

Lettings Agreement



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Reviewed July 2017
Reviewed July 2018
Reviewed May 2019
Next review due May 2020

St Mary's CE VA Primary School

Policy for Use of School Premises / Facilities: Lettings policy

Part 1 - Policy

Statement of General Principles

The Governing Body;

- recognises its duty to have regard to the desirability of school premises being available to the wider community.
- wishes to make use of the powers for governing Bodies (under the extended schools initiative) to encourage community use, to develop its facilities and generate income.
- recognises the overriding requirement that school premises exist to meet the needs of the school and the national curriculum.
- notes that the ownership of the land and buildings rests with the diocese and that its powers are limited to licensing the use of the School (and that it cannot grant leases)
- acknowledges the various statutory requirements regarding the use of school premises, (eg parliamentary and local elections, parish meetings, and related matters) and will always seek to accommodate these.
- shall ensure consistency in its approach to users of its premises, and adopt terms and conditions of use which protect the school, the Governing Body and the diocese
- will put in place administrative arrangements (including standard terms and conditions of use) which allow for speedy and effective decision making (including delegating power to the Head [and/or others]), subject to compliance with school policy and the approved terms and conditions of use.
- will adopt a charging regime which shall, at the least, recover all costs incurred in making premises available. Concessions will be agreed by the Governing Body.
- recognises the special protections for school playing fields
- shall have due regard to any advice, guidance or directions issued by the diocese
- will consider transfer of control agreements with appropriate partners and subject to the advice and approval of the diocese

Part 2 - Administration & Procedures

Administrative Arrangements

- Application shall be made in writing addressed to the Head.
- Applications shall be made on an application form obtained from the school office. [Provisional telephone bookings must be confirmed in writing as soon as possible and in all events within 5 working days].
- Once approved, a copy of the Licence together with the terms and conditions of hire will be returned to the hirer.
- Applications should be made at least 28 days in advance, **unless in exceptional circumstances.**
- Applications shall be dealt with by the Head, or such other member of SLT as the Head authorises.
- Lettings shall be on the basis of the standard terms and conditions approved by the Governing Body. No variation or change to these shall be agreed without the approval of the Governing Body. The school may impose special conditions in respect of any letting, series of lettings or class of lettings in order to protect its employees or property.
- Care should be taken to identify the extent of the facilities being used. In particular, specific rooms, any equipment to be available, parking spaces, whether catering facilities are to be available/provided, and which toilets are to be available etc.
- Lettings will mainly be agreed on a longer term arrangement, however, they may be agreed on an ad hoc basis (ie one offs), at the headteacher's discretion. However, no agreement shall extend for more than a year without the Governing Body's express approval.
- Invoicing and payment arrangements. Ad hoc/one off hires shall be paid for in advance. Longer term arrangements shall be subject of an initial payment in advance, with the balance being paid periodically upon receipt of invoices from the school.
- All fees from the use of premises shall be accounted for by the school separately.
- All applicants shall be required to make suitable arrangement for first aid and insurance cover.
- No person shall use school premises without an appropriate license, if required.
- Any person who knowingly acts in contravention of these requirements will be charged at the appropriate rate and refused permission to use school's premises in the future.
- The Governing Body shall reserve the right to enter/inspect the premises at any time during a hiring.

- The Governing Body may delegate any of its decisions to the Health and Safety / Premises Committee, the Chair or the Head (or other member of the senior management team).
- Cancellation: The Governing Body/Head may cancel any letting at any time, giving at least 14 days notice, unless in exceptional circumstances, when the premises is rendered unusable. In such cases either any fee paid will be refunded or an alternative date/venue offered, except where cancellation is due to misconduct.

Part 3 - Conditions of Use

GENERAL CONDITIONS OF USE / PRIMACY OF SCHOOL USE

1. Use by the School and for statutory purposes will always take priority over other uses.

GENERAL

- 2 Where the hirer is an organisation, the organisation and its members shall be jointly and severally liable.
- 3 It shall be the responsibility of the Hirer to ensure that the conditions of the licence are adhered to by all persons making use of the Premises under the terms of the Licence.
- 4 Access is strictly restricted to the specified premises. The hirer shall not use or permit the use of the Premises for any purposes or activity, other than that specified in the application, nor by any other person, and strictly in accordance with these conditions.
- 5 There shall be no variation to these conditions without prior agreement in writing of the Governing Body.
- 6 The hirer shall not use or permit the use of the Premises for any purposes or activity, other than that specified in the application, nor by any other person.

CHARGES (& VARIATIONS)

- 7 Charges will be made at rates that will be determined annually by the Governing Body. In cases where the incorrect charge has been quoted, the school reserves the right to charge the correct rate, although the hirer may consider the letting cancelled.
- 8 Charges for occasional users are to be paid in advance on the date specified by the Governing Body. Regular users, over periods exceeding [3] months, shall pay an initial fee and thereafter within 7 days of receipt of an invoice from the school.

CARE OF PREMISES

- 9 The hirer shall ensure that there is at least one responsible adult present and able to supervise at all times during the letting.
- 10 The hirer is required to leave the Premises (including passageways and exits) and the school in a clean and orderly state free from rubbish or obstruction and shall clear away and remove any rubbish from the school and leave the school in the condition in which it was were found.
- 11 The hirer shall ensure that no persons using the Premises to use shoes with stiletto heels or other footwear which may, in the opinion of the Governing Body, be damaging to the floors.
12. The disposal of refuse bags containing function waste shall be the responsibility of the hirer.
13. No bolts, nails, tacks, pins or other similar objects shall be driven into any part of the Premises nor any adhesive fasteners used.
- 14 There shall be no smoking.
- 15 If the letting includes use of a toilet please ensure they are left in a clean condition and flushed.
- 16 All passageways, stairs and exits shall be kept free from obstruction.
- 17 The hirer will be responsible for reimbursing the school for any additional costs incurred in cleaning the premises or clearing the grounds after a letting.
- 18 No desks fixed furniture or equipment that may be in the accommodation hired shall be used or interfered with, without the prior approval of the Governing Body. Standing on seats, furniture, windowsills, etc is not permitted. Fittings, fixtures or decorations of any kind shall not be permitted, other than purely temporary arrangements, which require no permanent fixings nor which would damage or disfigure any part of the Premises. No alterations shall be made to premises.
- 19 Chalk, resin or polishing materials may not be used on floors.
- 20 No notice, poster, placards or similar shall be permitted without the express approval of the Governing Body.

DAMAGE TO THE PREMISES

21 The Hirer shall repay to the Governing Body any additional costs, whether for staff or premises, resulting from the misuse and/or damage of the premises and/or grounds. Such costs shall be determined by the Governing Body (acting reasonably) and shall be paid within seven days of a written demand.

22 Any damage shall be reported immediately to the Governing Body, through the Head, via the school office.

EQUIPMENT AND ACCOMMODATION

23 No electrical apparatus shall be brought on to the Premises without PAT testing.

24 The electrical and mechanical installations of the Premises are not to be supplemented or altered, nor any specialist equipment (such as public address systems) to be installed by the hirer, except with the express approval of the Governing Body.

25 Any furniture provided by the hirer must be removed immediately after the end of the letting (unless otherwise agreed).

CONDITION OF PREMISES

26 The Governing Body gives no guarantee as to the fitness, suitability or condition of the Premises or grounds. Every effort is however made to ensure that they are in a reasonable state. It is the responsibility of the hirer to check that the Premises are suitable for their needs.

27 It is the responsibility of the hirer, prior to the letting to effect whatever insurance are appropriate to cover his liabilities. Insurance effected by the Governing Body or LA does not extend to a hirer's liabilities. At the least the hirers shall take out third party and public liability insurance with a reputable Insurance Company in a sum not less than the Public Liability Sum (specified in the Licence) and shall if so required produce details of such insurance for inspection by the Governing Body.

STATUTORY REQUIREMENTS

28 The hirer shall comply with the statutory or regulatory requirements associated with its activities at the Premises, in particular concerning consumption of intoxicating liquor, music singing and dancing licences, theatre licences and copyright. The hirer shall be fully responsible for obtaining any licences or any other permissions required, always providing that no licence application shall be made without the prior approval of the Governing Body.

HEALTH AND SAFETY

29 The hirer is responsible for the health and safety of all persons using the Premises under the Licence and must make himself fully aware of the fire precautions and procedures in existence.

30 The hirer shall comply with Section 12 of the Children and Young Person's Act 1933. In summary this requires that where any play or entertainment is provided at which the majority of the persons attending are children, then if the number exceeds 100, it shall be the duty of the hirer to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building or any part of it than can be safely accommodated there and to control the movement of the children and other persons admitted while entering and leaving the building and to take all other reasonable precautions for the safety of the children.

31 The number of persons using the Premises shall not exceed the number notified to the Governing Body (in the Application or otherwise).

30 The school does not provide first aid medical facilities for hirers, nor does it guarantee access to the telephone system for calling assistance during lettings. Hirers should make their own arrangements.

CANCELLATION/NON AVAILABILITY

32 Failure by the hirer to comply with any or all of the foregoing conditions where applicable whether intentionally or not may be deemed by the school to be just cause for the immediate cancellation of any letting or series of lettings.

33 Where the Premises or any facilities hired (or part thereof) are not available to the hirer, the Governing Body will consider refunding the charge, or a proportion thereof.

34 The Governing Body reserves the right to cancel a letting at any time when the facility is required by the school, or for other statutory users. It shall give as much notice as possible and shall refund the charge in respect of the cancellation or offer alternative accommodation or dates. No other compensation shall be paid.

35 The Governing Body reserves the right to refuse or cancel any hiring where it believes that the activity or use, or the identity of the hirer, is inappropriate or inconsistent with the use of school premises.

RESTRICTIONS ON USE/ACTIVITIES

- 36 All applications for religious or political groups, or any group the purpose of which the head teacher considers has the potential to cause offence to the community or part of the community shall be referred to the Governing Body, or relevant committee for consideration for approval.
- 37 The hirer is specifically forbidden to use, or allow the use of the hired premises or grounds for any illegal or immoral purpose, or any activity which may compromise the ethos of the school. Any use which is deemed to act against the school values or ethos, will be denied.
- 38 No commercial use (including the sale or display of goods or services or for any public entertainment).
- 39 Sporting activities will not take place inside the Premises area (unless specified in the Authorised Activity/Use) without the prior written approval of the Governing Body.
- 40 No alcoholic drinks shall be brought on to the Premises save where an appropriate licence has been obtained and the specific permission of the Governing Body has been received.
- 41 The hirer shall not permit any animal to enter or remain in the premises unless agreed beforehand. (Agreement will not be unreasonably withheld for guide dogs for persons with visual or hearing impairments).
- 42 The hirer shall take all reasonable steps to ensure that no noise or other nuisance is created which would affect others using other parts of the Premises or the owners and occupiers of neighbouring or adjoining properties.

VEHICLES AND PARKING

- 43 No motor vehicles shall be permitted entry on to the School site without the prior written consent of the Governing Body and any vehicle entering with consent shall not be parked in a manner causing obstruction to the movement, entry or egress of other vehicles.
- 44 Where car parking is permitted, the hirer is responsible for ensuring that adequate stewarding is provided and that vehicles are parked in a responsible manner and according to any directions given by the Governing Body.

LOST PROPERTY

- 45 The School does not accept any responsibility for any articles of property left by the hirer, his guests, agents or any member of the public at the school during the period of the hire.

INDEMNITY

- 46 The hirer will hold harmless and indemnify the School and the Governing Body in respect of any loss, liability claim or proceedings whatsoever arising under Statute or Common Law for death or personal injury to any persons whomsoever or damage to property or breach of copyright arising out of or in the course of by reason of the hiring except to the extent that such liability loss or damage results from the negligence of the School or the Governing Body or its servants or agents.

SECURITY (ADDITIONAL CHARGE)

- 47 If, due to the nature of the activity/use, the Governing Body considers it necessary to make special arrangements for the security of the school or the Premises, the cost associated with this shall be met by the hirer.
- 48 In the event of triggering of alarm system the hirer shall immediately contact the security company NSG on the following number 08456033755
- If a false alarm is made and NSG are contacted to cancel the callout, the hirer shall be liable for the cost of callout.

PROMOTIONAL LITERATURE/PUBLICITY

- 49 Any promotional material or publicity making reference to the School shall be approved in advance by the Governing Body

ACCESS AND KEY COLLECTION

- 50 Arrangements can be made with the school for access, keys and security arrangements.
- 50 Where required, the hirer shall liaise with the school caretaker regarding practical arrangements associated with the hiring.

TERMS AND CONDITIONS RELATING TO SPECIFIC FACILITIES/ACTIVITIES

FILM OR THEATRICAL PERFORMANCES

- 51 [The School licence does not apply to the performance of dramatic or musical works if performed in their entirety]. For the performance of such works the hirer must obtain the permission of the owner of the copyright. [The School licence does not cover the copyright that subsists in actual records, cassette tapes or

compact discs, as distinct from the recorded material itself]. It is the responsibility of the Hirer to obtain a licence if it is intended to play recorded material.

52 The School premises are not licensed for public entertainment. If appropriate, an Occasional licence must be applied for from the Licensing Authority.

53 No copyright work shall be performed without the permission of the owner of the copyright and the payment of any appropriate fees and the hirer shall indemnify the Governing Body against any penalty or sanction for any infringement of copyright which may have occurred during the licence period.

54 No film or video shall be shown in the hired area without the prior consent of the Governing Body who may require the hirer to give a preview of the film to such persons as directed.

PLAYING FIELDS

55 The school does not give any guarantee as to the standard of any pitch or field nor to the maintenance or improvement of this standard during the season. The hirer shall be aware of the state of any pitch or field upon submitting his application and such application will be deemed to be for the particular pitch or field as seen.

56 The school shall determine whether any pitch or field is fit for use at any time and their decision shall be final. The pitch will be inspected on the previous day to the letting, by Caretaker / SLT.

CATERING FACILITIES

57 Separate charges are made for use of school catering facilities. Where the accommodation hired includes school catering facilities, the following special conditions must be observed:

- (a) use must be agreed with the LA Catering Services Manager;
- (b) a member of the LA catering staff must be present while the catering facilities are being used (or permission must have been sought otherwise) and the requirements of that member of staff must be obeyed;
- (c) there must be no smoking in any kitchen or by any person handling food or catering equipment';
- (d) school tea cloths must not be used;
- (e) the kitchen and all equipment must be left as clean as it is found and all rubbish removed
- (f) school crockery and cutlery must not be used except by special permission of the Catering Services Manager;
- (g) tables must be covered before use and washed after use
- (h) all breakages/faults etc must be reported and paid for;
- (i) any other condition imposed by the Catering Services Manager.

58 Kitchens and catering equipment shall not otherwise be used unless approved by the Catering Services Manager.

Policy created April 2015: J.Bird

Reviewed July 2016

Reviewed July 2017

Reviewed July 2018

Reviewed May 2019

Next review due May 2020

**ANNEX E : LETTINGS APPLICATION FORM St Mary's CE VA Primary School
Application for Use of School Premises**

Name of Applicant.....

Address.....

.....

Registration No. (if a Company).....

Tel.No.....

E-mail.....

FaxNo.....

Nature of Event:

Specify whether food and/or drink to be provided Yes/No

If yes, are you requesting use of school facilities? Yes/No

Will alcohol be available? Yes/No

Licenses required (eg liquor, public entertainment)? Yes/No

Animals (including guide dogs) to be present? Yes/No

Any commercial use (eg sales)? Yes/No

Dates/Times of hire

Numbers Attending (specify number of children and adults)

Adults Children

Premises and Facilities Requested (identify specific rooms etc)

Furniture and/or Equipment Requested Yes/No

If yes, please specify

Car Parking Required Yes/No

If yes, estimated number of spaces _____

Equipment to be brought on premises by hirer (including electrical)

[electrical equipment will require evidence of recent test, tested annually] Yes/No

If yes, please specify

Duration of event (include setting out and clearing away etc)

Publicity - will you be producing any publicity/promotional material? Yes/No

If yes, please provide details of approval

Any other requirements Yes/No

If yes, please specify

Where the event involves supervision of children, please confirm all adults have been or will be subject of satisfactory DBS checks. Confirmed Yes/No

The hirer confirms that:

- we will have adequate insurances for the event;
- we will have made their own arrangements for first aid;
- we will sign License and comply with the terms and conditions of use;
- we will pay all fees and charges notified.

Signed.....Date.....

on behalf of Applicant

The school may require further information before determining the application.

**ANNEX F
LICENCE AGREEMENT**

A LICENCE is made: Date.....

BETWEEN:

St Mary’s CE VA Primary School Governing Body
Church Rd, Yate, South Gloucestershire
('the Governing Body')
and

..... (hirer)

('the Hirer')

1 Definitions and Interpretation

1.1 For the purposes of this Licence

"the Authorised Activity/Use" the use specified in Schedule 1

"the Conditions" the general terms and conditions set out in Annex A

"the Premises" The rooms, land or other facilities at the School detailed in Schedule 1

"the Licence Fee" £

to be paid [monthly, quarterly]

[in advance/arrears]

"the Licence Period" As detailed in schedule 2

"the Public Liability Sum" the sum of £5 million

"the LA" South Gloucestershire Council

Lettings charges: September 2019

School Hall : £20 per hour

Hub: £20 per hour

Classrooms: £20 per hour

Car Parking: £10 per session

A subsidised rate may be agreed if more than one area is to be let.

2 The Licence

2.1 Subject to Conditions the Hirer is authorised to enter upon the Premises for the Licence Period to carry out the Authorised Activity/Use and for no other purpose whatsoever and shall not be entitled to exclusive possession of any part of the Land.

3 Hirer's Undertaking

3.1 The Hirer undertakes to comply with the Conditions.

3.2 During the Licence Period the Hirer shall comply with all statutory requirements and all requirements imposed by or under any statute byelaw regulation or order and with all requirements imposed by the Governing Body the fire officer, the public health authority and/or other competent body or authority in connection with the Authorised Activity/Use.

3.3 The Hirer shall not carry out any activity nor do anything on the Premises not specifically authorised by the Governing Body.

3.4 Where this Licence prohibits or places an obligation on the Hirer to do any activity action or thing this shall include an obligation to procure that such activity action or thing is (or is not as the case may be) done.

3.5 For the avoidance of doubt unless the Governing Body has given express written permission the Hirer shall carry out no works of any description on the Premises

4 Assignment Prohibited

4.1 This Licence is personal to the Hirer and may not be assigned or otherwise dealt with.

5 Liability Excluded

- 5.1 The Governing Body accepts and assumes no responsibility or liability for the state or condition of the Premises or its suitability for the Authorised Activity/Use.
- 5.2 The Hirer enters the Premises at its own risk and the Governing Body or the Diocese shall be under no liability to the Hirer or its agents servants employees or others on the Premises and the Hirer agrees to make any contractor or agent who carries out the Authorised Activity/Use on its behalf aware of the contents of this Licence.
- 5.3 The Governing Body and LA shall be under no responsibility to provide any services (including specifically water gas electricity or mains drainage) during the Licence Period.

6 Termination

- 6.1 This Licence shall cease immediately and without the need for notice to be given in the event of any breach of the terms of this Licence by the Hirer.
- 6.3 The termination of this Licence by whatever means shall in all cases be without prejudice to any claims which the Governing Body or LA may at the date of termination have against the Hirer.

SCHEDULE 1

Authorised Activity/Use

(Detail buildings, rooms, grounds and uses permitted. Be as specific as possible to limit activities to those permitted. Include parking, catering, toilets and access arrangements unless covered elsewhere eg in brochures/leaflets etc)

SCHEDULE 2

Licence Period

(Specify hours and times and dates, allowing for setting up clearing away etc)

(NB Additional provisions may be required eg if access arrangements are complicated (through other buildings, security doors etc. Also consideration may need to be given to parking arrangements.)

Signed on behalf of the School.....

Signed on behalf of the Hirer.....