



Lettings policy

Formally adopted by the Governing Board of:-	Fairstead Community Primary and Nursery School
On:-	5th July 2021

1. Overview

The Governing Body adopt and endorse the Norfolk Policy on Hiring of School Premises, Scheme of shared use by affirming that this School is wholly committed to the principle of the shared use of school premises to optimise the use of educational facilities.

Shared use of the School premises may only be undertaken when facilities are not directly required by our pupils.

Subject to the above our premises may normally be considered to be available outside of the school day, which is deemed to be 8 a.m. – 6 p.m. and through school holidays

2. Conditions of Hire

2.1 The Governing Body adopt the 'conditions of hire set out in **Annex 1**. These are based mainly on those proposed by the LA

2.2 It shall be the responsibility of the Headteacher to advise hirers of the following details:

- ☐ the identification of the people responsible for the management and administration of the school's shared policy.
- the arrangement for keys
- the security arrangements which must be followed
- the arrangements if the School has to be temporarily closed
- how the school will fulfil its health and safety responsibilities

3. Administration of Lettings

3.1 General -The Governing Body recognise that it would be impossible for it to personally vet every applicant or organisation who wish to make use of the school premises. Accordingly they have delegated the authority to accept and approve or reject applications for hire to the Headteacher or School Support Manager

3.2 Variations - No member of staff is allowed to vary the terms and conditions under which the school premises are hired to either individuals or organisations nor to deviate from the governors published charges referred to above. The discretions to reduce charges shall only be exercised by the full Governing Body, a committee of governors appointed for this purpose by the Governing Body or the Headteacher. In exercising their discretion the Governing Body/Committee or Headteacher is entitled to have regard to the following criteria:

- The charitable nature of the organisation
- The benefits that may be derived by the local community

Where the Headteacher exercises a discretion under this section (s)he shall report her reasons to the next meeting of the governing body

3.3 Lettings Documentation - All formal hiring of the schools premises, including those for which no charge, is made shall be properly documented. All hirers **must** complete a lettings of hire agreement and must be provided with a copy of the conditions of hire. The hire agreement is a contract which the governors may enforce at law. **(See Annex 2)**

4. Value Added Tax

4.1 The Governing Body are required by law to apply value added tax to all transactions where this is appropriate. The Headteacher will carefully follow the advice issued by the LA in this regard

5 Review of Policy

5.1 The Governing Body require the Headteacher to report at least once per term indicating:- the number of lettings made; details of the hirers; details of any difficulties (unpaid fees/breach of terms) or any issues which suggest the terms of this policy should be varied.

5.2 In the Spring Term each year the content of the Policy shall be reviewed by the Governing Body and the Scale of Charges fixed for the next financial year. **(See Annex 3)**

ANNEX 1

CONDITIONS OF HIRING SCHOOL PREMISES

BOOKING CONDITIONS

All letting fees shall be paid in advance by the Hirer. Specific bookings may be made for single lettings or respective lettings during periods of up to 28 days, defined as one month. Where a hirer requires the use of a facility for, say a term, a specific booking period, a provisional booking may be made specific for a further month. In the case of repetitive lettings, the charge for each specific month will be in accordance with the scale of charges applying in that month and must be paid in advance to cover the specific booking. A provisional booking may be cancelled by the hirer at any time, but a specific booking cannot be cancelled unless 14 days prior notice has been given by the hirer, where this period of notice has been given the fee relating to the cancelled booking may be refunded by the school. Where the school is obliged to cancel a specific booking for any reason other than the hirer's instigation the fee relating to the booking will be refunded.

CHARGES

The charges for users are set out in Annex 3. These will be revised with effect from 1st April each year.

USE OF PREMISES

School Responsibilities

For the duration of the letting period the School will be responsible for ensuring the following provision:

- Adequate means of escape in an emergency adequate equipment available for the use should an emergency situation arise. This should include: Fire extinguishers, first-aid kit,
- Hirers should ensure they have access to their own mobile phones in the case of an emergency
- Adequate heating, lighting and ventilation. This should include external lighting where required.
- Safe Equipment and premises.
- Individual arrangements should detail which equipment should be used and which not.
- Assistants available on call to deal with defects to school plant or equipment to ensure premises are secured. Sufficient information given to hirers on operation of plant, equipment and emergency facilities.
- Arrangements are in place to ensure the security of the premises at the end of the letting period if appropriate.

In addition to the above provisions, the school will ensure that hirers will have adequate supervision in attendance during letting periods.

The School will carry out periodic monitoring of hire activities to ensure compliance with hire conditions.

Hirer responsibilities

For the duration of the letting period the hirer will be responsible for ensuring the following:

- Adequate supervision is available. Normal and emergency procedures are followed
- No School equipment, other than that specified at the time of letting is used. School furniture shall not be moved by the hirer except by arrangement with the Caretaker or person holding custodianship for the time being e.g. a relief Caretaker.
- The hirer will ensure that all relevant recruitment and vetting checks, including DBS Checks have been undertaken on staff who work with children and young people.
- Familiarity with emergency equipment, such as fire extinguishers, alarms, first-aid facilities. An emergency evacuation procedure is established. This will detail who will be responsible for taking control, calling emergency services and where to assemble. Consideration should be given to the needs of any disabled participants.
- Facilities and equipment are used in a responsible manner, which does not compromise the safety of the users or the premises and equipment. This includes ensuring that; *alcohol is not consumed*.
- Emergency exits, fire extinguishers, alarm points are not obstructed. Adequate walkways are available to allow free and easy access and egress. No gas cylinders or canisters are used inside the premises. Combustible materials are not placed adjacent to heat sources.
- Equipment is used for the purpose for which it was designed.

- Any equipment or furniture moved by prior arrangement is to be replaced at the end of the period of hire
- Flammable and/or hazardous substances are not to be used.
- Arrangements have been made to ensure the premises are secured at the end of the letting period if appropriate.
- Nails, tacks, screws etc., shall not be driven into, or adhesives fixed to walls, floors, ceilings, furniture or fittings and no decoration of any kind shall be put up.
- Footwear likely to damage the floors is not to be worn.
- Litter and property belonging to the hirer or his servants or agents, is to be removed by the hirer at the end of the period of hire. Any costs incurred in removing these items will be paid by the hirer.
- Alterations to lighting or heating systems are forbidden.
- To park in designated areas, leaving access for emergency vehicles

COPYRIGHT

The hirer or his servants or agents shall not infringe any copyright, or performing rights and undertake to indemnify the School/County Council against the costs for infringement. Where the hire involves the use of sound recordings or music is played, groups might not be covered by the licences purchased for the school premises. Primarily groups that are linked to the school and consist of teachers, students, PTA members etc., will be covered. For other groups clarification should be sought from the relevant licensing authority prior to the premises being hired and the relevant licence purchased, if required. The School's Support Manager will require from the hirer the sight of the relevant licence(s) at the time of booking the premises. A licence may also be required for the performance of a dramatic or musical work. (Hirers should be warned that the use of 'home produced' tapes is illegal)

CHARGES FOR SPORTING USE

The hirer is reminded that the charges for sporting use relate to facilities available and at the standards provided for pupils. If a hirer should require facilities of a higher standard then the hirer will be responsible for the additional costs incurred by the school in meeting the special demands.

ALCOHOL

Alcohol shall not be consumed on the school premises except with the permission of the Governing Body and will be subject to the conditions made at the time of booking, and to the obtaining of such Justice's Licence as may be necessary

DISABLED PERSONS

On those occasions when disabled persons are present on the premises such special arrangements as may be necessary in the circumstances shall be made so as to enable all persons to leave the premises in the event of fire.

LIABILITY OF HIRER

The School/County Council shall not be liable for any injury or damage to or loss of property, which shall or may occur to the hirer, his assistants, servants or agents, or others entering on the property in the exercise or purported exercise of the hiring, with the exception of injury or damage as may occur by reason of the negligence of the School/County Council, its servants or agents acting within the scope of their authority. The hirer will therefore need to ensure adequate insurance is purchased to indemnify the negligent actions of the group, its servants, assistants and agents resulting in a claim for injury and property damage* to members of the group, the School/ County Council or others entering the property. *Under the terms of the hire agreement with the School/County Council an insurance policy has been effected on the hirer's behalf by the School/County Council. This policy indemnifies the hirer against the costs arising from the claims for damage to Schools/County Council Property, which have resulted from the actions of negligence of the hirer. The cost of this insurance is included within the hire charges and the hirer will be responsible for the policy excess applicable.

Please note that this is a **NO SMOKING SITE**

**FAIRSTEAD COMMUNITY PRIMARY AND NURSERY SCHOOL
APPLICATION FOR HIRE OF SCHOOL PREMISES**

PART ONE: ACCOMODATION REQUIRED.

Classroom		All weather games area (MUGA)	
Hall		Changing rooms/toilets	
Playing field		Football pitch	

PART TWO: HIRER DETAILS

Name of Hirer: Address: Telephone Number E:mail address
Name of organisation
Date(s) of hire Timings
Purpose of hire

PART THREE: DECLARATION.

I apply for use of the above accommodation and facilities and if my application is approved I will pay in advance all letting charges in accordance with the attached schedule of charges and agree to comply with the conditions overleaf. I have attained the age of 18 years.

Signed: _____ **Date** _____

For office use only

Application received on	
Application approved by	
Booking confirmed	
Lettings register number	
Payment received	

FAIRSTEAD COMMUNITY PRIMARY AND NURSERY SCHOOL

LETTING CHARGES APRIL 2021 – MARCH 2022

CHARGES – NO CARETAKER INVOLVEMENT

NON-SPORTING USE

Hall 4 hour's minimum let - £40.00

Each additional hour - £10.00

SPORTING USE

Artificial Pitch - £17.00 per hour

Floodlights - £5.00 per hour

Playing Field - £5.00 per hour

NB Prices will be increased if caretaker time is required for either opening up or locking up. The hourly rate for a caretaker will be added to the cost of the hire