



LEEN MILLS PRIMARY SCHOOL LETTINGS Guidance

ADOPTION

The governing body at Leen Mills Primary School have adopted the lettings policy as set out below.

INTRODUCTION

The Governing Body will make every reasonable effort to ensure the school building and grounds are available for community use. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils. Any lettings of the premises to outside organisations will be considered with this in mind.

DEFINITION OF A LETTING

A letting may be defined as 'any use of the school premises by either a community group or a commercial organisation', regardless of whether a letting 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.

LETTINGS TERMS AND CONDITIONS

1.0 General Conditions

1.1 Educational and other statutory requirements take precedence and no application, which will interfere with the educational functions of the premises or maintenance of the premises, will be approved.

1.2 Block bookings, period bookings or bookings more than three months in advance will only be accepted provisionally. The Governors reserve the right to refuse any application or to terminate a period booking at two weeks' notice.

2.0 Health and Safety

2.1 All conditions attached to 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:

2.2 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

2.3 Fire – fighting apparatus shall be kept in its proper place and only used for its intended purpose

2.4 The fire brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Headteacher

2.5 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

2.6 Performances involving danger to the public shall not be permitted

2.7 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

2.8 No unauthorised heating appliances shall be used on the premises

2.9 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 disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment

2.10 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.

2.11 Premises are let as they normally stand and no alterations or additions shall be made to the lighting, heating fixtures or fittings or other arrangements of the accommodation except with the authority of the Head teacher. Any special requirements are to be requested on the application form.

2.12 All passages and exits to which the pupils have access shall at all times be kept free from obstruction.

2.13 Posters or placards will not be permitted on the premises except upon boards provided for the purpose. No bolts, screws, nails or tacks shall be driven into any part of the premises; neither shall adhesive be used on the walls.

2.14 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.

2.15 Attention is directed to Sec.12 (1) of the Children and Young Persons Act 1933 which advises that, when the number of children attending an entertainment exceeds one hundred, it shall be the duty of the person providing the entertainment to provide an effective corps of properly instructed stewards to see that the number of children attending does not exceed

the proper accommodation of the building and to take all other reasonable precautions for the safety of the children.

2.16 Playing fields and school grounds may be used by permission of the Governors. A separate application form should be submitted.

2.17 Hall floors may be used for children's physical education. No substance is to be applied to the floors to prepare them for dancing. Wearing of stiletto heels is not permitted.

2.18 No dogs, other than guide dogs for the blind, shall ordinarily be allowed on the school site.

2.19 After the letting the Premises Co-ordinator or other person in charge should check there are no apparent fire risks. All electrical appliances and lights should be switched off and all doors and windows closed when leaving the building.

3.0 Safeguarding

3.1 The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate safeguarding policies and procedures in place and that they, themselves and those persons likely to have contact with children, have been subject to Enhanced Disclosure and Barring Service checks. The governors reserve the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the governors are not satisfied, then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid. The latest guidance can be found at:

<http://publications.education.gov.uk>

4.0 Prevent Duty

4.1 The hirer must not use, permit or allow rooms/site to be used for any extremist or terrorist activities or for the dissemination of extremist views or materials.

5.0 Smoking

5.1 SMOKING IS NOT PERMITTED

6.0 Nuisance/Disturbance

6.1 Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their function does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

6.2 The Hirer shall be responsible for the maintenance of good order and behaviour during the hiring.

7.0 Intoxicating liquor

7.1 No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the Head teacher/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 letting.

8.0 Charges and cancellations

8.1 The hirer acknowledges that the charges are as set out in the letting agreement, including any annual review arrangements. The letting may be cancelled, provided that in each circumstance at least 2 weeks' 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.

8.2 The Governing Body 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).

8.3 The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the hirer.

8.4 Where payment for the hiring of the school facilities is not reached by the prescribed deadlines, and/or without prior agreement by the Lettings Manager the Governing Body reserves the right to terminate the letting with notice of one week. The Governing Body will not accept any responsibility for any loss, or other expenses, however incurred by the hirer, in the event of the cancellation of the letting as a result of the circumstances described above. The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the hirer.

8.5 It is the hirer's responsibility to notify its club members appropriately of the withdrawal of the school facilities in the event of the letting being cancelled for the reason outlined above.

8.6 Charges made for the use of the premises are inclusive of all payments, including that of the Site Manager. The Site Manager will receive the agreed standard lettings payment with the exception of lettings that require constant on-site supervision (which is at the discretion of the Head teacher), in which case the Premises Co-ordinator will receive x 1.50 his / her standard pay rate for weekday lettings and x 2.0 his / her standard pay rate for weekend lettings per hour worked. Alternatively, in the absence of the Site Manager, a key holding service will be appointed to supervise the letting.

8.7 Hirers are still liable for the cost if a booking is cancelled after 0930 on the day of the hiring or, for a weekend booking, after 1630 on the Friday preceding the weekend of the letting.

9.0 Fire and Safety Precautions

9.1 Persons in charge of activities should ensure they are briefed in advance about the position of escape routes, fire alarms, firefighting equipment and emergency drills to ensure the safe evacuation of buildings.

9.2 Before the use of the premises the Site Manager is responsible for ensuring that

- a) Escape routes are unlocked and unobstructed internally and externally. All doors are easily and immediately operable from the inside.
- b) Safety lighting is working satisfactorily.
- c) Firefighting equipment is available for immediate use.
- d) The maximum permitted number of persons to be admitted is not exceeded.
- e) The hirer is familiar with the layout of the building and the fire escape routes.

9.3 In the event of a fire the first duty of all concerned is to prevent injury and loss of life.

9.4 In the absence of the Head teacher or nominated deputy the person in charge is responsible for calling the fire brigade when the alarm sounds.

9.5 If there is a fire or the fire alarms sounds everyone should leave the building ensuring that all doors which are passed through are closed behind them. On arrival outside the building, a check should be made to ensure that all persons are present. The officer in charge of the Fire Brigade should be met on arrival and immediately informed whether or not all persons have been safely evacuated.

9.6 With the exception of an organised search for missing persons, no one must be allowed to re-enter the building until the senior fire brigade officer present gives permission.

9.7 There may be an opportunity in the event of a fire or an attack on it to be made with the nearest extinguisher or hose reel but fire-fighting must always be secondary to safety of life.

10.0 Damage to Property

10.1 The hirer shall repay to the Governors on demand any additional staff costs resulting from the use of grounds or premises by the hirer and the costs of replacing any part of the accommodation or any property in or upon the accommodation which shall be damaged, destroyed, stolen or removed during the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring.

10.2 No footwear liable to damage floors may be worn in the school buildings.

11.0 Indemnity

11.1 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 the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring.

11.2 Premises shall not be used for any unlawful purpose and in every letting there shall be deemed to be implied on the part of the hirer an undertaking with the Authority to strictly observe and perform all statutory provisions and regulations and all conditions and

regulations imposed by the Justices or the Borough Council applicable to any letting and to indemnify and save harmless to the Authority, its officers and servants from all penalties, damages and costs which may incur in consequence of any breach or default in complying with any such provisions, regulation or conditions. Hiring of school facilities is not permitted to any individual or group who contravenes, or intends to contravene the promotion of British values, which include democracy, the rule of law, individual liberty and mutual respect and tolerance of those with different faiths and beliefs.

11.3 The hirer shall indemnify the Governors against all claims demands actions or proceeding arising out of the infringement of copyright etc., during the period of hire of the premises.

11.4 The transmission of oral or visual reproduction of anything, which is taking place in the school or any commentary thereon by any means, is prohibited, except with the previous written consent of the Governors.

11.5 If the hirer makes a charge for admission and musical works are to be performed vocally, instrumentally or mechanically, then the hirer shall obtain an additional form and shall complete and return to the appropriate licensing body (e.g. performing Rights Society).

12.0 Rights

12.1 The Head teacher and other authorised members or officers of the Authority, shall in the pursuance of their official duties have free ingress and egress to and from the hired premises, and instructions must be given by the hirer for their admission.

12.2 The governors reserve the right to refuse any application for the use of premises and to refuse permission to, or remove from the premises any persons.

13.0 Failure to observe Conditions

13.1 If the hirer shall fail to observe or perform in any respect or secure the due observation or performance by others of the provisions of these terms and conditions the Governors may without notice forthwith terminate the hirer's rights under the agreement and effect the immediate evacuation of the school. Such termination shall not release the hirer from any of his obligations under the agreement or effect any right or remedy which the Governors may have under the agreement or otherwise. The Governors shall be entitled to retain for the use and benefit of the school any monies paid by way of deposit and to sue for any balance outstanding. Termination of any activity may be requested in these circumstances by any of the Governors.

14.0 Responsibility for Property

14.1 The Governors shall not be responsible for goods, materials, clothing etc., brought into or left in the building.

14.2 Cars are parked on school premises at the owner's risk.

15.0 Cancellation of Hiring

15.1 The Governors reserve the right to cancel any booking in the event of the accommodation being required in connection with a Parliamentary, Borough / County or

Municipal Election; for such extraordinary or special civic or educational purposes as the Authority may from time to time think fit. In the event of any such cancellations, the Governors shall refund the charges already paid for the hiring of the premises and the hirer may be offered an alternative date or dates, but in the event, the Governors shall not be liable by virtue of such cancellation for the payment of any compensation whatsoever.

15.2 The contract of advance booking in respect of any letting, particularly when prior payment had been made, should not be broken except in extreme circumstances.

16.0 Interpretation

16.1 The Governor Body’s decision as to the interpretation of these conditions shall be final and conclusive.

January 2020

Review date January 2023

Leen Mills Primary School Letting Policy

I understand and will adhere to the conditions as set out in the lettings policy.

Signed by Name.....

Organisation.....

Please return this slip to the school office.

Appendix 1

Autumn Term 2020

Leen Mills Primary School

Lettings Fees 2019/2020

Letting type	Price
Four Hour Saturday Letting	140.50
Cubs and Scouts per Letting (Monday)	25.00
Cubs and Scouts per Letting (Tuesday)	30.00
One off weekday Letting	44.00
Saturday Football Club	32.80
Sunday Football Club	37.80
Netball Court	30.75
Next Level / C Jackson	25.00