



Queen's Croft High School

LETTINGS POLICY

Prepared by: Jackie Hesslegrave, Business Manager
Checked by: Peter Hawksworth, Headteacher
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Lettings Policy

Introduction

This policy is designed to provide clarity to the processes and considerations around lettings. The Governing Board is committed to making every reasonable effort to ensure the school building and grounds (the premises) are available for community use, however the school retains the right to decline an application.

Key Principles

The school premises are provided essentially for educational purposes and must not be let in such a manner as to prejudice their use for this purpose.

A hiring may be defined as any use of the school premises by either a community group or a commercial organisation, regardless of whether a hiring fee is charged.

The Governing Board devolve the day to day responsibility to the Headteacher for the management of lettings. All lettings are considered by the Headteacher and the Business Manager ahead of a decision being made. Reference to the Governing Body in this policy reflects these devolved responsibilities.

Practical Arrangements

To ensure that the letting remains compatible with school needs the following conditions form an essential aspect of the lettings policy;

- The duration of the letting shall fall within a timeframe that is acceptable to the school
- Access to the building is not normally available before 6.30pm on school days and may not be permitted beyond 10.00pm at night.

Applications

- All correspondence and applications for the hire must be made directly to the School via the school office. All applications are subject to approval. No letting will be regarded as booked until an appropriate application form has been completed, along with a hire agreement signed by both parties. A letter confirming the agreement will be sent to the hirer, along with copies of the Letting Agreement in confirmation of the booking.

Hirer

- The hirer must be over 18 years of age and shall be the person by whom the application form for the hiring is signed. The hirer will be responsible for the payment of the fees payable in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations contained in the hire agreement.
- The hire agreement is personal to the hirer and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or creating any tenancy between the school and the hirer.

Fees and charges

- The hire fee shall be paid in full upon signing the Hire Agreement together with any returnable deposit required by the Governing Body.

Duration of the Letting

- The Governors shall determine in advance the duration of a letting.

Cancelling of hiring by Governing Body

- The Governing Body reserves the right to refuse any application without stating reasons for so doing.
- The right is reserved to cancel any hiring, without notice, where the Headteacher considers it necessary for any cause outside their control.

Cancellation or postponement by Hirer

- Hirers will be allowed to cancel or postpone such bookings. Refunds or fees payable are at the discretion of the Governing Body.

Hired Area

- Access is strictly restricted to the hired area and any toilet facilities, entrances, exits and corridors as directed by the Governing Body.
- The Governing Body reserve to themselves, and their officials, the right to enter the hired area at all times on producing evidence of their identity.

Variation of Conditions

- There shall be no variation to the conditions of hire without the express consent of the Governing Body.

Care of School Premises

- The hirer is responsible for everyone who is on the School's premises for the activities they are organising and, generally, for everyone who comes on to the parts of the School's premises which are under the hirers control at the stated times. The hirer is responsible for ensuring that they comply with all the terms of the hire agreement.
- No notices or placards shall be affixed to, lean upon or be suspended from any part of the school premises
- No bolts nails, tacks, screws, pins or other similar objects shall be driven into any of the walls, floors, ceilings, furniture or fittings. The hirer shall ensure that no persons using the permitted area to use shoes with stiletto heels or other footwear which may in the opinion of the Governing Body be damaging to the floor surfaces of the hired.

Intoxicating liquor

- Intoxicating liquor shall not be brought into nor consumed on school premises without the prior consent of the Governing Body. Where such consent is given

hirer must comply with the Licensing Laws and provide evidence of such to the Governing Body.

Smoking

- There shall be no smoking on the school premises on the grounds of the fire security and the potential for damage to floors and furniture.

Public Entertainment and other Licences

- The promoters of entertainment and functions to which the public are admitted on payment shall be responsible for completing to the satisfaction of the Governors all formalities in connection with the use of the premises for that purpose. Where the Chief Fire' Officer or Licensing Authority require additional facilities for the purpose of a letting (such as "Exit" sign and emergency lighting) which are not already installed, It shall be the responsibility of the Hirer to provide such facilities of an approved type and method of installation.
- Payment for admission shall be deemed to include admission by tickets or programmes or by any other method by which the making of a payment entitles a person to admission.
- No entertainment or function to which the public are admitted shall be allowed unless the premises are licensed for the purpose under the by-laws of the Local Authority in whose area the premises are situated and all necessary regulations against fire are complied with.
- The hirer shall be responsible during the function or entertainment for which the premises are hired for ensuring:
 - all safety requirements and recommendations of any licensing authority are complied with;
 - any limitation on the number of persons admitted imposed by any licensing authority or the Governors are complied with;
 - suitably qualified persons are employed to be responsible for the supervision of the premises and the conduct of those attending so as to avoid personal danger, and damage to the premises.

Copyright and Performing Rights

- No copyright work shall be performed without the licence of the owner of the copyright and the payment of any appropriate fees.
- The hirer shall comply with all the provisions of the Copyright, Designs and Patents Act 1988. If the hirer shall fail to do so any permission previously granted by the Governing Body to use the school premises shall be immediately cancelled and the Governing Body shall have the right to recover fees, charges or any other payments referred to in these Regulations.
- The hirer shall indemnify the Governing Body from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of Copyright Works on school premises.
- The hirer shall, immediately after any performance or function at which music has been performed or songs sung, complete, sign and return to the Performing Right Society a Performing Right Society Limited form obtainable

from the Performing Right Society Limited, 29-33 Berners Street London W1P 4AA.

- If it is proposed to play a copyright record or tape in public, application for a licence so to do must be made to Phonographic Performance Ltd, 103 James Street, London W1R 3HG
- Evidence that the necessary licences have been obtained must be supplied to the school at least one week before the letting.

Gaming

- No gaming is allowed except in accordance with the conditions of the Gaming Act 1968, Section 41 when gaming is carried on at an entertainment promoted for raising money to be applied for purposes other than private gain. A copy of these conditions is open for inspection in the Local Magistrates Court during the normal hours of business and the hirer shall be deemed to have knowledge of the contents thereof whether or not he has availed himself of the opportunity of inspection.

Use of Equipment

- The hire area does not include the use of any equipment except where specifically agreed and subject to any fees deemed appropriate by the Governing Body. School furniture (other than chairs for use in halls) shall not be moved except by arrangement. The hirer must do everything reasonable to avoid loss, damage or breakage to the School's property whilst the School's premises are under the hirer's control. Any loss, damage or breakage must be reported as soon as practicable to the Headteacher. The Governing Body will be entitled to charge the hirer for any such loss, damage or breakage on terms to be approved by the school.

Insurance

- The hirer will be required to indemnify the School against any liability at law in respect of any accident involving death or bodily injury to any person or damage/loss of any property happening in connection with the use of the premises unless due to the negligence of the Governing Body, its Servants or its Agents.
- The Authority has a special insurance policy which will provide cover for the hirer in certain cases. Policy details including conditions and exclusions can be found on request.
- Where the hirer is a political organisation, a professional entertainment promoter, or uses the premises on a commercial/business basis or is unable to satisfy the requirements of the Third Party Hirer's Policy then they will be required to obtain their own Public Liability insurance.

Parking of Vehicles

- The parking of vehicles on the school's property shall be permitted in approved areas only on condition that persons bringing such vehicles on to

the premises do so at their own risk and that they accept responsibility for any damage to the school's property or injury to any person whether connected with the establishment or not, caused by such vehicles or their presence on the school's premises.

Use of Playing Fields

- Any hiring of a playing field may be cancelled without notice if weather conditions or the state of the ground make it likely that unreasonable damage may result from use. Suitable footwear must be worn.

Miscellaneous

- The hiring body shall comply with such additional conditions as the Headteacher, or the Governors may require in writing, to be observed for a particular letting.
- The school kitchen and kitchens are not available for hire.
- The hirer shall not sub-let the school facilities to any third party.
- The cost of hire can be obtained by the school office, the following factors determine the cost:
 - Area of school to be hired
 - Length of hire agreement
 - Any direct costs associated with the hire: Heat, light, power, cleaning, caretaking, wear and tear, equipment used

Appendix 1

Hirers Liability Insurance Guide

The County Council's Public Liability insurance cover only applies to the legal liability of the Council/School. The policy does not cover any other third party so the school must ensure that the Hirer has appropriate public liability insurance to cover all its legal liabilities arising out of the letting.

Any person(s) hiring the premises to carry out their own company or business activities will be required to have their own Public Liability insurance with a minimum limit of indemnity of £2,000,000. The school must ask for a copy of their certificate or a letter of confirmation from their insurer/broker on an annual basis throughout the period of hire. You are not required to send a copy of the certificate to Insurance Services but a copy, either paper or electronic, must be held at the school for up to 6 years after termination of the hire.

Individuals/groups falling outside of the above may be able to use the County Council's Hirer's Liability policy, subject to policy exclusions. Examples of these include informal groups such as parents coffee mornings, chess groups and community groups.

In order to meet the requirements of the Hirer's Liability policy, schools shall ensure that;

1. all lettings are subject to a formal agreement between the hirer and the school, see [Application for hire of school](#);
2. hirers have read and understood the Conditions of Use, and have signed the letting agreement to confirm their acceptance of the Conditions;
3. where schools have devised their own documentation they include as a minimum the provisions in the Conditions of Use document which can be found at; [Conditions of Use](#)

Policy Cover

Hirer or Persons/Organisations Insured

Individuals or organisations not expected to have their own Public Liability Insurance hiring premises owned by Staffordshire County Council.

1. The intention of this policy is to protect the Hirer where a claim for negligence is made against them by a third party in respect of legal liability which attaches to the Hirer solely by reason of the agreement.
2. The Insurer will indemnify the Hirer in respect of all sums* which the Hirer may become legally liable to pay as damages and claimants' costs and expenses for;
 - (a) accidental injury to any person (other than an employee of the Hirer if such injury arises out of and in the course of employment by the Hirer);
 - (b) accidental damage to the premises or the contents subject to a maximum of £100,000 in any one claim;

(c) accidental damage to other property not belonging to nor in the custody or control of the Hirer or of any person in the Hirer's service;

occurring during the period of insurance arising out of the activities of the Hirer at the premises.

*subject to a maximum limit of indemnity of £5,000,000.

3. The policy will not apply in respect of the use of the premises for the following:
 - (a) Meetings organised by political parties
 - (b) Professional entertainment promotion
 - (c) Commercial or business use
 - (d) for martial arts activities
 - (e) for any sporting activity but only in respect of personal injury or damage suffered by one participant that was caused by another participant.
4. The limit of indemnity is £5,000,000.
5. The policy **only** applies whilst the individual or organisation is using Council premises.
6. If any other insurance covers the same loss, damage or liability this insurance will not pay any amount covered by such insurance.
7. Hiring of Swimming Pools
 - (a) All Hirers must adhere to any requirements laid down by Staffordshire County Council (see [Agreement for use of Swimming Pools](#));
 - (b) The Hirers Liability policy shall extend to acts of negligence on the part of a life-saver, but only where the life-saver is a MEMBER of the Hiring Group and does not receive a fee or salary;
 - (c) Where a life-saver is EMPLOYED by the Hiring Group the Hirer must ensure that the life-saver holds Public Liability insurance with a minimum limit of indemnity of £2,000,000.
 - (d) Where a swimming pool is being hired to an organisation who in turn charges a fee i.e. for swimming instruction, the Hirer shall have their own Public Liability insurance with a minimum limit of indemnity of £2,000,000.

If you have any queries about this policy please contact Insurance Services on 01785 276476.

Appendix 2

APPLICATION FOR HIRE OF SCHOOL

1. Name of Hirer:

2. Address of Hirer:

3. Daytime Telephone Number:

Evening Telephone Number:

4. Details of requirements: Room and area to be hired (tick relevant columns)

| Hall | Sports Hall/Gym | Classroom/ Technology Room | Playing field | Additional facilities |
|------|-----------------|----------------------------|---------------|-----------------------|
| | | | | |

I hereby make application for the hire of the accommodation and facilities stated above and agree to abide by the Conditions of Use specified in the attached documentation.

I have read the information regarding Public Liability Insurance, please tick below* to denote which applies to your application.

*Public liability insurance is being provided by the County Council's Third Party Hirer's Insurance Policy. I can confirm that I fully understand the insurance being provided including the policy conditions and exclusions which apply.

*Public liability insurance is not being provided by the County Council's Third Party Hirer's Insurance Policy and I can confirm that I have arranged Public Liability Insurance in the name of the individual / organisation hiring the school premises for a limit of indemnity of at least £2,000,000.

Signature of Applicant:

Full Name (in block letters)..... Date:

NOTE: The giving of false information on this Application for Hire Form may lead to the cancellation of the booking without notice.

Appendix 3

Conditions of Use

Applications

- All correspondence and applications for the hire must be made directly to the School via the school office. All applications are subject to approval by the Governing Body of the School. No letting will be regarded as booked until an appropriate application form has been completed, along with a hire agreement signed by both parties. A letter confirming the agreement will be sent to the hirer, along with copies of the Letting Agreement in confirmation of the booking.

Hirer

- The hirer must be over 18 years of age and shall be the person by whom the application form for the hiring is signed. The hirer will be responsible for the payment of the fees payable in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations contained in the hire agreement.
- The hire agreement is personal to the hirer and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or creating any tenancy between the school and the hirer.

Fees and charges

- The hire fee shall be paid in full upon signing the Hire Agreement together with any returnable deposit required by the Governing Body.

Duration of the Letting

- The Governors shall determine in advance the duration of a letting.

Cancelling of hiring by Governing Body

- The Governing Body reserves the right to refuse any application without stating reasons for so doing.
- The right is reserved to cancel any hiring, without notice, where the Headteacher considers it necessary for any cause outside their control.

Cancellation or postponement by Hirer

- Hirers will be allowed to cancel or postpone such bookings. Refunds or fees payable are at the discretion of the Governing Body.

Hired Area

- Access is strictly restricted to the hired area and any toilet facilities, entrances, exits and corridors as directed by the Governing Body.
- The Governing Body reserve to themselves, and their officials, the right to enter the hired area at all times on producing evidence of their identity.

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- There shall be no variation to the conditions of hire without the express consent of the Governing Body.

Care of School Premises

- The hirer is responsible for everyone who is on the School's premises for the activities they are organising and, generally, for everyone who comes on to the parts of the School's premises which are under the hirers control at the stated times. The hirer is responsible for ensuring that they comply with all the terms of the hire agreement.
- No notices or placards shall be affixed to, lean upon or be suspended from any part of the school premises
- No bolts nails, tacks, screws, pins or other similar objects shall be driven into any of the walls, floors, ceilings, furniture or fittings. The hirer shall ensure that no persons using the permitted area to use shoes with stiletto heels or other footwear which may in the opinion of the Governing Body be damaging to the floor surfaces of the hired.

Intoxicating liquor

- Intoxicating liquor shall not be brought into nor consumed on school premises without the prior consent of the Governing Body. Where such consent is given hirer must comply with the Licensing Laws and provide evidence of such to the Governing Body.

Smoking

- There shall be no smoking on the school premises on the grounds of the fire security and the potential for damage to floors and furniture.

Public Entertainment and other Licences

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- Payment for admission shall be deemed to include admission by tickets or programmes or by any other method by which the making of a payment entitles a person to admission.
- No entertainment or function to which the public are admitted shall be allowed unless the premises are licensed for the purpose under the bye-laws of the Local Authority in whose area the premises are situated and all necessary regulations against fire are complied with.
- The hirer shall be responsible during the function or entertainment for which the premises are hired for ensuring:
 - all safety requirements and recommendations of any licensing authority are complied with;
 - any limitation on the number of persons admitted imposed by any licensing authority or the Governors are complied with;
 - suitably qualified persons are employed to be responsible for the supervision of the premises and the conduct of those attending so as to avoid personal danger, and damage to the premises.

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- The hirer shall comply with all the provisions of the Copyright, Designs and Patents Act 1988. If the hirer shall fail to do so any permission previously granted by the Governing Body to use the school premises shall be immediately cancelled and the Governing Body shall have the right to recover fees, charges or any other payments referred to in these Regulations.
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- The hirer shall, immediately after any performance or function at which music has been performed or songs sung, complete, sign and return to the Performing Right Society a Performing Right Society Limited form obtainable from the Performing Right Society Limited, 29-33 Berners Street London W1P 4AA.
- If it is proposed to play a copyright record or tape in public, application for a licence so to do must be made to Phonographic Performance Ltd, 103 James Street, London W1R 3HG
- Evidence that the necessary licences have been obtained must be supplied to the school at one week before the letting.

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- The Authority has a special insurance policy which will provide cover for the hirer in certain cases. Policy details including conditions and exclusions can be found on request.
- Where the hirer is a political organisation, a professional entertainment promoter, or uses the premises on a commercial/business basis or is unable to satisfy the requirements of the Third Party Hirer's Policy then they will be required to obtain their own Public Liability insurance.

Parking of Vehicles

- The parking of vehicles on the school's property shall be permitted in approved areas only on condition that persons bringing such vehicles on to the premises do so at their own risk and that they accept responsibility for any damage to the school's property or injury to any person whether connected with the establishment or not, caused by such vehicles or their presence on the school's premises.

Use of Playing Fields

- Any hiring of a playing field may be cancelled without notice if weather conditions or the state of the ground make it likely that unreasonable damage may result from use. Suitable footwear must be worn.

Miscellaneous

- The hiring body shall comply with such additional conditions as the County Council, Headteacher, or the Governors may require in writing, to be observed for a particular letting.

- The school kitchen and kitchens are not available for hire.
- The hirer shall not sub-let the school facilities to any third party.

Appendix 4

AGREEMENT FOR THE USE OF SCHOOL PREMISES

AN AGREEMENT made _____ (date) _____ between

_____ (Name of School) and

_____ (Name of hirer/organisation)

IN CONSIDERATION of the school permitting the hirer to use the accommodation listed on the dates and times shown in the schedule below, the hirer shall observe the following conditions:-

- payment being made in full at least one week/month (delete as applicable) prior to the letting(s) taking place;
- the person in charge of your activity being shown the fire escape routes before the start of the letting;
- the Conditions of Use prevailing at the time of the letting.

A receipt and authorisation to use the premises will be issued when payment is received.

THE SCHEDULE

| Area hired/ additional facilities and equipment | Dates and Times of Hire | Cost of Hire |
|---|-------------------------|--------------|
| | | |
| | | |
| | | |

Signed by _____ Date: _____

On behalf of the Governing Body

Signed by the hirer _____ Date: _____

NOTE: Please ensure the Conditions of Use and the terms specified above are fully understood. Failure to comply will invalidate the Hire Agreement.