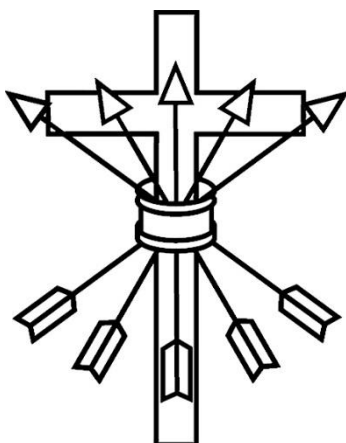


# WADDES DON CHURCH OF ENGLAND SCHOOL



## LETTINGS POLICY

<b>STATUS OF POLICY:</b>	<b>Part of Financial Procedures</b>
<b>BASED ON LA PROCEDURE DATED:</b>	-
<b>COMMITTEE RESPONSIBLE:</b>	<b>Finance and Property Committee</b>
<b>GOVERNING BODY APPROVAL:</b>	
<b>REVIEW DATE:</b>	<b>January 2020</b>

## **1. 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 hirers, to certain standard conditions incorporated into the hiring agreement.

## **2. EQUAL OPPORTUNITIES**

All applicants seeking to hire the premises shall be treated on an equal basis regardless of sex, race, disability, religion or belief, sexual orientation or gender reassignment. Governors will, however, reserve the right to refuse applications where the purpose of the hiring will come into conflict with the School's Trust Deed or the ethos of the school.

## **3. APPLYING TO USE THE SCHOOL**

- a. Application for the use of the school should be made to the Site Manager. It is expected that applicants will give reasonable notice.
- b. The right to refuse any application for the use of the premises or grounds is reserved to the Governing Body or the Headteacher acting on its behalf, which may do so without giving written reasons for the refusal.
- c. The Headteacher, or Chairman of the Governing Body, shall have immediate power to terminate any agreement relating to the hire of the school premises or grounds if it is considered that the hirers have in any way damaged the buildings or any part of the premises including fittings, fixtures or furniture, or have subjected them to undue wear and tear or are in any way guilty of a breach of the hiring agreement. Such termination will not release the Hirer from any obligations or affect any rights or remedies that the Governing Body may have.

## **4. HOURS OF OPENING**

Facilities at the school are normally available for the use of outside hirers between the hours of 6.30pm and 9.30pm on weekdays. In exceptional cases these hours may be extended on application to the Site Manager.

## **5. FACILITIES AND CAPACITY**

School Hall has a maximum capacity of 200 seated

Classrooms/Boardroom

Sports Hall with changing facilities

All Weather Pitch

Information about other school facilities is available on application to the Site Manager.

On no account must the stated capacities be exceeded.

## **6. SAFETY REQUIREMENTS**

The school has been granted a public entertainment licence. All conditions attached to the granting of the licence, stage play or other licences and the School's Health & Safety Policy must be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and to its contents. In particular:

- a. Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and egress at all times;

- b. The emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes;
- c. Fire fighting apparatus must be kept in its proper place and only used for its intended purpose;
- d. The fire brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Headteacher;
- e. Performances involving danger to the public shall not be permitted;
- f. Highly inflammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay etc) shall be undertaken or erected without the consent of the Governing Body;
- g. No unauthorised heating appliance shall be used on the premises;
- h. The First Aid Box shall be readily available to all users of the premises. Information about the location of these boxes will be provided to the hirer at the time of booking. The Headteacher shall be informed immediately of any accident or injury occurring on the Premises and shall provide a written report of the incident.
- i. All electrical equipment brought into the building shall comply with the Electricity at Work Regulations 1989. The Governing Body and County Council disclaim any responsibility for all claims and costs arising out of or in any way relating to such equipment.

## **7. SUPERVISION**

The Hirer and persons 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.

## **8. INTOXICATING LIQUOR AND FOOD**

No intoxicating liquors are permitted to be brought, sold or consumed on any part of the premises without the express permission in writing of the Governing Body, whose written consent must also be obtained prior to seeking any Occasional Licence or Permission for the sale of alcoholic liquor.

**No food or drink of any kind may be brought into the Sports Hall/Movement Studio or onto the All Weather Pitch.**

## **9. NO SMOKING**

There is strictly no smoking in any part of the site or buildings.

## **10. BETTING, GAMING AND LOTTERIES**

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

## **11. 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, 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 make application 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, to 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.

## **12. STORAGE**

The permission of the Governing Body must be obtained before goods or equipment are left or stored at the school, except that the Site Manager is authorised to grant permission for the overnight storage of goods and equipment brought to the school for a particular function or event.

## **13. LOSS OF PROPERTY**

The Governing Body cannot accept responsibility for damage to, or the loss or theft of, hirers' property and effects.

## **14. CAR PARKING**

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the school. In particular the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. Where parking accommodation is provided and available, this must be used, and users of the school should avoid undue noise on arrival or departure.

## **15. NUISANCE**

- a. Litter shall not be left in or about the school premises
- b. Except in the case of trained guide dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises
- c. 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 within the building nor to cause inconvenience for the occupiers of nearby homes and premises.

## **16. BLOCK BOOKINGS**

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

## **17. CARE OF THE PREMISES**

Premises are let as they stand and no alterations or additions shall be made to lighting, heating, seating, gangway, fittings, fixtures or other arrangements of the accommodation except with the express permission of the Letting Officer.

Any special arrangements, for example for seating, must be requested in the application and any additional costs incurred by the school paid for by the Hirer.

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

Hall floors are used by 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 school buildings.

## **18. SPECIAL RULES FOR THE USE OF THE SPORTSHALL**

The following additional special rules will apply to the use of the Sports Hall:

Correct footwear to be worn – Non Marking trainers

### **NO ASTRO TURF TRAINERS**

No muddy or dirty footwear

No smoking

No chewing gum

No Glass

Strictly no food or drink permitted

Caretakers should be present when moving equipment

## **19. SPECIAL RULES FOR THE USE OF THE ALL WEATHER PITCH**

The following additional special rules will apply to the use of the All Weather Pitch:

Correct footwear to be worn – **NO BLADES**

No muddy or dirty footwear

No smoking

No chewing gum

No glass

No animals

No vehicles except maintenance vehicles

Caretakers should be present when moving equipment

## **20. HIRING COST AND CHARGES**

**Hire costs are payable half-termly in advance for block bookings, and in advance for all other lettings.**

The charges made for the use of the premises will normally be inclusive of all payments for the caretaker or other staff employed by the school.

The school must be left tidy after use. Should the premises require more than half an hour cleaning/caretaking time after the letting, Hirers will be charged at the full extra cost. No allowance has been made for this in the quoted total charge given.

The Hirer shall accept full responsibility for re-imbusement to the school for any additional staffing costs resulting from the use of the premises or grounds by the Hirer and the cost of re-instating, repairing or replacing any part of the accommodation or any property in or upon the accommodation which is damaged, destroyed, stolen or removed during the letting. The Hirer shall undertake to accept as final and conclusive the decision of the Governing Body as to the fact of any such loss, injury or destruction and as to the amount of such expenses.

<b>Boardroom/Function Room</b>	<b>£200 a day</b>
<b>School Hall</b>	<b>£30 per hour</b>
<b>Library</b>	<b>£15 per hour</b>
<b>Sports Hall</b>	<b>£28 per hour</b>
<b>All Weather Pitch</b>	<b>Half Pitch - £55 per hour Full Pitch - £80 per hour</b>
<b>Changing/shower facilities</b>	<b>Additional £15 per letting</b>
<b>Weekend Hire (subject to availability)</b>	<b>Additional £30 per letting</b>

## **22. INDEMNITY AND INSURANCE**

Lettings are made on the understanding that the Governing Body is 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 Governing Body.

The Hirer shall insure with a reputable insurance office approved by the Governing Body, (who will take the advice of 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 otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents or any person resorting to the premises by 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 £2,000,000 in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the hire of the premises.

The Hirer shall produce the policy of insurance and receipts for the current premiums upon request by the Site Manager, Headteacher or Governing Body within seven days of a request.

The Hirer must ensure such fire, health and safety and other precautions as are required by the Governing Body are properly implemented and observed. The Hirer must complete an Accident Report Form in respect of any accident occurring during a letting and report it to the Headteacher as soon as possible.

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.