

# **LETTINGS POLICY**

**Reviewed by: Finance & General Purposes Committee** 

**Approved: November 2017** 

**Next Review Date: November 2018** 

Company Registration Number: 07546118

### **LETTINGS POLICY**

The letting of the school premises by the local community is welcomed, subject to the following conditions:

- The use of the school premises for school functions will take priority over any lettings.
- The Governing Body will set charges for lettings guided by these principles:

Lettings to bona fide community groups will be charged at cost, to cover caretaking, energy, wear and tear and administration.

Subsidised lettings will be at the discretion of the Head teacher and be related to contributions made to the Academy by the letting organisation.

Lettings to all other hirers will be charged at cost plus a profit margin determined by the Governing Body.

Income derived from lettings will be retained by the school and costs to the school of lettings will be met from this income.

The school premises will not be let to individuals or organisations if there is reason to believe that the name of the school will be brought into disrepute.

Decisions whether to permit lettings will be made by the Governing Body. If the Headteacher believes a letting should not be permitted he/she will report the reasons to the Governing Body.

All persons hiring the school premises will be expected to conform to the relevant Health and Safety regulations. All hirers should ensure that users are aware of the fire exits.

The hirer should ensure that appropriate insurance is in place for the purpose of the hire and is sufficient to cover all its legal liabilities for accidents resulting in injuries to persons and/or loss of or damage to property, including the hired premises.

All persons hiring the school premises must carry sufficient Third Party Liability insurance to satisfy legal requirements.

First Aid is not provided and the hirer is responsible for making his/her own arrangements for first aid cover.

Site Manager/Premises Officer are to ensure buildings are opened on time and locked securely after the lettings have finished.

Smithdon High School Lettings Policy and a booking form to be completed by all hirers/organisations and signed by them and the Lettings Administrator (delegated role) to act as a binding contract and understanding of the above points.

It is the responsibility of any Clubs/Organisations/Persons hiring out the school to ensure that appropriate arrangements are in place to safeguard and promote the welfare of children and young people on our school site during the specified times of hiring. The hirers will be responsible for ensuring that their staff/helpers etc have had all necessary police checks if required.

The governing body reserves the right to see the hirer's policies/procedures regarding safeguarding and vetting.

Smoking is not permitted on the premises and is against the law from 1 July 2007.

Alcohol may only be consumed by prior consent of the Governing body.

School equipment can only be used with prior consent of the Governing body.

Any electrical equipment brought onto the premises by the hirer must have a certificate of safety from a qualified electrical engineer.

Male and female toilets and disabled facilities will be made available.

The hire charge will be reviewed annually.

Date: 29<sup>th</sup> November 2017

I have read this Lettings Policy and agree to uphold all conditions therein.

Organisation:	
Name of hirer:	
Signature of hirer:	
Date:	
Signed on behalf of Smithdon High School: _	nd /



# **APPLICATION TO HIRE SCHOOL PREMISES**

PART ONE: ACCOMMODATION REQUIRED.

Classroom	Football Pitch	Gym	Sports Hall
Main Hall	Playing Field	Cricket Pitch	Tennis Courts
Drama Studio	Rugby Pitch	Netball Courts	Changing Rooms & Showers
OTHER:			

HIRERS DETAILS.					
	Email				
on:					
	e)	То			
Dates:					
Purpose of Hire: (If fundraising state where proceeds will be applied)					
ming subsidised use)	Subsidy Level:				
	on:From (time	Email  on: From (time)  Dates: fundraising state where proceeds will be applied)			

# **PART THREE: DECLARATION**

I apply for the use of the above accommodation and facilities and if my application is approved I will pay all letting charges in accordance with the attached schedule of charges and agree to comply with the conditions below. I have attained the age of 18 years.

Signed Date



Headteacher: Mr S Wilson Smithdon High School Downs Road, Hunstanton Norfolk PE36 5HY Tel 01485 534541 Company Registration No. 07546118

Please return completed form to Main school office or email to office@smithdonhigh.org.uk

#### **BOOKING CONDITIONS**

All letting fees shall be paid promptly by the Hirer. Specific bookings may be made for single or repetitive lettings during periods of up to 28 days, defined as one month. Where the Hirer requires the use of a facility for, say, a term, a specific booking for a month with a provisional booking for a further period may be accepted. At the expiry of each specific booking period a provisional booking may be made for a further month. In the case of repetitive lettings the charge for each specific month will be in accordance with the scale of charges applying in that month and must be paid in advance to cover the specific booking.

A provisional booking may be cancelled by the Hirer at any time, but specific bookings cannot be cancelled unless 14 days prior notice has been given by the Hirer, where this period of notice has been given the fee relating to the hire may be refunded by the School. Where the School is obliged to cancel a specific booking for any reason other than at the Hirer's instigation then the fee will be refunded.

#### **CHARGES**

School may negotiate its own rates with Hirers for non-subsidised use. Where the Authority gives a subsidy to users on the Authority's Schedule of Subsidised Users the maximum rates that may be charged are shown in the Authority's 'Standard Scale of Letting Charges'. This will be revised with effect from 1<sup>st</sup> April each year.

#### LIABILITY OF HIRE

The School shall not be liable for any injury or damage to or loss of property, which shall or may occur to the Hirer, his assistants, servants or agents, or others entering the property in the exercise or purported exercise of the hiring. With the exception of injury or loss occurring by reason of the negligence of the School, its servants or agents acting within the scope of their authority.

The Hirer will indemnify and keep indemnified the School, its servants and agents from and against all actions, proceedings, costs, damages and expenses in regard thereto and also from, and against all other liabilities, claims, demands, proceedings, costs, damages and expenses in respect of injury to any person howsoever caused (including injury resulting in death) and damage to or loss of property arising from or in consequence of the exercise or purported exercise of the hiring. **The Hirer should therefore ensure that adequate insurance is purchased** to indemnify the actions of the group, its servants, assistants and agents which may result in claims for injury or property damage (Note 1) to members of the group, the School or others entering the property. For which claims the Hirer may otherwise become personally liable.

#### (Note 1)

Under the terms of the hire agreement with the School an insurance policy has been effected on the Hirers' behalf by the School. This policy indemnifies the Hirer against costs arising from the claims for damage to **School property only**, which have resulted from the negligent actions of the Hirer.

The cost of this insurance is included in the hire charge and in the event of a claim the Hirer is responsible for payment of the policy excess of £250.00.

#### **USE OF PREMISES**

**School Responsibilities:** For the duration of the letting period School will be responsible for providing the following:-

- Adequate means of escape in an emergency
- Adequate emergency equipment available for use, including:
  - Fire Extinguishers
  - o First Aid Equipment
  - Emergency information written information given at the time of booking venue and available upon request from the duty caretaker.
  - o Adequate heating, lighting and ventilation
  - Assistance available to deal with defects to School plant or equipment and ensure School premises are secured
  - o Sufficient information given to Hirers on operation of plant, equipment and emergency facilities

- Arrangements are in place to ensure the security of the premises at the end of the letting period if appropriate
- o A telephone for use in emergencies is located in the caretakers' office.
- A duty caretaker is on site for the duration of the letting and can be contacted on 07801 291464

**Hirers Responsibilities:** For the duration of the letting period the Hirer will be responsible for the following:

- Children under the age of 16 must be accompanied at all times by a responsible adult. This rule
  applies to all facilities that are being used by the hirer.
- Emergency procedures are followed
- No School equipment other than that specified at the time of letting is utilised
- · Familiarity with emergency equipment, such as fire extinguishers, alarms and first aid facilities
- Provision of an emergency contact telephone number for use in emergencies
- To ensure an emergency evacuation procedure is established. This will detail who will be responsible for taking control, calling emergency services and where to assemble (see enclosed document)
- Consideration should be given to the needs of any disabled participants and Hirers must ensure that they have procedures in place for assistance in the event of an emergency
- Facilities are used in a responsible manner, which does not compromise the safety of the users or the premises and equipment. This includes ensuring that:
  - Alcohol is not consumed except when special licences are granted
  - o Litter and property belonging to the Hirer or his servants or agents is to be removed at the end of the hire. Any costs incurred for removal of these items will be paid by the Hirer.
  - o Emergency exits, fire extinguishers, alarm points are not obstructed
  - o Hatched areas must be kept clear at all times.
  - o Adequate walkways are available to allow free and easy access and egress
  - Cables, rugs and any other loose items when being used in a performance area must be securely gaffered down at all times.
  - You must not nail, screw or drill into the stage walls or floors. The stage area must be protected from heavy items of set or sharp edges.
  - o Equipment is used for the purpose for which it was designed
  - No persons may operate any technical equipment, unless given permission in writing from the technical manager.
  - o No repairs to technical equipment must be undertaken.
  - o Rigging must comply with all Health & Safety regulations.
  - o All scenery needs to be fireproofed..
  - ALL electrical items brought into the building MUST be Portable Appliance Tested (P.A.T) and test certificates made available upon request.
  - No gas cylinders or canisters are used on the premises
  - o Combustible materials are not placed against any heat source.
  - Flammable and/or hazardous substances are not to be used
  - Arrangements are in hand to ensure the premises are secured at the end of the letting period if appropriate. You must inform the duty caretaker if you end your session earlier than the scheduled time.
  - o Smithdon High School is a NON-SMOKING SITE
  - The Hirer or his servants or agents shall not infringe any copyright or performing rights and undertake to indemnify the School against the costs for infringement
  - The Hirer will only use the rooms or facilities as specified by the Lettings Administrator. All other rooms or facilities must not be used under any circumstances.

#### **CHARGES FOR SPORTING USE**

The Hirer is reminded that the charges for sporting use relate to facilities available of a suitable standard for pupils. Should a Hirer require facilities of a higher standard then the Hirer will be responsible for any additional costs incurred.

#### SCHOOL KITCHEN

The School Kitchen is only available for use by persons holding a current food hygiene certificate and after prior consultation with the School Catering Manager and all health and safety requirements must be strictly followed

## **ADDITIONAL CHARGES FOR WEAR & TEAR ON EQUIPMENT**

The School will apply an additional charge for any school equipment used by the hirer. You will by notified of this fee upon placing the booking. E.g. Use of a piano will incur an additional fee of £1.00 per session.

I have read and understood the above conditions of hire and hereby agree to all the requirements and terms. I will retain one copy for myself and return the other to the Letting Administrator.

Signature:	Print Name:	Print Name:	
Name of Organisation:			
Date:			

## **SAFE EQUIPMENT AND PREMISES**

It is the responsibility of the Hirer to ensure that all electrical equipment, especially amplifiers, used in Smithdon High School complies with all current safety regulations. School equipment will only be supplied for use by hirers through the Letting Administrator.

It is the responsibility of the Hirer to ensure that <u>all</u> equipment is safe and regularly tested, equipment that has not been tested will not be allowed onto the premises. The use of electrical extension leads will not be permitted.