Southfields Primary School

Lettings Policy

Policy agreed by Governor's Finance and Resource Committee
Date agreed: 21 February 2023
Review Date: February 2024

This policy, having been presented to, and agreed upon by the whole staff and Governors, will be distributed to:

- All teaching staff
- School governors

A copy of the policy will also be available in:

- The Staffroom
- The Head's office
- School web site

This will ensure that the policy is readily available to visiting teachers, support staff and parents.

Southfields Primary is totally committed to social justice and improving life chances for potentially vulnerable children. It is dedicated to sharing its work and findings beyond the school to improve outcomes for as many children as it can reach and has a particular specialism in Speech and Language development.

SOUTHFIELDS PRIMARY SCHOOL
CONDITIONS OF HIRE BETWEEN SOUTHFIELDS PRIMARY SCHOOL AND
Insert Hirer SEPTEMBER 2022 – AUGUST 2023

The Governors of Southfields Primary School are empowered to make rules, or to withdraw or amend them.

For the purposes of these conditions, the term HIRER shall mean an individual Hirer or, where the Hirer is an organisation, the authorised representative.

1. Venue and Address

In all correspondence, posters, advertisements etc., the venue should be referred to as Southfields Primary School and all correspondence should be addressed to the School Secretary, Southfields Primary School, Southfields Estate, Stanground, Peterborough PE2 8PU.

2. Applications

2.1 All advance applications for the hire of the facilities at the premises must be confirmed inwriting. The application will only be accepted as a booking when the official booking form has been completed, and cannot be accepted from persons under the age of 18 years. The official booking form must be signed by an adult aged 18 years or over.

2.2 If the applicant wishes to use the hall for physical recreation purposes the Hirer must have suitable qualifications and insurance, both of which must be shown before hiring takes place.

3. Charges and Payments

Charges shall be those laid down from time to time by the School Governors who reserve the right to vary charges according to the function. The total fee shall be payable within 30 days of invoice. Terms for regular booking shall be agreed by the Headteacher and Governors. In the case of a booking being accepted less than 7 days before the date of the event, then the total hiring fee shall be payable immediately.

Payments by cheque, postal order etc. must be made payable to Southfields Primary School.

3.1 Cancellation Of Hiring

3.1.1 By the Hirer

£15 shall be required by the School Governors in respect of the hiring being cancelled by the Hirer, unless such cancellation is in writing and occurs not less than 7 days before the hiring, whereby no charge will be levied.

3.1.2 By the School

The School Governors reserve the right to cancel the hiring at any time should it require the use of the premises. The School Governors will refund all hiring fees to the Hirer but will not be liable for any compensation in respect of such cancellations.

4. Liability for Damages

The Hirer agrees to pay on demand to the School Governors the cost of repairing or making good any damages to the premises or any of the furniture, equipment, fixtures or fittings contained therein which may be occasioned during the period of the hiring and if the premises are, in the opinion of the School Governors, left in an unreasonably dirty condition, an additional charge will be made for cleaning.

5. Maximum Capacity

The number of persons admitted to the premises shall not exceed the level agreed on the booking form.

6. Supervision

The person in charge of an activity shall not be under 18 years of age and shall be on the premises for the duration of the activity. He/she shall not be engaged in any duties which prevent him/her from exercising general supervision. When the school or any part are used for the purpose of public entertainment, there shall be a minimum of two persons, neither of whom shall be less than 18 years of age, on duty where under 100 persons are attending the entertainment. Where 100 – 200 are present, the adult attendance required is increased to three persons.

When the majority of those present at the entertainment are less than 16 years of age, and when many people with disabilities are expected to attend, the numbers of adult supervisors required should be increased.

All persons in charge or on duty shall have been informed of the procedure for evacuation of the premises and shall familiarise themselves with the fire-fighting equipment provided.

7. Children Under 8 Years Of Age

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Children's Act 1989 and that only fit and proper persons have access to the children.

8. Approval of Performance

The Hirer, if so requested, shall submit to the School Governors for approval, a copy of the programme of any entertainment to be presented by the Hirer and School Governors if in its opinion the content of such a programme is likely to prove of an objectionable or undesirable nature, reserves the right to cancel the hire. The School Governors shall not be liable for any compensation in respect of the cancellation, but will refund any hire fees paid. Should the Hirer fail to comply with all or any of the conditions of hire or with any instruction conveyed to him on behalf of the School Governors, then the Hirer and his servants may be excluded from the premises until compliance therewith, but no such exclusion shall relieve the Hirer from his obligations hereunder.

9. Exits and Entrances

The Hirer shall not obstruct or lock any internal or external entrances or exits of the premises during the period the premises are in use. All seating should be discussed and agreed. All seating shall be arranged to all gangways and all passages and exits to be kept free from obstruction.

10. Vacation of Premises

If the Hirer shall continue his/her occupation of the whole or any part of the premises in excess of the hire period, then the Hirer shall pay at the rate of double the hire fee agreed and shall in addition be responsible for any loss or damage suffered by the School Governors of such additional occupation.

11. Loss or Theft

The School or its Governors, agents and servants shall not in any circumstances be responsible to the hirer or any other person for damage to, or the loss, theft or removal of any property or thing whatsoever brought or left by any person (including the Hirer) in or upon any part of the premises.

12. Indemnity in Respect of Third Party

12.1 The Hirer shall repay the School Governors on demand the cost of reinstating or replacing or repairing any part or parts of the premises, including any of the furniture and fittings therein contained, which shall be damaged, destroyed, stolen or removed as a result of the negligence of the hirer or his invitees, servants or agents during the period of the hire.

12.2 The Hirer shall indemnify the School governors against as claims, demands, actions or proceedings in respect of any loss, damage or injury caused by or to any persons which shall occur while such person is in or upon part of the premises or arise from any accident or occurrence which happens while such

person is in or upon any part of the premises or in respect of any loss or damage suffered or sustained by any person by reason of use of the premises by the Hirer.

12.3 The cloakrooms will be in the care and custody of the Hirer, who must provide his own attendants and shall be responsible for any loss that may occur.

12.4 The Hirer shall arrange insurance to cover the term of the indemnity set out in clauses 12.1 and 12.2 above and produce for inspection written confirmation from the Insurance Company or Broker concerned.

13. Right of Entry

The school Governors reserve a right of entry for its duly authorised Officers and servants to all parts of the premises at all times. Such a right of entry also relates to the Chief Constable, the Chief Fire Officer and their duly authorised representatives.

14. Safety Requirements

In accordance with Health & Safety regulations the Hirer must ensure that a register is kept of members attending the event in the event of an emergency the register must be called to ensure that everyone is accounted for.

All conditions attached to the granting of the School Public Entertainment's Licence, stage play and other licences shall be strictly observed. Nothing shall be done which will endanger the users of the building, and the policies of insurance relating to it and to its contents. In particular:

i. obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be immediately available for free public access.

ii. all groups are expected to co-operate in the fire drills which are arranged at varying times in order to familiarise users with the evacuation procedures.

iii. fire fighting apparatus shall be kept in its proper place and only used for its intended purpose.

iv. the Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the School Governors.

v. performances involving danger to the public shall not be given.

vi. highly flammable substances shall not be brought into nor used in any part of the premises. No internal decorations of a combustible nature (eg. polystyrene, cotton, etc.) shall be undertaken or erected without the consent of the School Governors.

vii. the School Governors shall be informed of any accident or injury occurring on the premises.

15. Food

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

16. Electrical Appliances

The Hirer shall be responsible for and ensure that any electrical appliances brought by him to the premises and used there shall be safe and in good working order, regularly PAT tested and used in a safe manner.

17. Licenses

The premises are not licensed for music, singing and dancing and the Hirer shall be responsible for obtaining any necessary licences, for example: occasional licences for the sale of liquor or performances of stage plays, and the Hirer shall ensure that the terms of any such licences are observed and performed.

18. Disorderly Conduct

The Hirer and Stewards will be responsible for ensuring that no disorderly conduct is permitted and that any amplified sound emanating from the building is maintained at a reasonable level in the interest of nearby residents.

19. Betting, Gaming And Lotteries

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

20. Car Parking

Cars are not to be parked so as to cause an obstruction at the entrance to, or exits from the school. Where parking accommodation is provided and available this must be used, and in any case users of the School should avoid undue noise on arrival and departure.

21. Dogs

The Hirer shall ensure that no dogs except guide dogs are brought into the School.

22. At the end of the hiring

At the end of the hiring, the Hirer shall be responsible for leaving the premises and surrounds in a clean and tidy condition, unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the School shall be at liberty to make an additional charge.

23. Premises Unfit for Use

In the event of the School or any part thereof being rendered unfit for the use of which it has been hired, the School shall not be liable to the Hirer for any resulting loss or damage whatsoever.

24. Advertising/Flyposting

If any poster or material advertising an event to be promoted by the Hirer shall appear on the external part of the building or structure of any street furniture or on any footpath or highway (except where such material is on a lawful advertisement panel) the School Governors may forthwith cancel the booking and retain 50% of the total hire fee by way of liquidated damage and not by way of penalty in respect of such cancellation.

25. Smoking/Electronic Cigarettes

Southfields Primary School operates a no smoking policy throughout the school premises and grounds. This includes the use of electronic cigarettes.

26. Induction

The Hirer will agree to undertake an induction/annual update in relation to the schools procedures and practice.

27. Review

The School Governors will review this policy at their discretion and will give a minimum of 30 days notice of changes to the Hirer.

28. Liability Disclaimer

a. Insert Hirer agrees that Southfields Primary School will not be liable for death or personal injury caused to any persons on the school premises during the course of fitness classes, unless caused by the school's negligence.

b. Insert Hirer will be responsible for maintaining the premises that are to be used in the course of the fitness classes and will indemnify the school should any property be damaged.

c. The school does not accept any liability for property being lost, stolen or damaged on the school premises.

I/we agree to accept these terms.

Signed ……

Name ……..

Date …….

Both the undersigned organisations agree to abide by this agreement.

Signed: _____(Southfields Primary School Headteacher)

Signed: _____(Insert Hirer)

Regular bookings

Terms for regular bookings shall be agreed by the Headteacher and Governors.

- Standard Conditions of Hire apply to regular bookings. It is the Hirer's responsibility to ensure that these regulations are complied with, particularly with regard to Health and Safety regulations.
- Contracts will be reviewed annually in April and any alteration in fees applied from the start of the September term.
- The school will require 30 days notice from the hirer of cancellation or alteration in hours of use.
- 30 days notice will be given by the school if the hall is required for a school event. Efforts will be made to offer an alternative date or room; in exceptional circumstances it may not be possible to give notice, if the hall is out of use for Health and Safety reasons.