

Chilmark and Fonthill Bishop C of E (Aided) Primary School

Lettings Policy

We live and learn with faith and love

1. All lettings are at the absolute discretion of the Governors and the Governors reserve the right to reject any application without the need to give a reason.
2. Applicants must comply with the terms and conditions attached to the application for hiring the school hall and such other terms and conditions as the Governors may impose.
3. Applications must be made in writing using the attached application for Hiring the School Hall.
4. Written permission should be sought for the use of the school playing fields and the governors reserve the right to charge and to impose such terms and conditions for the use as they consider fit.
5. For reasons of child protection the hall will not be let during the normal school day or at such other times as the Governors in their absolute discretion consider appropriate.
6. The cost of hiring the hall will include a fee for preparing for a letting by locking all classroom and office doors, opening up before the event, locking up after the event and cleaning the hall and toilets.

Policy drafted:	April 2005
Policy ratified by FGB:	June 2005
Reviewed by Premises Committee:	Summer 2007/2010/2013
Reviewed:	Summer 2016
Next Review:	Summer 2019

Application for Hiring the School Hall

Date and times requested

Purpose of Hire

Name, address and telephone number of applicant

1. I confirm that I have read and agree to be bound by the terms and conditions of letting.
2. I confirm that I will be the person responsible for the hiring and will check the school for cleanliness and damage.
3. I enclose a cheque with both the deposit and hiring fee.
4. I attach a copy of insurance cover for public liability for a minimum of £1 million.
5. I acknowledge that the Governors have the right to reject any application without the need to give a reason.

Signature_____

Date_____

Chilmark and Fonthill Bishop Church of England (Aided)
Primary School

School Hall

Terms and Conditions of Letting.

A. General

1. Educational, Church and other statutory requirements take precedence over any other use.
2. Premises are let as they normally stand, and no alterations or additions shall be made to lighting, heating or any furniture and fittings without the consent, in writing, of the Governors or Headteacher.
3. The tariff for letting the hall, disabled toilet and kitchen is £50 per session. For local community groups recognised by the Governors in their absolute discretion, this will be reduced to £25 per session. All hirers except Church, School and Friends of Chilmark School will be required to pay a deposit of £100 against any damage or cleaning costs. Deposits must be paid when the booking is made. No charge is made for use of the School Playing Field, or for school furniture that is borrowed for local events. In each case the user will be expected to pay for any loss or damage.
4. All passageways, stairs and exits to which the public has access shall at all times be kept free from obstruction.
5. Posters and placards will not normally be permitted on the premises except by prior consent, in writing, of the Governors or Headteacher.
6. No bolts, screws, nails or tacks or any adhesive fastenings shall be used to fix anything to the wall or for any other purpose.
7. No article of any inflammable or explosive character or any article producing an offensive smell or any oil, electric, gas or other engine shall be brought into the accommodation.
8. Smoking is not permitted in any part of the school including the school buildings or in the school grounds.
9. The hirer shall be responsible for the maintenance of good order and behaviour during the letting. No intoxicating liquor shall be sold supplied or consumed on the premises without the previous consent, in writing, of the Governors or Headteacher, and, if appropriate, the Licensing Authority.

10. Attention is directed to the Childrens and Young Persons Act 1933 Section 12 (1), which provides that when the number of children attending an entertainment exceeds one hundred, it should be the duty of the person providing the entertainment to provide an effective corps of properly instructed stewards to see that the number of the children attending does not exceed the proper capacity of the building, and to take all other reasonable precautions for the safety of the children.
11. Hirers are still liable for the cost of the letting if a booking is cancelled, in writing, after 9.30 a.m. on the day of the letting or, for a weekend letting, after 2.00 p.m. on the Friday preceding the weekend of the letting.
12. Consent, in writing, to the use of the grounds may be requested from the Governors.
13. The floor of the Hall is used for pupils' physical education and no substance is to be applied to the floors to prepare them for dancing.
14. No footwear liable to damage floors and floor coverings should be worn in the school buildings.
15. Dogs, other than guide dogs for the blind, shall not be allowed on school premises.
16. At the absolute discretion of the Governors no charge is made for the use of the school Playing Fields or for school furniture that is borrowed for local events. In each case the user will be expected to pay for any loss or damage.
17. Where the Hirer is an organisation they must have clear safeguarding and child protection policies and procedures in place which comply with current government guidance from DCFS e.g. adoption of the sport England Safeguarding Standards.
18. The Hirer will liaise with the school in the event of any concerns arising about safeguarding children or child protection.

B. Fire and Safety Precautions

1. The hirer should be aware of the position of telephones, escape routes, fire alarms, fire fighting equipment, and the arrangements for emergency assembly areas. Organisers of any activity must also ensure that, as far as possible, an accurate list of those present is available as a roll call in case of fire.
2. Before using the premises hirers are responsible for checking, and Head and Governors for ensuring, that:

- Escape routes are unlocked and unobstructed internally and externally and that all doors are easily and immediately operable from the inside
 - Safety lighting is working satisfactorily
 - Seating and gangways are arranged in accordance with safety rules
 - Fire fighting equipment is available for immediate use
 - The maximum permitted number to be admitted is not exceeded – 260 people
 - The hirer is familiar with the layout of the building
3. In the event of a fire the hirer is responsible for the calling of the Fire Brigade when the alarm sounds.
 4. If there is a fire, or the fire alarm sounds, everyone should leave the building ensuring that all doors are closed after they have been passed through. All persons should go to the designated assembly area where a check on those present should be carried out – either by using the list of attendees or by individual enquiry.
 5. If anyone is missing, an organised search should be initiated. The Officer in charge of the Fire Brigade should be met immediately on arrival and informed of the position. With the exception of those carrying out an organised search for missing persons, no one should be allowed to re-enter the building until authorised by the Senior Fire Brigade Officer present. No search should be undertaken if fire has taken hold of the area concerned. This should be left to the Fire Brigade.
 6. There may be an opportunity to use the nearest fire extinguisher to attack the fire or to keep it localised. Care should be taken to ensure that the type of fire extinguisher is appropriate for the fire involved. However, fire fighting is always secondary to safety of life.
 7. After the letting the hirer will check there are no apparent fire risks. At the end of the letting hirers should therefore ensure that all electrical appliances and water taps are turned off, and that isolating switches, where installed, are off. Doors and windows should be closed and any special fire instructions adhered to.

C. Damage to Property

1. The Hirer shall repay to the Governors any additional costs, whether for staff or premises, resulting from the misuse and/or damage of the premises and/or grounds resulting from their use by the hirer before, during or after the period of hire if in relation to or because of the hiring.
2. The costs of reinstating grounds or reinstating or replacing any part of the premises or any property in or on the premises and grounds which shall be damaged, destroyed, stolen or removed will be certified by a member of

the Royal Institute of Chartered Surveyors whose certificate shall be conclusive.

D. Indemnity

1. Hirers shall indemnify the Governors against all claims, demands, actions or proceedings in respect of goods or clothing or of the death or injury of any person which shall occur during, before or after the period of hire if in relation to or by reason of the hiring. Provided always that this indemnity shall not apply in the event of any negligence on the part of the Governors or Local Education Authority, their agents or employees, or any defects in the premises or of an act of God or the Queen's enemies.
2. The hirer shall obtain insurance against its legal liabilities to third parties, with a limit of indemnity of at least £1 million and produce evidence of such insurance upon request to the Headteacher or Governors.
3. Premises shall not be used for any unlawful purpose and there shall be deemed to be implied on the part of the hirer an undertaking with the Governors strictly to observe all statutory provisions and regulations imposed by the Justices of the Peace or any other relevant authority applicable to any letting, and to indemnify the Governors and the Local Education Authority, their agents and employees from all penalties, damages and costs which they may incur in consequence of an breach or default in complying with such provisions.
4. The hirer shall indemnify the Governors against all claims, demands actions or proceedings arising out of the infringement of copyright, etc during the period of hire.
5. The hirer shall be responsible for ensuring that appropriate licensing requirements are met.

E. Right of Entry

1. The Head, Governors, Chief Education Officer and persons authorised by them, shall have free access to the hired premises in the pursuance of their duties and instructions must be given by the hirer for their admission.

F. Failure to Observe Conditions

1. If the hirer shall fail to observe or ensure the observance by others of the provisions of these Terms and Conditions and any Notes attached to them, the Governors may without notice end the hirer's rights under the agreement, and effect the immediate vacation of the premises and/or grounds.

2. Such a termination shall not release the hirer from any of the obligations under the agreement or affect any right which the Governors may have under the agreement or otherwise and the Governors shall be entitled to retain any money paid as a deposit and to sue for any balance outstanding.

G. Responsibility for Property

1. The Governors shall not be responsible for goods, materials, clothing, etc., brought into or left in the building by the hirer or persons acting on his behalf.
2. No vehicles are to be parked on school premises including play areas.

H. Statutory Requirements

Without prejudice to the generality of the foregoing:

1. Public music, singing and dancing can only take place in premises that have a Music, Singing and Dancing Licence. Public performances are defined to include those to which members of the general public have free access, normally on payment of an entrance fee. Hirers must ensure they obtain all such necessary licences and/or issue all required temporary event notifications and that they observe the conditions therein. Amongst other things there will be conditions limiting the hours during which such performances can take place and on the maximum number of persons who can be present in the licensed accommodation.
2. Intoxicating liquor **cannot be sold** on the premises unless the hirer or person providing the bar facilities has obtained a licence or issued a temporary event notification from the appropriate Authority. Such a licence or endorsed notification must be shown to the Governors representative before the letting starts. The bar must be placed where young persons under the age of 18 cannot normally gain access. Should such access occur, all liability for any consequences of whatever sort shall be with the hirer.