

# KNIGHTWOOD PRIMARY SCHOOL

*'Always Learning'*

## LETTINGS POLICY

### **Purpose**

The purpose of this policy is to ensure that the most effective use is made of the school premises. We believe that our school should be a centre for lifelong learning and a resource for parents and the wider community. We recognise that the facilities could generate resources for the school. This policy sets out the criteria for making decisions on requests for use by external organisations.

### **Statement**

1. The letting of any part of the school premises and or grounds will be at the discretion of the Governing Body and with the agreement of the Headteacher.
2. The Governing Body will be responsible for the review of the policy. Once the policy is adopted by the Governing Body, all applications for lettings will be submitted to the Headteacher for approval. Should it be considered necessary by the Headteacher, the application can be referred to a meeting of Governors for their approval.
3. The charges will reflect the costs incurred for the letting.
4. A 20% deposit, payable at the time of booking, may be required
5. All hire charges must be paid within one month of the invoice being issued.
6. The applicant may, at the discretion of the Headteacher, be requested to provide the names and addresses of two referees.
7. The Hirer must sign the Lettings agreement and accept the terms and conditions found in the Conditions of Hire document (a copy of which will be attached to the Lettings agreement form).
8. A copy of Hampshire County Council's Public Liability Insurance Policy to be attached to the Lettings agreement form.
9. The Hirer must follow safeguarding children and health and safety procedures.

### **Conditions of Hire**

#### 1. Acceptance of conditions

The hiring of accommodation is permitted only on the conditions outlined in the following regulations. Acceptance of the hire agreement is deemed to be acceptance of these conditions.

#### 2. Compliance with conditions

The hirer (the person or body to whom the hire is granted) shall be responsible for compliance with these conditions.

#### 3. 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.

#### 4. School Hall

Only suitable footwear should be worn in the school 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 indoor activities with young people. For further guidance the hirer should consult the regulations described in the H.C.C. document "Safety in Physical Education" available at the school.

#### 5. Catering Facilities

The ownership and responsibility for the school catering facilities (ie. kitchen/servery areas) remains with the County Catering Officer. The hiring of kitchen premises is not therefore covered by this policy and separate procedures exist.

The hirer must agree to the contractual, hygiene and health and safety obligations set out in the Contract Management Guidelines (red folder), para 13 page 9, 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.

#### 6. School Equipment

No use may be made of apparatus such as stage fittings, pianos and other school electrical equipment etc., without specific permission. All electrical equipment brought onto the premises by the hirer should meet expected safety standards and be subject to annual PAT testing.

#### 7. 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. 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.

#### 8. Storage

Storage facilities cannot be provided. When hirers are permitted to leave equipment on the premises, they do so entirely at their own risk.

#### 9. 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.

#### 10. 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 withhold the permit.

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

#### 11. Cancellation by the Governors

Apart from exceptional circumstances, the Governors will give at least 4 weeks' notice to the hirer, should it become necessary to cancel or postpone a letting.

## 12. Cancellation by the Hirer

The hirer must give at least 4 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.

## 13. Payment of Charges

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/half-term/term (which ever is more appropriate) for all the hires that have taken place.

The Governors reserve 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.

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.

## 14. Statutory Requirements

All statutory requirements, including those relating to health and safety and public entertainment, must be strictly fulfilled by the hirer. Film, music, dancing (including disco) and stage events must be considered to be public entertainment unless entrance is restricted to those who are bona fide members of the organisation hiring the accommodation. For all public entertainment, it is the hirer's responsibility to inform the local Council's Licensing Officer 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.

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.

## 15. Attendance and behaviour

The hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approved. 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 be liable for damage caused by unruly or inappropriate behavior. 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.

## 16. 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 an appropriate licence is obtained from the local magistrates court.

## 17. Gambling

The premises may not be used for games of chance, other than bingo, unless specific permission has been granted by the Governors.

## 18. Fire precautions

Hirers shall familiarise themselves with the fire precautions in force on the premises and with the means of escape in the event of a fire. Fire and other exits must be kept clear at all times.

19. Smoking

**Smoking is not allowed anywhere on school premises.**

20. Site Manager

The Site Manager is instructed by the Governors to ensure that the conditions of hire are fully complied with. All reasonable instructions given by the Site Manager must therefore be followed.

21. Right of Access

The governing body and its agents reserve the right of access to the premises during the letting.

**Policy reviewed** : **March 2023**

**Policy approved by governing body** : ***29 March 2023***

**Next review date** : ***March 2026***