

# Grendon Underwood Combined School



## Lettings Policy

Committee responsible	Resources
Date agreed:	February 1st 2022
Review date:	Spring Term 2024

### **Use of premises**

Use of the school's premises, its facilities (including the school grounds) is subject to the following rules and in the case of the hirers, to certain standard conditions.

### **Equal opportunities**

All applicants seeking to hire the premises shall be treated on equal basis regardless of sex, race, disability religion or belief, sexual orientation or gender reassignment. The Senior Leadership team will however reserve the right to refuse applications where the purchase of hiring will come into conflict with the school's ethos.

### **Applying to use the school**

Application to hire the school should be made to the school office with reasonable notice.

The right to refuse any application for the use of the premises or grounds is reserved to the Governing Body or the The Senior Leadership team acting on its behalf which may do so without giving written reason for the refusal.

Application to hire the school should be made to the school office with reasonable notice. A lettings application form should be completed. (Appendix B)

Once a letting has been approved a letter of confirmation should be sent to the hirer setting out full details of the letting and enclosing an invoice for the cost of the letting with a timescale indicated for payment.

Long term lettings should be reviewed on an annual basis.

The headteacher or chair of the Governing Body shall have immediate power to terminate any agreement relating to the hire of the school's premises or grounds, if it is considered that the hirers have in any way damaged the buildings or any part of the premises including fixtures, fittings or furniture or have subjected them to wear and tear or are in any way guilty of a breach of the agreement. Such termination will not release the Hirer from any obligations or affect any rights or remedies that the Senior Leadership team may have.

### **Hours of opening**

Facilities at the school are normally available for the use of outside hirers between the hours of 7.30 am and 6pm on school holidays. In the school week, it

may be possible to hire sections of the school premises in discussion with the headteacher.

### **Facilities and Capacity**

School sports hall with changing facilities maximum capacity 344

Classrooms (music, art, IT suite)

Forest school site (bookable only with a Level 3 Forest School Leader)

Other parts of the school may be hired in discussion with the headteacher.

### **Safety Requirements**

Nothing shall be done which will endanger the users of the building and the school's Health and Safety policy must be adhered to. Nothing shall be done to endanger the users of the building or invalidate policies of insurance relating to the school and its contents.

Obstructions must not be placed in gangways or exits nor in front of emergency exits which must be available for free public access at all times.

Fire fighting must remain in place and only used for intended purposes.

The fire brigade must be called to all incidents of fire however small and details given to the headteacher.

Performances involving danger to the public shall not be permitted.

Highly inflammable substances shall not be brought into or used in any part of the premises. No internal decoration of a flammable nature should be erected without the consent of the headteacher or member the Senior Leadership team

No unauthorised heating appliances shall be used on the premises.

All electrical equipment brought into the premises should comply with Electricity at Work Regulations and the Governing Body negate any liability for all claims and costs arising out of or in any way connected to the use of such equipment. First aid boxes are available upon request. Information about their location can be provided upon request.

### **Supervision**

The hirer and person in charge or on duty shall have been informed of the procedure for evacuation of the premises and shall be familiar with the fire fighting equipment available.

### **Intoxicating liquor and food**

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the express permission of the Headteacher or Senior Leadership team, whose written consent must also be obtained before seeking any Occasional Licence or permission for the sale of alcoholic liquor.

### **No Smoking/vaping**

There is strictly no smoking or vaping on or near the school premises.

### **Betting or gaming**

Nothing shall be done on or in relation to the premises or grounds in contravention of the law relating to betting, gaming or lotteries and any persons or organisations responsible for functions held on the premises shall ensure that the requirements of the relevant legislation are strictly adhered to.

### **Other licences and permissions**

Permission or licence must be obtained from the copyright owner, the owner of the song recordings if appropriate and the publisher for any public performance of music, musicals or operas or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

The onus is on the hirer to obtain the appropriate licence from the local council ensuring such application is made in sufficient time before the performance.

It is the responsibility of any user which uses recorded music in its activities to check if it requires a licence from Phonographic Performances Ltd (PPL) and if so, obtain one. Any user performing live music is responsible for checking whether a Performing Rights Society (PRS) licence is required. Details must be kept of the works performed.

Public music, singing and dancing can only take place on premises which have an Entertainment Licence which the hirer must obtain from the District or Borough Council.

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder save in certain circumstances. Any infringement of this is liable to prosecution.

### **Storage**

The permission of the Senior Leadership team must be sought before goods or equipment are left or stored on the school premises.

### **Loss of property**

The Governing body and the Senior Leadership team cannot accept responsibility for damage or loss or theft of hirers' property and effects.

### **Car parking**

Cars shall not be parked so as to cause a nuisance or obstruction at the entrance or exits to the school. In particular the hirer must ensure that all exits and entrances are not obstructed and emergency vehicles can gain access at all times. Users of the school should avoid undue noise on arrival or departure to the school.

### **Nuisance**

Litter should not be left on the school site.

Except in the case of trained (or training) dogs for good, animals are not permitted on the school grounds.

Hirers and organisers of events on the school premises are responsible for ensuring that the noise level of their functions does not interfere with other activities with the building nor to cause inconvenience for the occupiers of nearby homes and premises.

### **Block bookings**

Block booking, period bookings or booking more than 3 months in advance will only be accepted provisionally. The Senior Leadership team reserves the right to refuse any application or terminate any booking with reasonable notice.

### **Care and use of the premises**

Premises must be left as they stand and no alterations or additions shall be made to lighting, heating, seating, gangway, fixtures or other arrangements of the accommodations except with the express permission of the Headteacher.

Any special arrangement such as seating, must be requested in the application and any additional costs incurred by the school, paid by the hirer.

No bolts, screws, nails, locks, or adhesives shall be driven in or used on any part of the premises other than for the materials displayed on boards specifically for that purpose.

Hall floors are used by the children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in the school buildings.

School equipment is not for the use of the hirer and this includes the photocopier and school PE equipment - unless agreed beforehand.

### **Special rules for sports hall usage**

The following additional special rule will apply to the use of the sports hall:

Correct footwear to be worn

Ball games to ...be only soft ball due to the height of the sports hall and tiled ceiling

No astro turf trainers

No muddy boots or trainers

No smoking

No chewing gum

No glass

### **Hiring cost and charges**

Hiring charges dependant upon areas required

Payments for the use of premises will normally be inclusive of all payments payable to the school via bacs, full details will be supplied on confirmation letter. Payments must be made 2 weeks in advance of the booked date unless in the case of a block booking.

Non-payment may result in the termination of usage of the school facility.

Payments are non refundable, if the event is cancelled for any reason a replacement date can be discussed with the school, subject to availability.

The school must be left tidy after use. Should the premises require more than half an hour cleaning after the letting time, hirers will be charged the extra cost. No allowance is made for this in the quoted total charge.

The hirer shall accept full responsibility for reimbursement to the school for any additional staffing costs resulting from the use of the premises or grounds by the Hirer and the cost of reinstating, repairing or replacing any part of the school property that is damaged, destroyed, stolen or removed during the letting. The Hirer shall undertake to accept as final and conclusive the decision of the The Senior Leadership team as to the fact of any such loss, injury or destruction and as to the amount of such expenses.

### **Indemnity and Insurance**

Lettings are made on the understanding that the Heateacher and Governing body are indemnified by the Hirer against any loss, damage, costs and expenses during the use of the school premises by the Hirer except where such loss damages costs and expenses are directly attributable to the negligence of the employees of the school.

The Hirer shall insure with a reputable insurance office approved by The Senior Leadership team (who will take advice from the school's insurers in this respect) against such funds as the Hirer may become liable to pay as compensation arising out of bodily injury or illness (fatal or injury) to any person and/or costs, fees, expenses loss or damage caused to the property or the premises by any act of neglect of himself his agents or any persons resorting to the promises by the reason of the use of the premises by the Hirer.

Unless specifically agreed by the school, the insurance cover shall provide a limit of indemnity of not less than £5,000, 000 in respect on one incident and to include liability for the premises including liability for fire and explosion risks arising from the hire of the property.

The Hirer shall produce the policy of insurance and receipts for the current premiums upon request by the Headteacher or The Senior Leadership team within 7 days of a request.

It is a condition of hiring the premises that hirers have in place a policy on child protection and that the premises are not used for meetings which might promote extremism.

## **Appendix A**

1. The hirer must be willing to meet with school officials to discuss the aims and objectives.
2. The Headteacher will ensure that all costs of the lettings are covered.
3. Each hirer using the school will be required to nominate a contact person. Such a person is deemed in charge and able to investigate any difficulties that arise.
4. The Governing body will determine if a nominated person from school is required on site when the premises are being used. If not a responsible person must be on call.
5. A letting indemnity form must be completed by all applicants and a signed copy of the form will be returned to the hirer.
6. No letting will be approved giving the user exclusive possession - this is a legal requirement not to be confused with a sole letting.
7. Copies of insurance documents must be attached with the application with proof of adequate cover.
8. All hirers must comply with health and safety regulations.
9. The hirer is responsible for ensuring that DBS checks have been undertaken where appropriate.
10. Arrangements for payment of each letting will be made in advance with the hirer.



<b>USE OF SCHOOL PREMISES APPLICATION FORM</b>
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1. Name of Organisation:

\_\_\_\_\_

Name of Applicant:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Telephone :

\_\_\_\_\_

2. Name and address of person to be billed (if not as above):

\_\_\_\_\_

\_\_\_\_\_

3. Details of premises required:

a) Name of School::

\_\_\_\_\_

b) Date(s) required:

\_\_\_\_\_

4. Areas Required:

TYPE OF ACCOMMODATION	TICK IF REQUIRED	TIME FROM	TIME TO
Sports Hall			
Sports Hall Changing rooms			
Sports Hall Kitchen			
Music Room			
IT Suite			
Art Room			
Forest School			

Outdoor playground area			
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4. Purpose for which premises are required:

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a) If the letting is of commercial nature, please supply details: \_\_\_\_\_

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b) Will the general public be admitted ? Yes\* / No (delete as appropriate)

c) Details of admissions charges \_\_\_\_\_

d) Is Copyright music to be performed ? yes\*/No (delete as appropriate)

e) Will the use of a piano be required ? Yes\*/No (delete as appropriate)

f) Approximate number of people attending : \_\_\_\_\_

g) Is alcohol to be served ? Yes\*/No (delete as appropriate)

h) Do you intend to use/bring into the premises any additional electrical equipment: Yes\*/No (delete as appropriate)

\*If you have answered yes to any of these, please provide further details on a separate sheet