

# **Wivelsfield Primary School and Nursery**

## **Lettings Policy**

### Introduction

The Governing Body regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils, the promotion of equality of opportunity and the community cohesion of the local area. Any lettings of the premises to outside organisations will be considered with this in mind. The Governing Body will not approve any hiring of the school premises where this hinders the operation of any school activity, either within or outside of normal school hours.

#### **Hiring Charge**

The Governing Body is responsible for setting charges for the letting of the school premises. This policy and the scale of charges will be renewed annually for implementation from the beginning of the next financial year, with effect from  $1^{st}$  April of that year. Details of current charges will be provided in advance of any letting being agreed. The charge for one area of the school is £15 per hour, or part thereof, in term time, up to 6pm and £20 per hour or part thereof up till midnight. In the school holidays 8am until midnight is £20 per hour, or part thereof outside of these hours. The head teacher has authority to alter these charges, as they feel appropriate.

The school is constrained by law to apply VAT to all transactions where it is appropriate. The letting of rooms for non-sporting activities is exempt of VAT, whereas sport lettings can be subject to VAT.

The minimum hire period will be one hour. The school reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning caretaking or other expenses.

#### Insurance

All lettings require £10 million public liability insurance but Public Liability Hirers insurance can be offered to individuals or small informal groups. An excess of £100 is payable if a claim is made. A charge is made to the school of 15% of the lettings fee to cover the insurance and this will be passed onto the hirer.

### **Considering Applications for Lettings**

A request form can be obtained from the School Business Manager which will need to be fully completed and returned at least two weeks prior to the proposed date. The SBM will then confirm whether the premises are available and the cost.

Persons hiring the school premises are advised to ensure they have their own First Aid provision. Persons hiring the school are advised to provide their own drinking water, unless access to the school kitchen has been agreed. Contact information will be provided for whilst the letting is taking place. All issues need to be reported to that contact.

## Conditions governing the hiring of school premises

## **General Conditions**

1.1 Applications for the use of school premises must be made to the School Business Manager, and responsibility for their approval rests with the Governing Body. The person signing the application will be deemed to be the Hirer, and must accept responsibility for ensuring compliance with these conditions.

1.2 Hirers will be informed, at the time the application is approved, of the charge for the use of the facilities required.

Payment will be made in advance, at the time when hiring is confirmed. If there is damage, or the need for caretakers/cleaners to work longer than expected after the hiring, the Hirer will pay any subsequent account sent to them.

1.3 The school reserves the right to cancel any hiring if the accommodation is required for urgent official or academic business. In these circumstances, the Hirer will be reimbursed their hiring fee.

1.4 Any intention on the part of the Hirer to cancel a hiring must be notified to the School Business Manager at least 24 hours before the hiring is due to take place. In the event of the Hirer failing to give at least 24 hours' notice, no reimbursement of hiring fee will be made and if preparatory works have already been undertaken the Hirer will bear the actual costs incurred.

1.5 The School Caretaker is normally expected to prepare for hiring, to do any necessary cleaning afterwards, and where the school requires, being in attendance throughout the course of the hiring. No payment should be made direct to the Caretaker, since he will be paid by the Authority. The Hirer's signature is required to support the Caretaker's overtime claim.

1.6 No structural alterations to school premises, fixtures or fittings will be permitted and notices must be fixed only to the boards provided.

1.7 (a) The Hirer is responsible for providing supervision during the course of the hiring and must satisfy the Head that the arrangements being made are adequate.

(b) The Hirer or his accredited representative must be in attendance at all times and must accept responsibility for any damage caused to the school grounds, playing fields, buildings, fixtures, fittings, furniture and equipment resulting from the hiring. Every precaution must be taken to avoid such damage, and the Hirer will be required to meet the cost of making good any damage, however caused.

1.8 Hirers are responsible for arranging their own insurance for:

- (a) Personal Accident
- (b) Third Party Claims

(c) Any loss or damage to the school grounds, playing fields, buildings, fixtures, fittings, furniture and equipment resulting from the hiring.

1.9 If it is intended to organize a public performance or entertainment, or performance of music, singing or dancing to which members of the public are admitted, Hirers are advised to consult the Head in advance to ensure that the school premises are adequately licensed for the purpose before submitting a firm application.

1.10 Footwear, which is likely to cause damage to school floors, must not be worn. French chalk or its equivalent must not be put down when the hall is used for dancing.

1.11 Members of the public must not be admitted to the school premises after 10.00 PM.

1.12 Alcoholic liquor must not be sold or consumed on the school premises unless specific approval has been given by the Governing Body. If approval is given to the sale or consumption of alcoholic liquor, the responsibility for obtaining the necessary license rests upon the Hirer.

1.13 School premises must be left clean and tidy after use.

1.14 The hirer must adhere to the locally agreed no smoking policy.

1.15 The hirer must comply with all Statutes or any other regulations or other requirements in relation to the use of the premises including those contained in this Agreement and shall indemnify the relevant school or East Sussex County Council in respect of any breach or non performance of them

1.16 No animals are allowed anywhere within the school premises or grounds.

## Additional Conditions Governing Hiring of School Meals Kitchens

2.1 When the kitchen is used, the Cook/supervisor or another member of the School Meals Staff must be in attendance throughout the hiring, except when only tea or coffee is made and no cooking is involved. Hirers who wish to have permission to use the kitchen without a member of Schools Meals Staff present should approach the School Business Manager when the hiring application is made.

2.2 If boilers, cooking ranges or hot cupboards are used, the member of the School Meals Staff present during the hiring must be responsible for their use

2.3 Hirers will normally be expected to provide their own cutlery, crockery and condiments.

2.4 All equipment and sinks must be left clean and tidy after use.

## Additional Conditions governing the hiring of School Playing Fields and Playgrounds

3.1 If there is any doubt as to the fitness of the ground the Hirer must consult the Headteacher who will make the final decision as to whether the ground may be used before the hiring takes place. In the event of the ground being deemed unfit for use immediately before a hiring is due to take place, any hiring charge already paid will be refunded, and any account due will be cancelled.

3.2 Hirers must be responsible for ensuring that everyone taking part in the hiring involved in the school playing fields and playgrounds, and all spectators, are properly and adequately supervised.

3.3 Casual spectators not connected with the hiring must not be admitted.

3.4 Stakes or the like must not be driven into the ground, unless permission has been specifically given.

3.5 Vehicles must not be driven over or parked upon the playing field at any time, unless authorised by the Headteacher or School Business Manager. Vehicles must not be parked upon playgrounds unless permission has been specifically given.

3.6 Bonfires must not be lit.

3.7 Animals must not be allowed on the playing field, unless authorised by the Headteacher .

3.8 No marking out of pitches may be done except by the authorized ground staff.

3.9 Playgrounds and playing fields must be left in a clean and tidy condition after use.

3.10 Any loudspeakers must be moderated so as not to cause a nuisance.

3.11 Spiked boots/shoes must not be worn on any synthetic playing surface.

3.12 The Head must be consulted in advance if there is any doubt about the interpretation of the above conditions.

#### **Fire Precautions**

4.1 The Hirer, or a responsible person nominated by him in writing, shall be in charge of and be upon the hired part of the premises during the whole time the premises are open to the public and there shall be during that time sufficient staff or competent attendants on duty on the premises. The person in charge shall not be engaged in any duties, which will prevent him from exercising general supervision of the premises. The hirer shall ascertain and comply with any special fire precautions requirements contained in music, singing and dance, theatres, or any other licences appropriate to his intended use of the premises.

4.2 The seating accommodation, gangways and passages in the hired section of the premises shall be provided as approved by the Chief Officer of the East Sussex Fire Brigade, acting on behalf of the Hiring Authority.

4.3 All gangways, corridors and external passageways intended for exit shall be kept entirely free from obstruction and shall not be used as cloakrooms.

4.4 All fire doors shall be available for exit during the whole time that the public are on the premises, and shall be opened at the end of the function for the use of the persons present at function.

4.5 Doors and openings, other than exits, in sight of the audience, which lead to portions of the premises accessible to the public, shall have notices placed over them indicating the uses of such portions. Doors and openings leading to portions of the premises not accessible by the public shall have noticed placed over them indicating "No thoroughfare".

4.6 Mats or other floor coverings shall be secured to prevent rucking, and any drapes over exit doors or exits shall be hung to prevent them trailing on the floor.

4.7 Inflammable materials shall not be used for the decoration of the premises unless such materials have been rendered flame retardant and are maintained in that condition.

4.8 Temporary electrical installations, which are necessary for any particular function, must comply with the following conditions:

(a) All temporary electrical installations shall comply fully with the applicable recommendations and requirements of the current edition (with amendments) of the following:

(i) The Institution of Electrical Engineers Regulations for the electrical equipment of buildings;

(ii) The British Standard Specification and Code of Practice;

(iii) The Electricity Supply Regulations;

and they shall only be installed by a qualified electrician.

No temporary wiring shall be connected to circuits or fuse boards feeding the main auditorium lighting.

(b) Temporary wiring shall be carried out using PVC insulated and sheathed cable to CMA manufacture, and switchgear and apparatus of a voltage rating not less than the maximum rms voltage difference, which can normally develop under fault conditions. All additional stage lighting equipment that may be required shall be kept entirely separate from the existing installation, portable dimmer units being provided where required; no extensions shall be permitted from the existing dimmer equipment without the approval of the Director of Property Services.

(c) All temporary equipment shall be bonded to the main system of earthing in accordance with Part 4 of the IEE Regulations.

(d) All temporary installations, which have been installed, shall be disconnected from the permanent installation immediately after the occasion for which they have been used.

(e) Any special requirements or installations that are to be approved, or any item that requires clarification, shall be brought to the notice of the Director of Property Services seven days prior to the proposed date of the required installation.

4.9 The Hirer shall ascertain the position of telephones, escape routes, fire alarm systems and fire fighting equipment, which shall be in the charge of some suitable person specially nominated for the purpose, who shall ensure that the appliances and equipment are always available for use. In the case of staff performances and exhibitions the local Fire Officer shall be consulted as to whether any special fire fighting equipment should be provided.

4.10 Thorough checks should be made by the Hirer at the end of the hiring to ensure that all doors and windows are properly secured.

4.11 If there is any doubt about the application of any of the above conditions, the advice of the Head of the School should be sought.

"This guide is intended for use in respect of short term use of the premises and agreements which are intended to give no right of occupation beyond the expiry of the agreement. Further advice should be sought where it is intended to grant use of the premises for periods of more than a few consecutive hours or days at any one time."

### Safeguarding Requirements

5.1 When the services or activities being provided are under the direct supervision or management of the school, then arrangements for child protection outlined within Wivelsfield School Child Protection and Safeguarding Policy will apply.

5.2 When we hire or rent out school facilities/premises to organisations or individuals (for example to community groups, sports associations, and service providers to run community or extra-curricular activities) we always ensure that appropriate arrangements are in place to keep children safe. E.g. first aid provision. appropriate adult: child ratios, child protection training, suitable qualifications.

5.3 Where services or activities are being provided separately by another body this will not necessarily be the case. The school will seek assurance that the body concerned has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed); and ensure that there are arrangements in place to liaise with the school on these matters where appropriate.

5.4 The school will also ensure safeguarding requirements are included in any transfer of control agreement (i.e. lease or hire agreement), as a condition of use and occupation of the premises; and that failure to comply with this would lead to termination of the agreement.

This policy will be reviewed on an annual basis to ensure it remains valid, effective and relevant.



#### APPLICATION TO HIRE FACILITIES AT WIVELSFIELD PRIMARY SCHOOL South Road, Wivelsfield Green, RH17 7QN Telephone 01444 471393

Hiring Organisation
Dates and Times Required
Main Facilities/Rooms Required
Any other facilities/equipment required e.g. chairs/tables etc.
Do you require heating? Yes/No
Purpose of Hiring
Name and address of <i>applicant</i> responsible for the Hiring
PLEASE ENSURE THAT YOU HAVE PUBLIC LIABILITY INSURANCE (£10 million), AND PROVIDE A COPY OF YOUR POLICY. PLEASE ALSO PROVIDE A COPY OF YOUR RISK ASSESSMENT.
Declaration by the Hirer
I acknowledge that I (the applicant named) have received a copy of the conditions governing this letting and understand them. I agree to pay for the reinstatement following any damage to property caused as a result of this letting. I will arrange an alcohol license, if necessary.
Signature
Cost of Hire £ Payment received 🛛 Date
(Term time up to 6pm is £15 per area of the school, otherwise term time £20 per hour or part thereof, out of term time £20 8am till midnight, otherwise £30 per hour)
To be completed by Wivelsfield School
Key holder to open
This hiring has been approved for, and on behalf, of the school
Signed Date