

BEREWOOD PRIMARY SCHOOL



Lettings Policy

Spring 2020

Revised by School	Spring 2020
Responsible Person	Ricky Leigh (headteacher)
Responsible Committee	Finance and Resources Committee
Ratified by GB	2 March 2020
Next Review	Spring 2021



BEREWOOD PRIMARY SCHOOL

A distinctive vision

At Berewood Primary School we see education as a journey of discovery to fire the imagination, to establish a sense of self, and to gain the confidence to take full part in the wider world.

An ethos of local partnership

Berewood Primary School and the University of Chichester Academy Trust share the belief that education has the power to transform society. Our school is deeply rooted in its locality and encourages the involvement and interest of parents and the community, recognising that strong and vibrant communities have partnership and inclusion at their heart.

LETTINGS POLICY

The governors of Berewood Primary School will ensure that school facilities are made available to the community served by the school, subject to the school's own requirements, any policy of the University of Chichester Academy Trust and any advice given by the Local Education Authority.

The school reserves the right to accept or refuse lettings at its own discretion.

Charges

The governing body shall determine the charges to be made for the use of school facilities and these should at least cover the actual costs incurred by the school, including caretaking and other 'indirect' costs.

Charges will be invoiced monthly or termly, by agreement.

VAT

The University of Chichester Academy Trust is not registered for VAT so no Vat is applicable to the hire charge. Please check with the Director of Financial and Commercial Services if you require further information on VAT.

Procedure for arranging a hire

The hirer should complete and sign a hire agreement form

The hirer should receive a copy of the conditions of hire at the time of booking (See Appendix 23E). This signature will be deemed to be acceptance of the hire conditions.

The school's insurance policy gives public liability cover to most hirers of £1m but some activities are excluded from this cover. Please check with Marsh Insurance (client number 66759) to check if a particular hire is covered (schools.uk@marsh.com)

Headteachers should ensure that hirers have their own insurance to cover themselves against claims for personal injury or damage to/loss of property or any negligent act by persons running the activity, their servants or agents whilst on school premises.

Caretaking services

Where use of facilities takes place outside the normal hours of duty of the caretaking staff, the caretaking staff may be invited to work overtime. Alternatively governors may wish to employ other personnel or to appoint other keyholders, although any changes to custom and practice must be agreed with the caretaker. To avoid any unauthorised use of premises or equipment, the person responsible for security should be informed of the exact extent of the facilities authorised for use by each hirer and the approved time of use

Safety

In relation to activities for children, the hirer must ensure there are sufficient adults present to be in full control of the children throughout the whole period during which they are on the school site. Hirers should also be given guidance on the maximum number that can safely be accommodated.

The headteacher is responsible for ensuring that the person(s) running the activity is both technically competent to run the activity and suitable to be responsible for children, including DBS checks as appropriate. The headteacher is advised to retain a copy on file of any qualifications, references etc.

In accordance with Health and Safety best practice the headteacher/site manager/finance officer will also ensure that:

- Third parties and other extended service users operate under hire agreements
- A risk assessment for the activity is completed
- The premises is safe for use and is inspected prior to, and after each use
- Means of general access and egress are safe for use by all users
- All provided equipment is safe for use
- Fire escape routes and transit areas are safe and clear of hazards
- Hirers/users are formally made aware of fire safety procedures and equipment

The SEND and DISABILITY DISCRIMINATION ACT

It is illegal to discriminate against individuals with disabilities or groups catering for those with disabilities when letting school facilities.

Monitoring and Evaluation

This policy is reviewed annually.

APPENDIX A: Hire charges (to be determined by the Governing Body)

Indicative charges are £20.00 per hour per space required, with an additional cost of £12 per hour for any site manager costs. Upon receipt of an Application for Hire of Facilities form (Appendix E) a confirmation of costs will be prepared.

APPENDIX B: Conditions of hire for issuing to the hirer

Berewood Primary School

- 1 In these conditions:
'School' means the school identified at the head of this document. The Trust means the University of Chichester Academy Trust. 'County Council' means Hampshire County Council.
- 2 **Acceptance of conditions**
The hiring of accommodation/facilities/premises is permitted only on the conditions outlined in the following regulations. Acceptance of the hire agreement is deemed to be acceptance of these conditions.
- 3 **Compliance with conditions**
The Hirer (the person or body to whom the hire is granted) shall be responsible for compliance with these conditions.
- 4 **Applications**
Applications for the hire of premises should normally be made at least three weeks in advance. In general, reservations will not be accepted for dates more than twelve months in advance, except for special events such as those needing extensive preparations.
- 5 The Hirer shall satisfy himself that the facilities to be hired are suitable for his purposes.
- 6 The use of the premises must not interfere with the proper working of the School or impair its efficiency. In particular the Hirer acknowledges that it will not have exclusive use of the site.
- 7 **The Hall**
Only suitable footwear should be worn in the hall. No school games equipment may be used without permission and gymnastic equipment can only be used when an adult with recognised qualifications for the proposed activity is personally supervising at all times. For safety reasons, this condition also applies to other activities with young people. For further guidance the Hirer should consult the regulations described in the HCC document 'Safety in Physical Education' available at the school.
- 8 **Grass sports pitches and hard court multi-use games areas**
 - (i) These facilities should be used for their intended purposes only ie. participation in formal and informal play and sport.
 - (ii) The grass sports pitches and hard court multi-use games areas shall be hired, together with access to toilets and changing accommodation at the School. The Hirer shall ensure that they do not permit access to any other parts of the School.
 - (iii) The grass sports pitch shall be marked out for that sport and the hard court multi-use games area may have indicative markings for sports like netball, basketball, tennis and small-sided football. No additional marks shall be made to the sports pitch or hard court areas by the hirer.
 - (iv) The grass sports pitches shall have a limited playing capacity. The School reserves the right to restrict use of the grass sports pitch to protect it during inclement weather; when damaged or under repair; when waterlogged; or to fit in with the School curriculum or School demands.
 - (v) Litter must be removed from the facility at the end of the hire session.

- 9 Catering facilities
The Hirer must agree to the contractual, hygiene and health and safety obligations set out by the School and/or HC3S and to the payment of the deposit 10 days prior to the hire and the payment of the hire charges. This is in addition to any separate charges levied by the school for the use of any school facilities used in conjunction with the hire of the catering premises.
- 10 School equipment
No use may be made of apparatus such as stage fittings, pianos etc., without specific permission.
- 11 Fabric and fittings
The fabric and fittings (including electrical installations) and contents of the premises shall not be interfered with in any way. No treatment shall be given to prepare a floor for dancing and the wearing of stiletto heels is prohibited. Only authorised persons shall use steps or ladders. No nails or screws shall be driven into the walls, floors, ceilings, furniture or fittings, and no placards shall be affixed to any part of the premises. The School's furniture (other than chairs in the hired accommodation) and equipment shall not be moved except by prior arrangements. Official exit ways must be kept clear at all times. Any alteration or addition to the School's lighting or electrical heating systems is strictly forbidden, except with the written consent of the headteacher. Consent may be subject to conditions, which the Hirer will be required to observe. The Hirer shall, at the end of the hire period, leave the accommodation in a reasonable tidy condition, all equipment being returned to the correct place of storage.
- 12 The Hirer is responsible for the safe guarding and safe keeping of all items belonging to the Hirer, its guests/delegates or third parties engaged by it. The School accepts no responsibility for such items anywhere on the school site.
- 13 Storage
Storage facilities cannot usually be provided. When Hirers are permitted to leave equipment on the premises, they do so entirely at their own risk.
- 14 Hirer's property
Furniture and apparatus required may be brought on to the premises at the Hirer's own risk. Hirers shall not bring on to the premises, without the prior consent of the governors, any article of an inflammable or explosive nature, nor any article producing an offensive smell, nor any other substance, apparatus, or article of a dangerous nature.
- 15 The Hirer shall indemnify the establishment and the University of Chichester Academy Trust against all claims for damages, compensation and/or costs in respect of:
- (i) bodily injury or illness to Third Parties, and/or
 - (ii) damage to Third Party property caused by or arising out of or being incidental to the Hirer's use of the premises.
- 16 The Hirer shall be responsible for loss or damage to the establishment's premises and contents therein the property of Hampshire County Council or the University of Chichester Academy Trust.
- 17 The Hirer shall effect adequate insurance in respect of the liabilities and the loss or damage referred to respectively in Conditions 15 & 16 above. (See the Annexe to this section for explanatory notes on insurance).

18 Refusal of hire

The governors may refuse an application to hire the premises if:

- a) The premises are required by the School.
- b) There has been any damage to the property, or breach of these conditions during previous use of the premises by the Hirer.
- c) For any other reason the governors deem it necessary or expedient to refuse the application.

No compensation shall be payable by the governors by reason of such a decision.

19 Cancellation by the governors

The School reserve the right to cancel any hiring without notice if:

- (i) the accommodation will, due to circumstances outside their control, be unavailable for the hire period or
- (ii) the Hirer has failed to disclose material information concerning the proposed hiring, or
- (iii) there are reasonable grounds to conclude that the Conditions of Hire may be breached to a material extent.

In the event of (i), all hiring fees will be refunded to the Hirer, but the School shall have no further liability to the Hirer. In the event of (ii) and (iii), any refund of hiring fees shall be at the discretion of the School.

Apart from exceptional circumstances, the governors will give at least four weeks' notice to the Hirer, should it become necessary to cancel or postpone a letting.

20 Cancellation by the Hirer

The Hirer must give at least four weeks' notice of cancellation to the headteacher, acting for the governors. If any shorter period of notice is given, the governors reserve the right to pass on to the hirer any costs unavoidably incurred or to impose a cancellation charge.

21 Payment of charges

The Hirer shall pay the hiring fees, including any deposit, at the rates and times set out in the attached Schedule.

- 22
- (i) The Hirer acknowledges that in the event that the Hirer cancels the hiring there will be a cancellation fee payable as set out in the attached Schedule and any refund of monies already paid will be at the discretion of the School.
 - (ii) All hire charges must be paid within one month of the invoice being issued. This invoice will be issued at the end of each month for all the hires that have taken place in that month.
 - (iii) The School reserves the right, on proper notification, to invoice the Hirer for any charges arising from excessive cleaning time incurred as a result of the Hirer failing to leave the accommodation in a reasonable condition, or for repair of the premises or equipment damaged by the Hirer, or resulting from the Hirer failing to vacate the premises by the time stipulated in the hire form.

- (iv) The Hirer shall, if so demanded, pay at the time of booking a refundable deposit to be held by the governors against costs unavoidably incurred as the result of insufficient notice of cancellation of booking, any damage caused by the Hirer, or additional cleaning required as a result of the premises not being left in a reasonably tidy condition. The proportion of the deposit to be retained will be decided by the governors and their decision will be final. Use of school meals facilities and equipment is subject to HC3S conditions.

23 Statutory requirements

- (i) All statutory requirements, including those relating to health and safety and public entertainments, must be strictly fulfilled by the Hirer. Film, music, dancing, indoor sporting events and stage events may be considered to be regulated entertainment and, as such, are licensable activities which require authorisation from the local licensing authority. For all regulated entertainment, it is the Hirer's responsibility to inform the local Licensing Authority and obtain the appropriate licence. This applies if tickets are to be sold at the door or advertised to the public, but also if tickets are offered to friends and neighbours or even if admission is free and open to all.
- (ii) No musical works in the repertoire of the Performing Rights Society may be performed in public on the premises unless the Hirer has obtained the permission of the society. No copyright material may be delivered or performed unless the consent of the owners of the copyright has been obtained by the Hirer. The Hirer must indemnify the school and the County Council against any action for breach of copyright.

24 Attendance and behaviour

- (i) The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approved.
- (ii) The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated. The Hirer shall at all times provide an adequate number of supervisors for any activity and those supervisors shall be present throughout the hiring period. The Hirer shall be liable for damage caused by unruly or inappropriate behaviour.
- (iii) It is the Hirer's responsibility to ensure that all those attending are made aware of their responsibilities, and the County Council's and Hirer's insurance arrangements.

25 The School reserves the right to exclude individuals or companies that it considers undesirable or inappropriate. The headteacher reserves the right to require a representative to be in attendance for the preservation of good order and safety and to recover from the Hirer any additional expenses incurred as a result of this condition. If the headteacher's representative considers the behaviour of the Hirer, its guest/delegates or third party contractors to be unreasonable, then the representative may cancel and/or terminate the event with immediate effect and the School shall not be obliged to refund any part of the Hire charge.

26 Alcohol

In no circumstances shall alcoholic drinks be available at any function without prior written consent of the governors. Permission will be granted only in exceptional circumstances. Applications must be made in writing at the time the Hirer applies for the use of the premises. If permission is granted for alcoholic drinks to be sold it will be the responsibility of the Hirer

to ensure that a Temporary Event Licence is obtained from the local Licensing Authority. The Hirer agrees to comply with all conditions and limitations attached to the Temporary Events Notice he obtains.

- 27 The School reserves the right to require sight of a Temporary Event Notice prior to the letting.
- 28 **Gambling**
The premises may not be used for games of chance, other than bingo, unless specific permission has been granted by the governors.
- 29 **Emergency evacuation procedures**
Hirers shall familiarise themselves with the fire precautions in force on the premises and with the means of evacuation in the event of a fire, bomb warning or any other threat to safety. The Hirer is responsible for ensuring that persons attending are made aware of the evacuation procedures. Fire and other exits must be kept clear at all times.
- 30 **Smoking**
No smoking is allowed.
- 31 **Site Maintenance Co-ordinator**
The site maintenance co-ordinator is instructed by the governors to ensure that the conditions of hire are fully complied with. All reasonable instructions given by the caretaker on duty must therefore be followed.
- 32 Use of the premises is limited to the accommodation hired and necessary facilities such as toilets. Car parking is permitted in designated areas at the premises subject to availability.
- 33 **Right of access**
The governing body and its agents reserve the right of access to the premises during the letting.
- 34 The headteacher or his/her representative reserves the right to suspend or withdraw use of the school by an individual group with immediate effect on the following grounds:
- causing intentional damage to the school, its equipment or any personal belongings of other users
 - violent, threatening or abusive behaviour to a member of staff or other users
 - theft of any property belonging to the School or other users
 - disruptive behaviour which is interfering with the activities of others
 - behaviour which puts at risk the health, safety or well-being of others
 - non-compliance with or breach of licensing laws
 - behaviour which is deemed to be offensive and/or results in complaints from users
 - refusal to follow reasonable directions from the caretaker or other members of the school's staff
 - non-payment of school invoices
 - any other behaviour which is considered inappropriate to the smooth and efficient operation of the School, or against the interests of all users.

Following the suspension, the user will be given reasons in writing and will be offered the opportunity to appeal to the governing body of the School whose decision will be final.

- 35 The Hirer may not assign or sub-let the hire of the School.

APPENDIX C

HIRER'S INSURANCE – INDEMNITY CLAUSE

In accordance with the terms of hiring it is customary to require persons/organisations to accept responsibility for damage to the premises and its equipment and for the Third Party claims involving injury to persons and/or damage to property.

A INJURY TO PERSONS OR PROPERTY

- 1 The Hirer shall indemnify the school and University of Chichester Academy Trust against all claims for damages, compensation and/or costs in respect of:
 - (i) bodily injury or illness to Third Parties, including the Trust's servants and agents and/or
 - (ii) damage or loss to Third Party property caused by, or arising out of, or being incidental to the Hirer's use of the premises.

- 2 The Hirer shall effect adequate insurance to cover this liability with a minimum limit of indemnity of
 - £10 million for commercial hirings except where otherwise agreed
 - £5 million for non-commercial hirings

B DAMAGE TO PREMISES AND EQUIPMENT

- 1 The Hirer shall be responsible for the loss of, or damage to the premises and contents therein, which is the property of the School and/or Hampshire County Council, except when loss or damage to the premises or contents are as a result of the negligence of the School or Hampshire County Council.

- 2 The Hirer shall effect adequate insurance to cover this liability with a minimum limit of indemnity of
 - £10 million for commercial hirings except where otherwise agreed
 - £5 million for non-commercial hirings

Hirers must produce evidence that the required insurance cover is in place at least 7 days before the event.

NON-COMMERCIAL HIRERS

Due to difficulties experienced by non-commercial hirers in arranging Public Liability Insurance with a Limit of Indemnity of at least £5 million (the lowest limit acceptable for use of Hampshire County Council premises) Hirers who cannot produce evidence of Public Liability Insurance, must as a condition of the proposed hiring, accept the Hirer's Insurance arranged through Marsh Insurance Ltd, (provided they do not fall within the definition of the exclusions listed below).

OPERATIVE CLAUSE

The indemnity will cover individual hirers for their legal liability for injury/illness to third parties and/or loss/damage to their property, and loss or damage to the premises and contents hired, including such liability that may be imposed on the Hirer under the terms of the hiring agreement.

LIMITATIONS

For loss/damage caused other than by Fire or Explosion, cover is subject to an Excess of £100.

Damage resulting from Fire or Explosion is limited to £5 million.

EXCLUSIONS

Political Meetings and Professional Entertainment Promotions.

Commercial, business or trade hiring.

NOTE

This is a public liability insurance policy. It does not provide cover for:

- (a) Employers Liability – if the Hirer has employees the Hirer must provide this cover.
- (b) Professional negligence of the Hirer – if the Hirer is providing a professional service, it must take out this cover for itself.
- (c) Personal Accident – cover for participants in the Hirer's activity where they have been injured as a result of a pure accident and there is no negligence on the part of the Hirer.

APPENDIX D: Public liability insurance policy

Public liability insurance policy with Marsh Insurance Ltd

Insurance cover operates for the specified duration of the letting concerning the legal liability of user(s) for:

- 1 Bodily injury to persons other than members of the using organisation as a result of its activities.
- 2 Loss of, or damage to, [arising out of the negligence of the hirer or any person or group of persons using the premises with the consent or permission (implied or otherwise) of the hirer]
 - a) the County Council's property and equipment whilst being used by the hirer
 - b) members of the using organisation's personal property

subject to an excess of £100 in respect of any loss of, or damage to, property caused other than by fire or explosion.

ie. THE HIRER MUST MEET THE FIRST £100 OF EACH AND EVERY CLAIM

The limit of indemnity is £3,000,000 in respect of any one incident

The conditions of the policy that the hirer(s) should not deliberately do, or fail to do, anything which is known will inevitably, or with reasonable foresight, result in bodily injury or loss/damage to property.

The hirer(s) should act responsibly at all times and ensure activities are suitably controlled and organised. Care must be taken to ensure adequate supervision of inexperienced participants and appropriate use/maintenance of equipment.

Cover **does not extend** to injury as the result of participation in the activities of the hirer(s).

It must be emphasised that insurance cover on this policy relates to **legal liability only**.

Should a claim be considered appropriate under this policy, details of the insurers and the policy number may be obtained by the hirer(s) from the school.

APPENDIX E: Application for hire of facilities



Application for the hire of facilities at Berewood Primary School

The application should be sent to the school and should normally be made at least 14 days before hiring is required.

Name and address of applicant to whom correspondence can be sent:

Telephone number _____ Postcode _____

Name of organisation and position within organisation (if applicable) _____

Facilities required

Hall	<input type="checkbox"/>	Kitchen	<input type="checkbox"/>
Sports pitch/court (specify)	<input type="text"/>	Hard/grass area (specify)	<input type="text"/>
Room(s) specify number	<input type="text"/>	Other facilities (specify)	<input type="text"/>

Purpose of hire _____

Apart from organisers, is the proposed hire exclusively for:

Young persons under 18 or members of a registered youth group	YES / NO	Older persons group or adult with disabilities	YES / NO
--	----------	---	----------

Date(s) required _____ Time from _____ to _____

Declaration

- 1 I have read and accept the school’s conditions of hire, and agreed to abide by these and any special conditions communicated to me.
- 2 I agree to indemnify University of Chichester Academy Trust (The Trust) against any accidents or damage to Trust property or injury to persons which may be incurred as a result of the hiring unless caused by the negligence or breach of statutory duty of the Trust
OR I understand that the Trust has taken out a policy of insurance, brief details of which have been supplied to me, which provides an indemnity for my legal liability for accidents, damage and injury.
- 3 I enclose a copy or copies of appropriate qualifications held by the person(s) running the activities (where appropriate) in support of this application.
- 4 I accept that an additional charge may be made in respect of damage caused to the building or school property through negligence or wilful intent.
- 5 I understand that there will be a minimum charge unless there is a concurrent hirer.
- 6 I agree to the payment conditions.
- 7 I am over 18.

Signed _____ Name in full _____ Date _____

This section will be returned to you as confirmation or otherwise of the letting. It is **not** an invoice.

Name _____

Address _____

Approval is given/not given to your application to hire _____(facilities)

at Berewood Primary School on _____

The charge will be £ _____# starting at _____ hours and finishing at _____ hours, unless the minimum charge applies or the period of letting exceeded. An invoice for the actual charge will be issued **after** the hire.

#Subject to re-check.