

FEDERATION OF SAVILE TOWN CE (C) & THORNHILL LEES CE (VC) INFANT AND NURSERY SCHOOLS

Lettings Policy 2022

INTRODUCTION

The Local Authority has always encouraged the community use of school, the term 'community' being interpreted in its widest sense.

Governors are responsible for school premises outside school hours. School governors are responsible for managing school budgets and the management of school lettings, with its implication for income generation, as part of the budgeting process.

The conditions laid out in this policy are required by the LA granted by Section 40 and Schedule 13 of the School Standards and Framework Act 1998. They are without prejudice to the Council's right to required further conditions in specific instances, such as for a Polling Station.

REQUIREMENTS

- Use will not normally be granted for more than one school year at a time.
- Application forms for the hire of the school premises are available from the school.
- Where an event for which the premises are hired requires an Entertainment of Stage and Play License and where no such license is in force, this may be obtained from the Licensing & Markets Service.
- The governors have the right to refuse to hire the school premises to any person or organisation for any reason whatsoever.

GENERAL CONDITIONS OF HIRE

1. In consideration of the acceptance by the Hirer of the conditions hereinafter contained and the payment of the specified fee, if any, which may be demanded in advance of the letting, the governors hereby permit the Hirer to use the premises at the times specified in the Lettings Agreement.
The Lettings Agreement is a contractual license of which these general conditions of hire are a part and shall be construed accordingly.
2. The Hirer shall take good care of and shall not cause any damage or permit or suffer any damage to be done to the premises or to the fixtures, fittings, furnishings or articles thereon belonging to the Council, the governors or its licensees during occupation and shall make good any damage (including accidental damage).
3. The Hirer shall keep the Council, the governors, all persons lawfully within the premises, and all other persons who may be affected by the activities of the Hirer indemnified against all claims for damages arising from personal injuries (whether fatal or otherwise) loss of or damage to property and any other loss, damage, costs and expenses which may be suffered by the council, the governors or other such persons as aforesaid and which arise either directly or indirectly as a consequence of the presence within the premises of the Hirer and his servants or agents provided that this indemnity shall not apply to any injury, loss or damage arising either directly or indirectly from the negligence of or breach of contract by the Council, the governors, their servants or agents.
4. The Hirer is most strongly advised to take out an insurance policy to cover the liabilities specified in Clauses 3 and 4 above.

5. Neither the Council nor the governors shall be liable to the Hirer for any loss, damage or personal injuries (whether fatal or otherwise) or any other costs or expenses which arise in consequence of the letting of the premises save where such injury, loss or damage is caused by the negligence of or breach of contract by the Council, the governors, their servants or agents.
6. In the event of the premises being unavailable on the day of hire due to flood, fire, strike, lock-out, act of God or any similar cause, cancellation may have to take place. The Hirer shall be entitled to recover any monies paid in advance but shall not be entitled to recover any damages whatsoever.
7. a In the event of premises being required by the council or the governors for any public purpose on any day on which it had previously been agreed the premises were to be let, the Hirer shall be required, subject to the governors giving reasonable notice, to give them up on that day and may substitute for such engagement another day when the premises shall be available and no compensation of any kind save the repayment of any sum paid in advance shall be payable by the governors.

b The provision in (a above) requiring reasonable notice shall not apply if the premises are required immediately by the Council due to unforeseen circumstances such as a local or national emergency.
8. The premises must be suitable for the use intended and the use must not interfere nor conflict with the arrangements made by the Council or the governors for other activities.
9. The Hirer shall ensure that the group using the premises is under the control of a fit and proper person and shall ensure that there will be no interference with educational or training activities taking place on the premises.
10. The Hirer shall not permit smoking on the premises.
11. The Hirer shall not, without permission, perform or permit any of the following during the period of hire:
 1. The causing of any damage or alteration to the internal walls, structure or interior decorations of the premises
 2. The display of any advertisement either on the interior or on the exterior of the premises except on notice boards provided expressly for that purpose
 3. Any damage to be caused to the floors of the premises by permitting the wearing of unsuitable footwear
 4. The use, removal, damage or interference with any fixtures, fittings, furnishings or apparatus located on the premises except those objects which are required for the purpose for which the premises have been hired and which shall be specified to the Governor's at the time of booking.
 5. The installation or use of any additional light or in any other way interfere with the electrical or sound reproduction equipment on the premises.
 6. The taking onto the premises of any object or performance of any action which, in the opinion of the governors, Chief Fire Officer, or Council, represents a fire risk.
 7. Only equipment that has been up to date PAT tested may be used.
 8. That there is a nominated 'Responsible Person' on the premises at all times during the letting who has been briefed on fire procedures prior to the letting.In the event of any breach of Conditions above, the council or the governors shall take such steps as it deems necessary to remedy the breach and the Hirer shall be responsible for any costs incurred in so doing.
12. a The Hirer shall be responsible for the taking out of the following when they are required:
 - (i) an Entertainment License for public dancing and entertainments;

- (ii) an Indoor Sports Entertainment License for sporting events to which the public are to be admitted;
- (iii) an Occasional Stage Play License;
- (iv) a License for a Car Boot Sale or other market.

b The Hirer shall be acquainted with the following:

- (i) the conditions of any license granted for the purpose of the hiring;
- (ii) The fire evacuation procedures, fire escape routes, fire assembly points, fire alarms and fire fighting equipment.

c When the premises are used for the purpose of public entertainment, the hirer shall be responsible for the security of the premises whilst emergency exits remain unlocked.

d The Hirer shall ensure that the number of persons on the premises at any one time does not exceed either (i) the number prescribed in the Entertainment license, or (ii) here no such license is in force the number prescribed by the governors. The Hirer shall not, in any circumstances, issue tickets for more than the prescribed number of persons.

13. The Hirer hereby undertakes as follows:

- a. not to use the premises or any part thereof for the performance in public of any dramatic or musical works or for the delivery of any lectures in which copyright subsists without the consent of the owner of the copyright
- b. to indemnify the Council and the governors against all payments which the Council or the governors may have to make by reason of any infringement of copyright during the period of hire.
- c. to give a written assurance to the governors that the appropriate steps have been taken in connection with (a) and (b) above.

REVIEW AND EVALUATION

This policy will be reviewed in line with the School Development Plan with Staff and Governors.

Agreed at Resources Governors Meeting on