, restricting bidding or reducing prices in competitive bidding.

13 Loss of Property

The Governing Body and County Council cannot accept responsibility for damage to, or the loss or theft of, Hirers' property and effects.

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 provided and available, this must be used, and users of the school should avoid undue noise on arrival and departure.

Only vehicles which are essential to the business or purpose of the hirer will access the playground by car. All non-essential vehicles will be expected to park in the public car park to the front of the school. All hirers are responsible for half closing the gate after entry and placing out a road cone to ensure no other drivers attempt to enter the playground in their vehicle.

15 Nuisance

- a) Litter shall not be left in or about the school premises.
- b) 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.

- c) Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their functions does not interfere with other activities within the building nor cause inconvenience for the occupiers of nearby houses and property. Any hirers who make excessive disturbance or nuisance to the neighbours will not be authorised to hold events in the school in future.

16 Block Bookings

Block bookings, period bookings or bookings more than 3 months in advance will only be accepted provisionally. The Governors reserve the right to refuse any application or to terminate a booking with reasonable notice.

17 Care of the Premises

Premises are let as they stand and no alterations or additions shall be made to lighting, heating, seating, gangway, fittings, fixtures or other arrangements of the accommodation except with the express permission of the Governing Body.

Any special arrangements, for example for seating, must be requested in the application and any additional costs incurred by the School paid for by the Hirer.

No bolts, screws, nails, tacks or adhesives, shall be driven into, or used on, any part of the premises, other than for materials displayed on boards provided specifically for that purpose.

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.

18 Caretaking

The charges made for the use of the premises may include a payment for extra caretaking.

The School **must** be left tidy after use. Should the premises require more than half an hour cleaning/caretaking time after the letting, Hirers will be charged the full extra cost. No allowance has been made for this in the quoted total charge given.

The Hirer shall accept full responsibility for reimbursement to the County Council for any additional staffing costs resulting from the use of premises or grounds by the Hirer and the cost of reinstating grounds or reinstating, repairing, or replacing any part of the accommodation or any property in or upon the accommodation which is damaged, destroyed, stolen or removed during the letting. The Hirer shall undertake to accept as final and conclusive the decision of the County Council as to the fact of any such loss, injury, or destruction and as to the amount of such expenses.

19 Indemnity and Insurance

Lettings are made on the understanding 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 either

(a) 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 County Council, the insurance cover shall provide a limit of indemnity of not less than £5,000,000 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 receipt for the current premium or premiums upon request by the Headteacher, Governing Body or Area Education Office within seven days of a request or

(b) The Hirer shall pay an extra charge of 10% of the agreed hire fee in order to obtain cover under the County Council's 3rd Party Hirers' Policy taken out by the School to secure the appropriate cover. This Policy is subject to a £50 excess on claims for accidental damage and the Headteacher may, at her discretion, make the hire conditional upon the payment of a £50 deposit, refundable when the Governing Body or the Headteacher acting on its behalf or their authorised agent are satisfied that the property is undamaged after vacation by the Hirer.

The Hirer must ensure such fire, health and safety and other precautions as are required by the Governing Body are properly implemented and observed. The Hirer must report any accident as soon as possible to the Headteacher who will inform the County Council via the Accident Book.

20 Elections and Parish Council meetings

In accordance with the Local Government Act 1972, school premises must be made available for Local, National, Parliamentary and European Parliamentary elections and to meetings of parish councillors if required (SI 1994 No. 74B Regulation 2).

Charges made in these circumstances may relate only to costs incurred by the letting in respect of heat, light, caretaking and cleaning costs.

- 21** The Hirer by accepting this contract explicitly and unreservedly accepts that the Governing Body or Headteacher acting on its behalf shall be sole arbitrator/s in the event of any dispute as to fact in relation to the withholding of part or all of the deposit as a result of loss or damage arising out of the Hire the subject of this Agreement.
- 22** No variation of this Agreement will be binding unless it be in writing and signed by the parties or their authorised agents.

Approved by the Governing Body: October 2014

Signature:

Scale of charges for the hire of Frieth C E C School Hall.

All bookings will be charged at a flat rate of £12 per hour.

To the above add £5.00 per booking for caretaking.

To the above add 10% for Public Liability Insurance. The insurance policy is arranged by Bucks County Council. (See note 1 below)

Note:

1. All hirers are required to have a minimum Public Liability Insurance of £5 million. Hirers who have documentary evidence of their own insurance to this minimum figure (provided at time of booking), need not pay the 10% premium for the Bucks County Council insurance.
2. Heating for the hall is not provided by the school. There are wall mounted electric infra-red heaters which require £1 coins to be fed into a meter.

Approved by the Governing Body: October 2014

Signature: