



LEEN MILLS PRIMARY SCHOOL LETTINGS POLICY

LETTINGS TERMS AND CONDITIONS

1. 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 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.

1.3 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.

1.4 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.

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

1.6 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.

1.7 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.

1.8 SMOKING IS NOT PERMITTED

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

1.10 No intoxicating liquor shall be sold, supplied or consumed without the previous consent of the governors and that of the Licensing Authority if appropriate.

1.11 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.

1.12 The 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.

1.13 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.

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

1.15 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.

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

1.17 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.

2. Fire and Safety Precautions

2.1 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.

2.2 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.

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

2.4 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.

2.5 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.

2.6 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.

2.7 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.

3. Damage to Property

3.1 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.

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

4. Indemnity

4.1 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.

4.2 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.

4.3 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.

4.4 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.

4.5 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).

5. Rights

5.1 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.

5.2 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.

6. Failure to observe Conditions

6.1 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.

7. Responsibility for Property

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

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

8. Cancellation of Hiring

8.1 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.

8.2 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.

9. Interpretation

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