



# Lettings Policy

This policy outlines the responsibilities of the school and subsequent companies/individuals who may hire the premises.

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| Date agreed by Governors                  | January 2019                                     |
| Signed on behalf of Governors<br>2/1/2019 | DocuSigned by:<br><i>Erica Pienaar</i>           |
| Date for next review:                     | <small>39AC8E1E1F58438</small><br>September 2020 |



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## 1. Definitions

- 1.1. **'Governors'** means the Governing body of the school or its authorised representative.
- 1.2. **'Hired Area'** means part of the school premises to be used by the hirer, as described in the application to hire form.
- 1.3. The **'Hirer'** means the person who has signed the application to hire form.

## 2. Conditions

- 2.1 All applications for the hire of the school premises must be made in writing on the prescribed form and returned to the school business manager.
- 2.2 Where a promoting organisation is named in the application to hire, that organisation and its members, shall be jointly and severally liable with the hirer.
- 2.3 It shall be the responsibility of the hirer to ensure that the conditions hereunder are adhered to by all persons making use of the premises under the terms of hire.
- 2.4 The Governing body reserves the right to refuse any application to hire the Premises without stating reasons for doing so.
- 2.5 Fees for hiring the school premises shall be in accordance with the scale of charges determined by the Governing Body, as it sees fit. Further charges may be levied if additional personnel costs are incurred as a consequence of the hiring of the premises.
- 2.6 The fees are £25 per hour per space, during normal school hours. Long term/frequent lets and out of hours lets are subject to negotiation.
- 2.7 **The hire fee shall be paid in full** upon signing the application form, except where alternative arrangements are made for the payment of fees, prior to signing.
- 2.8 Where the hired area forms only part of the school premises, access is restricted strictly to those rooms forming the hired area. The hirer shall be liable to pay such additional fees as the Governors may prescribe if a different area is used.
- 2.9 Access to and use of the hired premises shall be strictly restricted to the hired area and to the hours stated in the Hire Agreement: **i.e. the Hirer should not have access prior to, or after, the stated time.**
- 2.10 The Hirer shall be liable to pay such additional fees as the Governors may prescribe if the hired part of the premises is used by the Hirer outside the agreed times.
- 2.11 There shall be no variation to these conditions of hire without the prior arrangement of the Governing Body.



- 2.12 At the end of the hire period, and before leaving the premises, the Hirer shall inform the member of staff managing the let.
- 2.13 No copyright work shall be performed without the licence of the owner of the copyright, and the payment of the appropriate fee.
- 2.14 The Hirer shall indemnify the Governing Body against any infringement of copyright which may occur during the hiring.
- 2.15 The Hirer shall not use the hired premises for any purchase for which a licence is necessary, unless any such licence is in force in respect of the premises.
- 2.16 The Hirer shall strictly observe the conditions of any licence granted in respect of the hired premises and the Hirer shall be deemed to have notice of any conditions attached thereto.
- 2.17 The hired premises shall not be used for the sale or display of goods or services, or used for any public entertainment, **without the prior written approval of the Governing Body.**
- 2.18 Sporting activities will not take place inside the hired premises **without the approval of the Governors.** In the event of the Hirer breaching the condition, the hire agreement shall be cancelled and the fees forfeited.
- 2.19 John Ball School is a **non-smoking area** and this policy should be strictly adhered to by the Hirer and all persons making use of the premises, under the terms of the Hire Agreement.
- 2.20 John Ball is a 'nut free' site. No products containing nuts should be brought on to site.
- 2.21 Any film or video shown on the hired premises must be age appropriate for the intended audience & within copyright laws. Governors may require the Hirer to give a preview of the film.
- 2.22 The Hirer is responsible for the Health and Safety of all persons using the hired premises. The Hirer must therefore ensure prior to hiring, that the hired area and all access and egress thereto, are suitable for the proposed use by the Hirer, and are safe for persons using the premises.
- 2.23 The Hirer must, prior to hiring, be fully aware of the existing fire precautions and procedures for the hired areas, including identifying fire doors and emergency means of escape from the premises.
- 2.24 Any accidents/ incidents/ near misses must be reported to the premises person on duty and followed up in writing the next working day.
- 2.25 No bolts, nails, tacks, pins or other like objects shall be driven into any part of the hire premises, nor shall any placards or other articles be affixed thereto. There must be no damage to the premises from fixings/ displays. Hirers must consult with the premises team ahead of placing any displays.
- 2.26 The hirer must seek permission from the premises manager prior to bringing any electrical equipment n to site. All electrical items need to have PAT.



- 2.27 The Hirer shall be liable for all damage howsoever, and by whomsoever, caused by the premises arising out of hiring and shall indemnify the Governors against any loss, damage and expense, whether direct or indirect, arising therefrom, unless due solely and directly to the negligence of the Governing Body. Any damage caused shall be reported to the Headteacher or the Premises Officer immediately.
- 2.28 No chemicals are to be brought on to site. If cleaning products are required, the premises team should be informed and will provide suitable products.
- 2.29 The Hirer shall be liable for, and shall indemnify the Governors against any expenses, liability, loss, claim or proceedings whatsoever arising under statute or of common law in respect of personal injury to, or death of, any person whomsoever, or damage to any property, real or personal, arising directly or indirectly from the hire of the premises, unless due solely to the negligence of the Governing Body.
- 2.30 The Hirer is required to be insured against his/her legal liabilities to third parties for both personal injury and property damage, including damage to the occupied premises. **Such insurance should be effected with a reputable insurance company and have a limit of indemnity of at least £1,000000 for any one incident.** The Hirer must provide evidence in the form of a covering note or policy, when returning the completed application to hire form, for such insurance, to the school business manager.
- 2.31 The Hirer shall not allow any animal to enter or remain in the hired premises, **without the written approval of the Headteacher.**
- 2.32 The Hirer, during the period of the hire, shall take all reasonable steps to ensure that no noise nuisance is created.
- 2.33 The Hirer shall ensure that any vehicles connected with the hire, in any capacity, shall not be parked on the school site except for the purpose of loading and unloading and make all persons connected with the hire aware that there are no parking facilities on the school site. The school takes no responsibility for the hirer's parking arrangements and costs.
- 2.34 The Governors may suspend or cancel any hiring of the premises without stating the reason for so doing. In this event, any hiring fee previously paid for the cancelled hiring shall be reimbursed to the hirer. Such reimbursements shall be the only liability that the Governors shall incur as a result of any cancellation or suspension. Reimbursements will under no circumstances be issued in cash, even if deposits or hiring fees were previously paid in cash.
- 2.35 Reimbursements will be paid by cheque. Should the hirer wish to cancel the let, it must be confirmed in writing and any deposit will not be refunded.
- 2.36 Variations in the conditions of a regular hire agreement are only possible with the approval of the Headteacher. Failure to comply with these conditions may incur additional charges.
- 2.37 The Headteacher on behalf of the Governors reserves the right of entry to the hired premises to any authorised Officer of the Council discharging their official duties.
- 2.38 The Hirer, shall, at the expiration of the hiring, leave the premises in a clean and orderly state.



- 2.39 The use of shoes with stiletto heels is prohibited, and the Hirer shall ensure that the users are not permitted to wear this type of footwear on the premises.
- 2.40 The hire of the premises does not include the use of any school equipment within the premises. No such equipment shall be hired out without the written approval of the Headteacher, who may specify conditions and charge such fees in respect of such use as he/she sees fit.
- 2.41 Kitchen: Use of the school kitchen must be organised via **Chartwells** who have their own lettings policy, form and tariff. **Chartwells** will normally insist on a member of their own staff being present during this time.
- 2.42 Any notice, demand or request by the governors to the Hirer shall be sent by ordinary prepaid post, addressed to the Hirer at the address given on the application form and shall be deemed to have been received when the letter when it is sent in the post.
- 2.43 The Hirer shall not sub-let or assign the hired premises or any part thereof. Should he/she do so, or attempt to do so, the Hire Agreement shall be cancelled and all fees paid forfeited.
- 2.44 This Agreement may be determined at any time by either party, giving to the other notice which is in all circumstances of a reasonable length of time. There is no need for either party to give reasons for terminating the Agreement and, in the event of terminating the Agreement, all fees paid shall be forfeited.
- 2.45 The Hirer shall include a fully refundable holding deposit of **£50.00 to be included with the payment of hire when the completed application form is returned to the school.** All, or part of the deposit, may be forfeited if damage to the school premises or the fixtures and fitting occurs during the letting.
- 2.46 The deposit will be returned to the Hirer after the letting in the form of a cheque.



### 3. Appendix 1: Declaration

I hereby apply for use of accommodation, as stated on this form. I undertake that if permission is granted, that I am responsible for compliance with the terms and conditions of letting, as laid down in this document **CONDITIONS OF HIRE OF JOHN BALL PRIMARY SCHOOL PREMISES**, a copy of which has been supplied to me and which I have read and understood.

Whilst using school premises for the purposes described on this form, I will ensure that the Borough's Equal Opportunities Policy will be adhered to, especially ensuring that there is equity of access and involvement by (a) both genders (If this is compatible with the objects and purposes of the group where it caters specifically for a single sex, or for persons from a specific religious or ethnic background; (b) ethnic minorities; (c) people with disabilities (subject to the constraints imposed by the design, arrangement or facilities of the Premises).

I understand that any damages incurred as a result of this letting of these premises will be invoiced separately, or charged from my deposit.

I declare that I am 18 years of age, or over, and undertake that all activities taking place during the hire will be under adult supervision throughout.

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_



## 4. Appendix 2: Application

|                  |  |
|------------------|--|
| Name             |  |
| Telephone number |  |
| Organisation     |  |

|                      |  |
|----------------------|--|
| Date/dates requested |  |
|----------------------|--|

Will admission be open to the general public?

|     |                          |
|-----|--------------------------|
| Yes | <input type="checkbox"/> |
| No  | <input type="checkbox"/> |

Is it intended to serve alcohol?

|     |                          |
|-----|--------------------------|
| Yes | <input type="checkbox"/> |
| No  | <input type="checkbox"/> |

| Rooms required: |                          | Facilities required: |                          |
|-----------------|--------------------------|----------------------|--------------------------|
| Large Hall:     | <input type="checkbox"/> | Chairs:              | <input type="checkbox"/> |
| Small Hall:     | <input type="checkbox"/> | Tables:              | <input type="checkbox"/> |
| Playground/s:   | <input type="checkbox"/> | Piano/s:             | <input type="checkbox"/> |
| Kitchen:        | <input type="checkbox"/> | Other                | <input type="checkbox"/> |
| Classroom/s:    | <input type="checkbox"/> |                      | <input type="checkbox"/> |
| Other           | <input type="checkbox"/> |                      | <input type="checkbox"/> |

Is proof of insurance included with this application?

|     |                          |
|-----|--------------------------|
| Yes | <input type="checkbox"/> |
| No  | <input type="checkbox"/> |

Deposit included:

TOTAL: £