



Learning for Life

Fawbert & Barnard's Primary School

Lettings Policy

Ratified by Governors:

March 2019

Review Date:

March 2020

LETTINGS POLICY

1 **General**

The Governing Body recognises the position of the school in the local community and that encouragement should be given to the use of the school premises by outside organisations.

The Governing Body wishes to take every possible care to ensure that all children / young people and others using the school premises out of school hours are safe from abuse and that they are treated with dignity and respect.

The letting of the school is the responsibility of the Governors and the administration of the letting is the responsibility of the School Office.

Where the income from a letting is paid into the Governors funds, then arrangements must be made for reimbursement to the school of costs involved e.g. Site Manager's salary, heating and lighting etc.

Information about lettings charges and guidance is given in Appendix A.

2 **Application Form**

All hirers will complete the appropriate lettings application form (see Appendix B). Long term hirers must complete a letting application form at least annually. Day to day approval of requests for hire will be the responsibility of the Head Teacher who will sign the letting application form in the designated space, after -

- i) Agreeing the scales of charges to be applied. Abatement of charges can only be made, subject to Resources Committee approval.
- ii) Checking to ensure the application form has been properly signed by the hirer.
- iii) Confirming if the hirer is affiliated to any national association that has its own child protection policy.
- iv) Checking that the hirer has a child protection policy if not affiliated to a national association,
- v) Checking that a copy of the school's own child protection policy and guidelines has been passed to the hirer and that the hirer has signed to confirm receipt and acceptance.
- vi) Deciding if it is necessary to seek references for the hirer.

3 **Bookings**

All requests for hire will be logged in the lettings or office diary by the School Business Manager. Payment will be required in advance for all one-off lettings or if the hirer is not known to the school. In other instances it may be appropriate to require a deposit. All deposits will be banked immediately and should a refund of the deposit be subsequently required, then a bank transfer will be made.

4 **Payments**

Where payment is not made in advance the School Business Manager is responsible for raising and issuing invoices in line with normal school procedures.

5. Debt Management

In the absence of specific terms agreed with the hirer, payment terms will be 28 days from date of hire.

If payment has not been received by the due date, the following will apply.

- | | |
|--|--|
| (a) 28 days after date of hire | - First reminder letter to be issued. At this point all future hire dates will be suspended pending payment in full. |
| (b) 14 days after first reminder letter | - Second reminder letter to be issued advising the hirer that non-payment could result in referral to the schools legal services provider. |
| (c) 14 days after second reminder letter | - Issue report to the Governing Body for advice on how to proceed e.g. referral to school's legal services provider for recovery of debt. |

If, having taken legal advice, it is determined that the debt is not recoverable it will need to be 'written off'.

Appendix A

FAWBERT & BARNARD'S PRIMARY SCHOOL

LETTINGS CHARGES AND GUIDANCE

Applications for use of the school premises are each considered on merit taking into account the following criteria.

- Lettings that benefit the local community
- Whether the applicant has children attending the school
- The facilities needed by the applicant
- The effect on the school premises
- Whether additional caretaking duties are required.

If an application is accepted, the Headteacher is authorised, within limits set by the Resources Committee, to negotiate the letting fee.

When a letting is proposed involving unsocial hours, the Site Manager will be consulted.

There is no charge for lettings made by the Friends of Fawbert and Barnard's Primary School.

Lettings Procedure

Once a letting has been agreed, the school will make arrangements with the hirer over the payment of fees and the provision of keys and services.

The school hall has independent alarm functioning and can be isolated from the general alarm system. New lets must always have a school key holder to open and close. This will normally be the SBM or Site Manager although other authorised members of staff may take this responsibility. Established lets may be provided with a hall and car park key only.

A box is provided for evening lettings to leave and receive messages in.

The breakfast and after school club have regular meetings with school staff (usually the SBM) and dealings with the school office.

The person hiring the school will discuss with the school over the best method of payment and receipt to suit both them and the school. Whenever possible a BACs payment direct to the school bank account would be the preferred method of payment.

All lettings will be invoiced at the end of the hire sessions or end of the calendar month.

Procedures for bad debts follow the school's Financial Regulations.

Current Charges (revised February 2019)

£25 per hour from February 2019

Extended Schools

£6.50 per hour from February 2019 During Term Time

£12.50 per hour from February 2019 During School Holidays

Field use £15 per session for a maximum of 2 hours

All charges assume no requirement for caretaking duties.

Appendix B

APPLICATION TO HIRE SCHOOL PREMISES

Please return the completed form to the Headteacher.

This form must be completed by the person responsible for the function and the payment of all charges in respect of the hiring (see Conditions 1 and 2).

**FAWBERT & BARNARD'S
PRIMARY**

APPLICANT

Full name (*block letters please*) _____

Society or organisation _____

PURPOSE OF HIRING (see Conditions 25 to 29)

REQUIREMENTS

Day	Date	Time	
		From	To

ACCOMMODATION		
Hall, Sports Hall, Gymnasia		
CLASSROOMS		
KITCHEN (see Condition 19)		
TIME	From	To
PURPOSE	Hot water/light refreshments only	Use of ovens etc (see Note 2)
PLAYING FIELD (describe requirements)		
OTHER ACCOMMODATION		

FACILITIES

	Tick	
School Piano		Chairs (insert no. required)
Heating (see Note 1)		
Stage Lighting/Spotlights		

Name of competent person (see Condition 2.1) _____

Note 1 The heating period is 1 October – 30 April. Hirers are asked to state whether or not they wish heat to be provided at their function.

Note 2 Where approval is given to the use of school kitchens, other than for the provision of hot water and the service of light refreshments, hiring charges shall be increased accordingly.

Details of Function

Nature

Is the function to be

*Public?

tick

*Private?

Will there be:

An Admission charge

Singing/Music?

Dancing (by performers or public)?

A Cinematograph exhibition?

Wrestling or Boxing?

A Theatrical Performance?

Sale and/or consumption of alcohol

Please state which

*legal advice should be sought where doubt exists (see also Condition No 26 and the Appendix on Conditions of Hire)

Give details of any proposed action or performance involving scenery, decorations, real-flame, smoke or smoking, pyrotechnics or fireworks, pulsing light (stroboscopes), lasers, firearms or any potentially hazardous action on apparatus, animals, vehicles or aircraft.

If hiring will involve sporting or gymnastic activities, please give the name and qualifications of the person in charge.

PROCEEDS

State purpose to which proceeds will be applied

Will a personal profit be made?

YOUTH ORGANISATIONS

In the case of Scouts, Girl Guides and approved voluntary youth organisations, please state:

Total number on roll

No under 16 years

DECLARATION

I, on behalf of hereby apply for the use of the accommodation and facilities stated, and, if my application is approved, I will ensure payment in advance of the charges due and comply with the conditions which I have read. I confirm that I have been given a copy of the school's own Child Protection Policies and Guidelines and will make myself and all other users within my jurisdiction aware of the procedures to be followed in the event of a fire or other emergency evacuation.

I have attained the age of 18 years.

Signature of applicant

Address

Tel

Day Evening

Date

NB Attention is drawn to Conditions 9 to 12. If the application is granted INSURANCE AGAINST RESPONSIBILITIES IS OBLIGATORY. In addition Condition 26 requires the hirer to ensure compliance with the 'Conditions of Licence' relating to the use of the premises for any function requiring a licence under one or more of the statutes mentioned.

Authorised by Headteacher Dated

DATA PROTECTION ACT
Any personal data entered on this form may be held on computer files

CONDITIONS OF HIRE OF SCHOOL PLAYING FIELDS AND PREMISES

BOOKINGS AND CHARGES

1. The person by whom the form of application for the hiring is signed shall be deemed to be the Hirer and such person shall be personally responsible for the payment of the scale and other charges payable in respects of the hiring and for the observance and performance in all respect of the conditions and stipulations herein contained and on the part of the Hirer to be observed and performed.
2. All charges may be required to be paid at the time of booking and no booking will be accepted later than 14 days (5 weeks where licensing is required under the statutes referred to in Condition 25) prior to the date required. Final charges will be those applicable at the date of use of the premises.
3. The Hirer may be required to pay a deposit in addition to the scale charges, which may be applied in whole or in part to make good any damage, in accordance with Condition 10.
4. The right is reserved to cancel any hiring without notice where the Governing/Managing Body of the school considers it necessary to do so:-
 - (a) in consequence or any outbreak or prevalence of infectious disease;
 - (b) for any other cause outside its control; or
 - (c) because the Governing/Managing Body of the school reasonably believes that an act is likely to be done in the premises which will contravene the Race Relations Act 1976 or prejudice the performance by the Trustees of its obligation under Section 71 of the Act to secure that its functions are carried out with due regard to the need to eliminate unlawful racial discrimination and to promote equality of opportunity and good relations between persons of different racial groups.

In such an event, any sum paid by the Hirer will be refunded, but any Body responsible for the management of the school shall be held liable or required to pay compensation for any loss sustained as a result of or in any way out of the cancellation of the hiring.

5. Hirers will be allowed to cancel or postpone a booking on condition that, if 14 or more days notice is given, half fees will be payable, and if less than 14 days notice, full fees will be payable unless, in either case, the hall or room is re-booked or it is otherwise decided.
6. The right is reserved to refuse to grant a hiring without giving a reason.
7. Intoxicating liquor shall not be sold, supplied or consumed on school premises except by general or special approval of the Governing Body and subject to any necessary licence having been obtained by the Hirer.

8. The Hirer shall, if called upon to do so, furnish for approval a copy of the programme of any entertainment to be given by the Hirer. In such a case no entertainment shall be given except in conformity with the programme which has been approved.

Failing approval of a programme, the Hirer will be allowed to cancel the hiring on payment of the appropriate fees under Condition 5, unless it is decided to remit such fees.

9. Neither the Trustees nor Governors shall be liable for any injury (including injury resulting in death) or damage to or loss of property whatsoever which shall or may occur to or be sustained by the Hirer, his/her assistants, servants or agents or others entering on the property in the exercise or purported exercise of the hiring (except such injury or damage as may occur by reason of the neglect of the Trustees or Governors, servants or agents acting within the scope of their authority). The Hirer will indemnify and keep indemnified the Trustees, Governors and their servants and agents from and against all claims and liability in respect of such injury or damage and all actions, proceedings, costs, damages and expenses in regard thereto and also from and against all other liability claims, demands, proceedings, costs, damages and expenses in respect of injury to persons whomsoever (including injury resulting in death) and damage to or loss of property whatsoever which may arise out of or in consequence of the exercise or purported exercise of the hiring (except as aforesaid).
10. The Hirer shall make good any damage to the property of the Trustees or Governors which can be attributed to his use of the premises. The Hirer shall not be responsible for any fire damage to the property occurring otherwise than from the act, neglect or default of the Hirer, his/her servants or agents.
11. In the event of any such damage, the Trustees or Governors may make it good and the Hirer, by the acceptance of the hiring subject to these conditions, will thereby be deemed to have undertaken to pay the cost of such reparation as certified by or on behalf of the Trustees or Governors.
12. The Hirer shall not infringe any subsisting copyright or performing right, and hereby indemnifies the Governors against all sums of money which the Governors may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire.
13. Members of the Trustees and the Governing Body reserve to themselves, and their officials, the right to enter the premises hired at all times on producing evidence of their identify. Stewards should be advised accordingly by the Hirer.
14. No nails, tacks, screws etc shall be driven into or adhesives fixed to any of the walls, floors, ceilings, furniture or fittings.
15. Subject to the provision of the next paragraph, the Hirer shall vacate the premises by 11.00pm unless written authority from the Governors (showing the time of extension) has been obtained and shall leave the premises, fixtures, furniture and other property therein in as good order as they were at the time of entry and in as clean a condition as the particular use will allow.

The Hirer shall ensure that caterers, contractors and others supplying or serving refreshments, or providing decorations etc comply with all current legislation relating to food hygiene, health, welfare and safety matters and remove from the school premises all their articles and property by midnight on the day of hire if the school is to be used next day, or in any other case by noon on the day following the day of hire, and shall

observe and carry out any instructions which may be given to him/her in this connection.

Any article or property belonging to the Hirer or any caterer or contractor or other person left on the school premises after the hour named above may be removed by the Governors and the cost shall be paid by the Hirer.

The seating accommodation provided is limited to the number of chairs that are on the school premises on the day of hire and is arranged so as not to affect the means of escape from the premises and to accord with any approved layout which exists for the premises. Subject to approval, further provision may be made by the Hirer at his/her own expense.

School furniture shall not be moved except by arrangement with the caretaker.

Kitchens and practical subject rooms may be used only for the provision of hot water and the service of light refreshments and only where special approval has been given.

Any alteration or addition to the electrical lighting or heating systems is strictly forbidden, except with the special approval of the Governors which may be given subject to conditions, which the Hirer will be required to observe, the approval of a technical officer acting on behalf of the Governors and, where necessary, the consent of the electricity supply undertakers.

If existing stage lighting, spotlights and dimming equipment are required, it is to be clearly stated on the application form. An extra charge may be made for this service and any operation of such equipment shall be carried out by a competent person named and approved in advance.

Whenever organisations are permitted to use school swimming pools, the following persons shall be in attendance throughout the whole of the period during which the organisation makes use of the pool:-

- (a) Where the maximum depth of water does not exceed 1 metre – two adults, one of whom shall be competent in the current principles and practice of resuscitation.
- (b) Where the depth of water exceeds 1 metre – a qualified life-saver and one other adult who shall also be a swimmer.

The following special conditions shall also apply when the use of school grounds is permitted for activities of a hazardous nature:

No preparation shall be used for polishing the floors except on Friday or Saturday evenings. On these occasions an extra charge, according to the size of the floor, will be made and shall be paid by the Hirer to cover the cost of removing the polish or preparation. The application of floor dressing shall be made by the caretaker only, to whom the Hirer shall supply the dressing.

The wearing of footwear which might cause damage to floors is not permitted.

- (a) The land (including any building or structure therein) is made available in its existing state and condition and neither the Trustees nor Governors can warrant or represent that it is safe and suitable for the holding of the function or for the admission of the public. The Hirer shall not publish or say anything tending to

lead any person to believe otherwise. The Hirer shall have exclusive occupation of and responsibility for the said land during the period that it is used for the function.

- (b) The Hirer shall secure the removal from the said land, as soon as is practicable after the function of all litter or other rubbish left on the land in the course of or produced by the event, which the Governors require to be removed.
- (c) The Hirer shall insure against his/her liability at law for accidents resulting in injury to persons, (including injury resulting in death) or damage to or the loss of property arising from the use of the premises including the liability assumed under the Conditions 9 and 10 foregoing. The amount of the Insurer's liability must be not less than £5,000,000 in respect of any one accident or occurrence and evidence of the insurance must be produced to the Governors at least two weeks before the date of the event.

The Hirer shall ensure that no act is done on the premises, during his/her use of the premises, which contravenes the Race Relations Act 1976 or prejudices the performance by the Governing Body of its obligations under Section 71 of that Act to secure that its functions are carried out with due regard to the relations between persons of different racial groups.

STATUTORY REQUIREMENTS

The premises hired shall not be used for any "licensable activity" under the Licensing Act 2003 unless the Hirer has obtained any necessary licence from the relevant licensing authority for such use.

"Licensable activity" includes:-

- a. the sale by retail of alcohol,
- b. the supply of alcohol by or on behalf of a club to, or to the order of a member of the club,
- c. the provision of regulated entertainment i.e.
 - i. the performance of a play,
 - ii. the exhibition of a film,
 - iii. an indoor sporting event,
 - iv. a boxing or wrestling entertainment,
 - v. a performance of live music,
 - vi. any playing of recorded music,
 - vii. a performance of dance ,
 - viii. anything of a similar description to vi, vii, or viii above

Where that entertainment takes place in front of an audience with the purpose or including the purpose of entertaining that audience.

- d. the provision of entertainment facilities i.e.
 - i. making music,
 - ii. dancing,
 - iii. entertainment of a similar kind to i or ii above.

26. The Hirer shall not use the premises or permit them to be used for gaming or wagering other than lawful gaming carried on in accordance with the provisions of the Gaming Act 1968, or any subsequent Act which in whole or in part replaces it.

(See Paragraph B in "Notes" below).

27. If a Door Supervisor or Door Supervisors are used by the Hirer on the premises then the Hirer must ensure that any necessary licence or licenses have been obtained and are in force during the term of the licence. (See paragraph C in Notes below).
28. The Hirer is required, where appropriate to his/her hiring, and where the premises hired are licensed as described above, to acquaint him/herself with the conditions and regulations subject to which the premises hired are so licensed.

If the Hirer commits a breach during the hiring of any of the conditions attaching to any such licence, or of any, including these, regulations, then, without prejudice to the right of the Trustees, acting by itself or through any other appropriate body on its behalf, to enforce any liabilities already incurred by the Hirer under these conditions, the Governors reserve the rights themselves or acting as aforesaid to determine the hiring, if still continuing, forthwith, to forfeit all sums paid by the Hirer and to refuse to grant any further application from him/her for the hire of school premises.

29. No person shall give any exhibition, demonstration or performance of hypnotism on any living person at or in connection with an entertainment to which the public are admitted, whether on payment or otherwise, in the said premises.
30. The Hirer is required to comply with the terms of s.12 Children and Young Persons Act 1933 (as amended) and in particular

(a) where there is provided in any building an entertainment for children, or an entertainment at which the majority of the persons attending are children, then, if the number of children attending the entertainment exceeds one hundred, it shall be the duty of the hirer to station and keep stationed, wherever necessary, a sufficient number of adult attendants, properly instructed as to their duties to prevent more children or other persons being admitted to the building or to any part thereof, than the building or part can properly accommodate, and to control the movement of the children and other persons admitted while entering and leaving the building or any part thereof, and to take all other reasonable precautions for the safety of the children.

(b) If any person on whom any obligation is imposed by s.12 fails to fulfil that obligation, he/she shall be liable, on summary conviction, to a fine not exceeding level 3 on the standard scale, and also, if the building in which the entertainment is given is licensed under the Licensing Act 2003, the licence shall be liable to be revoked by the Licensing Authority.

(c) A constable may enter any building in which he/she has reason to believe that such entertainment as aforesaid is being or is about to be, provided, with a view to seeing whether the provisions of this section are carried into effect, and an officer authorised for the purpose by an authority by whom licences are granted

Notes

A. The Representation of the People Act 1983 does not allow schools to be used **at any time** as “a Committee Room for the purpose of promoting or procuring the election of a candidate”. The Act does not allow schools to be used **on the day of the poll** for the holding of public meetings in furtherance of any person’s candidature at a parliamentary election or for the holding of public meetings by a candidate at a local election to promote or procure the giving of votes at that election (i) for himself or (ii) if he is a candidate submitted by a registered political party at an election of the London members of the London Assembly at an ordinary election, towards the return of a Candidate on that list.

B. Under the Gaming Act 1968 the conditions subject to which premises may be used for gaming carried on at an entertainment promoted for raising money to be applied for purposes other than private gain are as follows:-

1. (a) The game must not involve playing or staking against a bank, whether the bank is held by one of the players or not.
- (b) The nature of the game must not be such that the chances in the game are not equally favourable to all the players.
- (c) The nature of the game must not be such that the chances in it lie between the player and some other person, or (if there are two or more players) lie wholly or partly between the players and some other person, and those chances are not as favourable to the player or players as they are to that other person.
2. The game must not be by means of a machine to which Part III of the Gaming Act 1968 applies and must not constitute the provision of amusements with prizes in the circumstances specified in Section 15(1) or Section 16(1) of the Lotteries and Amusements Act 1976.
3. (a) In respect of all games played at the entertainment not more than one payment (whether by way of entrance fee or stake or otherwise) shall be made by each player, and no such payment shall exceed £4.00.
- (b) Subject to paragraphs 6 and 7 below, the total value of all prizes and awards distributed in respect of those games shall not exceed four hundred pounds.
4. The whole of the proceeds of such payments as are mentioned in paragraph 3 above, after deducting sums lawfully appropriated on account of expenses or for the provision of prizes or awards in respect of the games, shall be applied for purposes other than private gain.
5. The sum appropriated out of those proceeds in respect of expenses shall not exceed the reasonable cost of facilities provided for the purposes of games.
6. Where two or more entertainments are promoted on the same premises by the same persons on the same day, paragraphs 3 to 5 above shall have effect in relation to those entertainments collectively as if they were a single entertainment.
7. Where a series of entertainments is held otherwise than as mentioned in paragraph 6 above:

- (a) Paragraphs 3 to 5 above shall have effect separately in relation to each entertainment in the series, whether some or all of the persons taking part in any one of those entertainments are thereby qualified to take part in any other of them or not, and
- (b) If each of the persons taking part in the games played at the final entertainment of the series is qualified to do so by reason of having taken part in the games played at another entertainment of the series held on the previous day, paragraph 3(b) above shall have effect in relation to that final entertainment as if for the words 'four hundred pounds' there were substituted the words 'seven hundred pounds'.
- (c) Door supervisor licences are not necessary where:
 - 1. A security guard is performing duties on premises managed or operated by their employer and are not supplied to perform guarding duties for third-parties or customers of that employer.
 - 2. A steward employed directly in-house and carrying out guarding duties (except if working on licensed premises, in which case a Door Supervisor licence will be necessary).
 - 3. Working in an official capacity at a public venue or event, but only checking tickets, giving directions, providing information and assisting the general public
 - 4. Occasionally required to maintain order and discipline amongst individuals, such as a teacher, but not specifically operating as a security guard
 - 5. Performing security activities that are incidental to a main activity and job, such as a shop assistant who is also responsible for locking up and banking cash at the end of the business day
 - 6. A porter, handyman, or other support staff within the security guarding sector but not engaged to provide security
- (d) Licensing:
 - 1. Licences for "licensable activities" under the Licensing Act 2003 are obtained from the local borough or district Council or via internet
www.legislation.gov.uk
 - 2. Gaming Licences are obtained from the Gambling Commission at Victoria Square House, Birmingham B2 4BP Tel: 0121 230 6666 Fax: 0121 230 6720
www.gamblingcommission.gov.uk