



Marsh Green Primary School

Lettings Policy

2021-2022

CONTENTS

1. Rationale	
1.1 Definition of a Letting	
2. Application & Booking Process	
3. Terms & Conditions of Hire	
3.1 Status of the Hirer	3.16 Public Communications
3.2 Priority of Use	3.17 School Equipment
3.3 Sub-Letting	3.18 Furniture and Fittings
3.4 Right of Access	3.19 Car Parking Facilities
3.5 Maximum Number of Persons	3.20 Toilet Facilities
3.6 Public Safety	3.21 First Aid Facilities
3.7 Own Risk	3.22 Fire Safety Regulations
3.8 Safeguarding	3.23 Security Arrangements
3.9 Damage, Loss or Injury	3.24 Vacation of Premises and Conclusion of Letting
3.10 Hirer's Electrical Equipment	3.24.1 Cancellations
3.11 Food and Drink	3.24.2 Settlement of Charges/ Schedule of Rates
3.12 Intoxicating Liquor	
3.13 Smoking	
3.14 Copyright/ Performance Rights	
3.15 Licences	
	4. Schedule of Rates & Charges

APPENDICES

- A. Rationale for Charges Schedule
- B. Booking Application Form

1. RATIONALE

The Governing Body regards the school buildings 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, and any lettings of the premises to outside organisations will be considered with this in mind.

A charge should be levied to meet the additional costs incurred by the school in respect of any lettings of the premises to ensure that the school budget share does not subsidise the cost of a letting.

1.1 DEFINITION OF A LETTING

A letting may be defined as “any use of the school premises by either a community group (such as a local music group or team), or a commercial organisation”. A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

2. APPLICATION & BOOKING PROCESS

Organisations seeking to hire the school premises should apply to the school and the designated member of staff will identify their requirements and clarify the facilities available. A School Letting Request form should be completed at this stage. Marsh Green Primary School has the right to refuse an application, and no letting should be regarded as “booked” until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved, a letter of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the Hire Agreement. The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting. (Marsh Green Primary School may wish to seek payment in advance in order to reduce any possible bad debts.)

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

3. TERMS & CONDITIONS OF HIRE

All terms and conditions set out below must be adhered to. The “Hirer” shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

3.1 STATUS OF THE HIRER

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

3.2 PRIORITY OF USE

The Headteacher will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

3.3 SUB-LETTING

The Hirer shall not sub-let the premises to another person.

3.4 RIGHT OF ACCESS

Designated members of staff reserve the right of access to the premises during any letting. The Headteacher may monitor activities from time to time.

3.5 MAXIMUM NUMBER OF PERSONS

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.

3.6 PUBLIC SAFETY

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct.

3.7 OWN RISK

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

3.8 SAFEGUARDING

Where a letting occurs during school hours, the Hirer will be aware of their responsibilities to safeguard children and vulnerable adults and they will provide evidence of the following; safe recruitment selection practice (including relevant checks), clear expectations of staff with regards to their personal conduct and promoting the well-being of children and adult service users and an up-to-date child protection policy. In the absence of a child protection policy the Hirer will agree to follow the school's child protection policy.

3.9 DAMAGE, LOSS OR INJURY

Neither the school, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

3.10 ELECTRICAL EQUIPMENT

Any electrical equipment brought by the Hirer onto the school site remains the responsibility of the hirer. Marsh Green accepts no responsibility for these items

3.11 INTOXICATING LIQUOR

No intoxicants shall be brought on to or consumed on the premises without the permission of the Headteacher.

3.12 SMOKING

The whole of the school premises is a non-smoking area, and smoking is not permitted.

3.13 COPYRIGHT/ PERFORMANCE RIGHTS

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Local Education Authority and or the school against all sums of money which they have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

3.14 LICENCES

The Hirer is responsible for obtaining all necessary licences, consents and/or permissions which may be required from any source in connection with this letting and the activity stated in the Lettings Request Form.

3.15 PUBLIC COMMUNICATIONS

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Headteacher a week prior to distribution by the Hirer.

3.16 SCHOOL EQUIPMENT

Responsible adults must supervise the use of any equipment, and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

3.18 FURNITURE AND FITTINGS

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

3.19 CAR PARKING FACILITIES

Subject to availability, these may be used by the Hirer and other adults involved in the letting.

3.20 TOILET FACILITIES

Access to the school's toilet facilities is included as part of the hire arrangements.

3.21 FIRST AID FACILITIES

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the schools resources is not available.

3.22 FIRE SAFETY REGULATIONS

The person responsible for the security of the premises before, during and after the hire will explain the fire procedures to the Hirer. The advice will specifically relate to emergency evacuation procedures, fire alarm points and fire-fighting equipment, assembly points and roll call of personnel, location of telephone and how to summon the Fire Brigade and emergency services. A written copy of the school's fire evacuation procedures will be issued to Hirers.

3.23 SECURITY ARRANGEMENTS

The School will ensure that the hirer may access the facilities at the agreed time. The school is responsible for securing the premises after the letting.

3.24 VACATION OF PREMISES & CONCLUSION OF LETTING

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, with all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged.

3.24.1 Cancellations

Cancellation must be in writing. Full Charges will still apply if cancellation by the hirer is made with less than one week's notice period. The School reserves the right to cancel a booking at any time for any reason – in which case any charge already paid will be refunded. In practice the school will give as much notice as is it is able to.

3.24.2 Settlement of Charges/ Schedule of Rates

Marsh Green Primary School will calculate the total letting charge for the period and inform the Hirer within 10 days after receiving the School Letting Request Form. Charges will be applied according to the schedule of Rates and Charges and must be paid in advance of hiring the premises or within 30 days of the final usage agreed in advance on a half termly or termly basis.

4. SCHEDULE OF RATES AND CHARGES

Each organisation/ individual applying to hire the facilities will be judged by the Headteacher to determine which rate is applicable according to the following table.

HIRE OF ROOM OR HALL (including tables/ chairs on request)	HOURLY RATE (or part-hour) (minimum 2 hour booking)	DAILY RATE (0-4 hours. Additional hours will be charged at the hourly rate)
All hirers (unless concession offered)	Term-time Mon-Fri £35.00 Weekend/ Holiday £45.00	Term-time Mon-Fri £135.00 Weekend/ Holiday £175.00
Charitable Concessions	Term-time Mon-Fri £25.00 Weekend/ Holiday £35.00	Term-time Mon-Fri £95.00 Weekend/ Holiday £135.00
Where the hirer provides a service to the school	£0.00	£0.00
<u>Closure of all/ part of the school during normal school opening hours (such as for polling)</u>	<u>N/A</u>	<u>per day/ part day £500.00 (in addition to hire rate)</u>