



Firle Church of England Primary School Policy for Letting School Premises

The Governing Body of Firle Church of England Primary School is keen to see that the premises at our school are used for the benefit of the whole local community. The education of children is the prime purpose of our school; however, we believe education is a life-long process which should be open and accessible to all. This handbook outlines the policy of our school with regard to letting. It sets out the facilities available, the charges and the responsibilities of the *Governors* and the users when the school premises are hired.

The use of our school premises at all times other than during the school day is under the control of the *Governing Body* of our school.

Our lettings policy operates within the framework of East Sussex County Council's Equal Opportunities Policy.

The Sex Discrimination Act 1985 and the Race Relations Act 1976 apply throughout this policy and will be adhered to throughout all stages of our lettings procedures.

Having regard to our duty under the Race Relations Act 1976 (but without prejudice to our duties under the Representation of the People Act 1983) the *Governing Body* will not let the school premises to organisations whose purpose is, amongst other things, to encourage racial discrimination and/or disharmony between persons of different racial groups, or are otherwise involved in activities prejudicial to good race relations.

In deciding whether or not to let our premises the *Governing Body* will also have regard to the likelihood of any damage being caused to the premises, or neighbouring premises, and any nuisance that may arise, as a result of accepting the booking.

In any event, the *Governing Body* reserves the right to require a reference from a Local Authority or other reputable hirer, before any booking is accepted.

We will consider letting to any group able to comply with the terms and conditions outlined in this policy. These terms and conditions are clearly stated in our *Conditions of Usage and Booking* procedures documents, which will be sent out with all application forms.

The final decision on compliance lies with the *Governing Body*.

CONDITIONS OF BOOKING/USAGE

1.0 Definitions:

1.1 *Governors* mean the *Governing Body* of the school or its authorised representative.

1.2 '*Educational premises*' means the school's premises named in the application to hire form.

1.3 '*Hired area*' means that part of the educational premises to be used by the hirer described in the application to hire form.

1.4 '*The hirer*' means the person who has signed the application to hire form.

2.0 All applications for the hire of educational premises must be made in writing on the prescribed form. Where a promoting organisation is named in the application for hire, that organisation and its members shall be jointly and severally liable with the hirer. **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 THE HIRE.**

3.0 The *Governing Body* reserves the right to refuse any application to hire premises without stating reasons for doing so.

4.0 Fees for hiring school premises shall be in accordance with the scale of charges determined by the *Governing Body*, subject to revision from time to time by the *Governing Body* as it sees fit. Further charges may be levied if additional costs are incurred as a direct consequence of the letting.

5.0 The balance of the hire fee shall be payable within 21 days from the date of the letting.

Monies will only be returnable on cancellation if reasonable notice is given (not less than 21 days.) If the governing body has reasons to cancel the agreement all monies will be returnable. If the *Governing Body* has reasons to cancel due to unforeseen circumstances then alternative accommodation will be offered. However, if the letting cannot be rescheduled, a full refund will be made.

An additional deposit of 10% of the hire fee shall be payable 21 days prior to the letting to cover damage or any other costs incurred. All deposits will be refunded 14 days after lettings terminate.

6.0 When the hired area is only part of the educational premises, access is restricted to those rooms forming the hired area. The hirer shall be liable to pay such additional fees as the *Governors* may prescribe if different or additional areas are used.

7.0 Access to the hired area shall also be restricted to the hours stated and agreed on the lettings form (i.e. the hirer should not have access prior to or after the

stated time). The hirer shall be liable to pay additional fees as prescribed by the Governors if the hired area is used by the hirer outside the agreed times.

- 8.0 There shall be no variation to these conditions of hire without the prior agreement of the Governing Body.
- 9.0 No copyright work shall be performed without the licence of the owner of the copyright and phonographic performance licence (PPL). The hirer is responsible for all the payment of any appropriate fee.
- 10.0 The hirer shall indemnify the Governing Body against any infringement of copyright which may occur during the hiring.
- 11.0 The hirer shall not use the hired premises for any purpose for which a licence is necessary unless such a licence is in force in respect of the premises.
- 12.0 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.
- 13.0 The hired premises shall not be used for the sale or display of goods or services, or for any public entertainment, without the prior written approval of the Governing Body.
- 14.0 Sporting activities will not take place inside the hired premises without the written approval of the Governors. In the event of the hirer breaching this condition the hire agreement shall be cancelled and the fees paid shall be forfeited.
- 15.0 No smoking will be permitted inside the hired premises or within the school grounds.
- 16.0 No film or video shall be shown on the hired premises unless at least seven days' notice, in writing, stating the title and the subject matter of the film, has been given to the Head Teacher, who acting on behalf of the Governors may require the hirer to give a preview of the film to such persons as directed.
- 17.0 The hirer is responsible for the Health and Safety of all persons using the hired premises. The hirer must therefore ensure, prior to the hiring, that the hired area and all access and egress thereto is suitable for the proposed use by the hirer and are safe for persons using the premises. The hirer must, prior to the hiring, be fully aware of the fire precautions procedures in existence for the hired areas, including identifying fire doors and emergency means of escape from the premises.
- 18.0 No bolts, nails, tacks, pins or other like objects shall be driven into any part of the hired premises nor shall any placards or other articles be affixed thereto.
- 19.0 The hirer shall be liable for all damage howsoever and by whomever caused to the premises arising out of the hiring and shall indemnify the Governors against all loss, damage and expense, whether direct or indirect, arising wherefrom unless due solely and directly to the negligence of the Governing Body. The Governors shall be the sole judge of the damage done and the amount thereof.

- 20.0 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*. The hirer should be fully insured to cover such claims as may arise under such liability.
- 21.0 The *Governors* will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any property, articles or things whatsoever including motor vehicles placed or left upon the premises by the hirer or for the hirer's use of purposes, including any damage or loss by fire.
- 22.0 The hirer shall not allow any animal to enter or remain in the hired premises without the written approval of the *Governors*.
- 23.0 The hirer, during the period of the hire, shall take all reasonable steps to ensure that no noise nuisance is created.
- 24.0 The hirer shall ensure that any vehicles connected with the hire, in any capacity, which are parked on the school site shall be arranged so as to ensure entry for emergency vehicles at all times.
- 25.0 The *Governors* may suspend or cancel any hiring of premises without stating the reason for so doing. If a hiring is cancelled any hire fee previously paid for the cancelled hiring shall be reimbursed to the hirer. Such reimbursement shall be the only liability that the *Governors* shall incur as a result of any cancellation or suspension.
- 26.0 There shall be no variations in the conditions of a regular Hire Agreement without the approval of the Head Teacher. Failure to comply with these conditions may incur additional charges.
- 27.0 The Head Teacher on behalf of the *Governors* reserves the right of entry to the hired premises to any authorised officer of the Council discharging his official duties.
- 28.0 The hirer shall at the expiration of the hiring leave the premises in a clean and orderly state.
- 29.0 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 in the premises.
- 30.0 The hire of premises do not include the use of any school equipment within the premises. No such equipment shall be hired out without the written approval of the Head teacher who may specify conditions and charge such fees in respect of such use as she/he sees fit.
- 31.0 When kitchens at schools are used, a member of the School Meals Service must be on duty in a supervisory role and a charge relating to the actual cost involved will be levied by the Client Manager, Education Division. The use of school crockery and cutlery is not permitted. The use of a kitchen means the use of ovens for warming purposes and hobs for heating purposes and sinks. The use of any other school equipment, including cutlery and crockery, is not permitted. No catering equipment other than cutlery, crockery and cooking utensils may be

brought in and used in school kitchens. Scullery facilities are available as part of any letting.

- 32.0 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 containing the same would be delivered in the ordinary course of the post.
- 33.0 The hirer shall not sublet or assign the hired premises or any part thereof. Should he do or attempt to so do the Hire Agreement shall be cancelled and all fees paid forfeited.
- 34.0 The hirer shall be responsible for the provision of all first aid equipment as required for the hire.

Chair

I have read the above conditions and accept that they control the hire by me of the premises described in my application form.

Signed

Date

Address
.....

On behalf of (Organisation)

NOTES

- 1. It is essential that the Conditions of Hire are read carefully before they and the application form are signed.
- 2. The total time must include the entire period for which the accommodation is in use in connection with the letting i.e. the entire period for which the accommodation cannot be used by the School for other purposes.
- 3. Refunds are not normally made but particular cases may be considered by the school.

Application for Use of Premises Out of Normal Hours

Number: _____

Applicants for the use of Firle Church of England Primary School Premises are requested, if possible, to submit this form (in duplicate) to the Head Teacher at least 21 days before the accommodation is required. If the request is granted, an authority for use of the premises will be issued together with an invoice for payment as appropriate.

PLEASE USE BLOCK CAPITAL LETTERS THROUGHOUT

Name of Body making application:

Are you a Registered Charity or Youth Organisation? YES / NO

Nature of Letting:

(Meeting, Concert, etc.)

Number of persons to use the
accommodation _____

(Please state whether adults or children under 16)

Details of Letting:

Accommodation

required _____

(Please be specific: Hall, Classroom, Changing rooms, etc.)

No. of chairs required: _____ No. of tables required:

Which Day(s)? Monday Tuesday Wednesday Thursday Friday

Saturday Sunday

(delete when **NOT** required)

Date of letting period? From _____ to _____ (inclusive)

Times of Letting? From _____ am / pm to _____ am / pm

Total number of day's premises required? (For **THIS** letting)

Public Liability Insurance

To the Governing Body of Firle Church of England Primary School

I _____
(please print)

of _____ Organisation

being over the age of 18 years, hereby apply for permission for the above stated Organisation to use the school premises as stated overleaf. I understand that if permission is granted, it will be subject to all conditions of usage within the school's letting policy. I have read this lettings policy and understand that the permission to use the school premises will only be effective provided the conditions and regulations stated in the school's letting policy are adhered to.

I, on behalf of my Organisation, hereby agree to follow all conditions of the school's letting policy should permission be granted to use the school premises.

I understand the school, through the Council, maintain a Policy of Insurance in respect of the use of the above accommodation which, subject to its terms and conditions, will indemnify the applicants against liability at law and claimant's costs and expenses in respect of:

1. Death of or bodily injury to or illness of any person (fatal or otherwise) or damage to property other than property belonging to the Council to a limit of £1,000,000 in respect of any one accident;
2. Damage to any property belonging to the Council to a limit of £25,000 in respect of any one incident, with an excess of the first £50 of any loss or damage in respect of each hiring; provided that I, on behalf of my organisation, take out Public Liability Insurance at a cost of £2.50 per session, as a requirement of conditions to use the school premises within the school letting policy.

I am aware that paying this premium does not absolve myself and my organisation (as the Hirer) of the responsibility for injury or damage caused by our neglect during the hire.

I understand I must give immediate notice in writing, to the Director of Finance, East Sussex County Council of any accident, damage or proceedings and no repudiation of liability negotiation or admission of liability shall be made to any Third Party. I will also give the same immediate notice, in writing, to the Chair of Governors of the School.

I, on behalf of my Organisation, agree to indemnify and keep indemnified the Governing Body and Council from and against all loss, damage, costs, claims, demands, expenses or charges which the Governing Body or Council may sustain or incur in respect of any matter arising out the use of the school premises or the conditions relating thereto insofar as

the same are not covered by the said or any other policy of insurance effected by the Governing Body or Council or the obligation to give notice of any accident, damage, or proceedings as aforesaid is not fulfilled by us and to pay to the Governing Body or Council on demand at the school office or Council's principal offices, all such sums as may be payable by reason of this indemnity.

Signature of Applicant (Mr, Ms, Mrs)

Occupation _____

I understand it is my responsibility, on behalf of my organisation, to ensure that any area of accommodation used in the course of the letting is left in the condition in which it is found. I must also ensure that my organisation leave the premises at the time stated on the Permit.

Address _____

Telephone Number: Home _____

Work _____

Date _____

PRICE LIST FOR ALL LETTINGS (if requested)
From May 2017

Accommodation	Community Charge
Hall	£15 per hour
Outdoor Play Area	£15 per session up to 3 hours
Clubs	£10 per hour for one session per week
Clubs	£15 for two sessions - 2 hours per week

BOOKING PROCEDURES

1. Applicants should fill in an application/booking form and return to the Lettings Manager.
2. The person signing the application form (then known as "the Hirer") is responsible for all aspects of the let.
3. By signing the application form, the person signing is acknowledging and agreeing to adhere to all aspects and conditions of our school's lettings policy.
4. A signed application does not guarantee the booking will be granted.
5. Where the application for a let is accepted, the applicant will be sent a letter provisionally confirming the let and an invoice to cover the cost of the let and any additional returnable deposit required.
6. The hirer should then pay the booking invoice, in full, 28 days prior to the date of the let, and ensure that they receive a receipt of payment. This will then confirm the booking agreement. Any returnable deposit required (i.e. for special functions) must be paid immediately within 72 hours of the date the booking form was sent. Failure to pay the invoice and returnable deposit (where required) will result in the application for the let becoming void.
7. Hirers will automatically be charged for public liability insurance at a cost of £2.00 as part of the booking charge unless proof of adequate equivalent insurance is shown to the school (a photocopy will be taken for the records).

BOOKING TIMES

1. There will be no access to the premises before the commencement of the period. Hirers must allow sufficient time for preparation before the event when booking the time of the let.
2. Hirers must have left the premises by the end of the booked period. Sufficient time must be included to allow for clearing away and for all participants to leave the premise by the end of the booked period.
3. Availability of premise is negotiable. Please contact the school to find out the current hours of access.

CANCELLATION

1. The *Governing Body* must be notified of any cancellation at least 4 weeks prior to the date of let. However, notification at the earliest possible time is appreciated.
2. Where notification is given to the *Governing Body* at least 4 weeks prior to the date of the let, the booking charge will be refunded in full apart from the set administration charge. Your custom will be welcomed again at any time in the future.
3. Where notification is given to the school between 2-4 weeks prior to the arranged date of the let, the hirer will be entitled to a 50% refund only.
4. Where notification of cancellation is given less than 2 weeks prior to the arranged date of the let, the hirer will not be entitled to any refund.
5. Where a cancellation is made by the *Governing Body* of the school, the hirer will be entitled to a full refund. The *Governing Body* will endeavour to notify the hirer at the earliest possible moment, however, no guaranteed period of notice can be offered. Regardless of when notification is given to the hirer, the hirer will not be entitled to any compensation.

Please note:

- a. The above conditions apply for cancellation of total or part of a booking.
- b. Where the Hirer makes a permanent cancellation during the course of a letting agreement, the Hirer will receive a refund for any outstanding sessions but no compensation will be available. The administration charge will still stand.

USAGE CRITERIA

The students and staff of Firle Church of England Primary School are the prime users of the school's facilities, and as such will be given priority over all external users.

When making external bookings, the meeting of the objectives of the school Community Plan will be the key criteria. The objectives are as follows:

- To enable staff, students and community groups to have year round access sporting, recreational and sensory facilities.
- To enable staff, students and community groups to have year round access to facilities which promote health, learning and achievement.

These objectives can be realised by building relationships with groups/organisations who promote/offer community learning, sporting activities, referral services and recreational activities. The pro forma overleaf should be used to evaluate suitability.

EXTERNAL BOOKING PRO FORMA

WHAT IS THE ACTIVITY/EVENT?			
WHO HAS OWNERSHIP?			
WHO WILL PARTICIPATE?			
HOW WILL THE PARTICIPANTS BENEFIT FROM THE ACTIVITY/EVENT?			
HOW DOES IT MEET THE COMMUNITY PLAN OBJECTIVES?			
WHERE AND WHEN WILL THE ACTIVITY/EVENT TAKE PLACE?			
WHAT EQUIPMENT WILL BE REQUIRED?			
WHAT SCHOOL STAFF, IF ANY, WILL BE NEEDED?			
WILL TRANSPORT BE REQUIRED?			
WHAT HAS TO BE DONE AND BY WHOM?	WHAT	WHO	DATE COMPLETED

Complaints Procedure

What if the school has a complaint about our organisation/group?

If the school has concerns about a let the following procedures will be followed:

1. A representative of the *Governing Body* will verbally raise the concern with the named Hirer.
2. The situation will be monitored for two sessions to allow the issues to be addressed.
3. If the situation remains unresolved, the Hirer will receive written notification of the concern and a further two sessions will be given to allow the Hirer to address the situation.
4. If the matter remains unresolved, the Hirer will receive formal written notice of termination of the booking agreement. This will be implemented 72 hours from the date of the letter of notification.

Please note: If the Hirer blatantly breaks the conditions of usage, the let can still be terminated immediately.

What if I, as the Hirer, have a complaint about my let or booking agreement?

If you, as the Hirer, have a complaint or concern regarding your let, the following procedures should be followed:

1. Talk to the named representative of the *Governing Body* and discuss the problem. Allow 5 working days for the situation to be resolved.
2. If still unresolved, the Hirer should notify the *Governing Body* through the Head teacher in writing and allow 5 working days for the situation to be resolved.
3. If still unresolved, the matter will be placed on the agenda of the next appropriate committee of the *Governing Body*. (If the concern needs urgent attention, a special meeting of this group will be convened).
4. If still unresolved, the matter will be taken to the next full meeting of the *Governing Body* and the Hirer will receive a written response from the *Chair of Governors* detailing the outcome.

What if a third party complains?

1. If the school receive a complaint from a third party, the *Governing Body* will be notified of the complaint.
2. The matter will be investigated by a representative of the *Governing Body* and a written response will be sent to the complainant within 10 working days.

3. If any further correspondence is received, the matter will be placed on the agenda of the next appropriate *Governing Body* committee. A final response will then be sent by the Chair of the *Governing Body* explaining the final outcome.

APPEALS PROCEDURE

1. If a Hirer has a letting agreement withdrawn, they have a right to appeal to the *Governing Body*.
2. The appeal should be made in writing and will be presented at the next full meeting of the *Governing Body*.
3. The Hirer will be informed of any action and/or decision taken by the *Governing Body*.
4. The *Governing Body's* decision is final.

BOOKING PROCEDURE CHECKLIST

1. Issue application + Conditions of Usage and Booking Procedures to the potential Hirer (as attached).
2. Receive completed application form (mark date of receipt).
3. Assess suitability of applicant.
4. Check availability of premises.
5. Check availability of premises staff.
6. Book let into diary with hirer's contact number.
7. Send invoice for booking.
8. Receipt of deposit/payment in full.
9. Register Public Liability payment with Borough Treasurer.
10. Send receipt of payment to the hirer.
11. Receive any outstanding payment (where in two stages).
12. Confirm booking in diary.
13. Send receipt to hirer and confirmation of booking.

Process payment

This policy is to be reviewed in June 2018