



Olveston CEVC Primary School
LETTINGS POLICY

1. All indoor and playing field lettings must be approved by the Governing Body (although its function is delegated to the Head teacher), but any application for a letting may be called in by the Director of CYP Services for decision.
2. All applications must be on the form provided by the Governing Body for the purpose. The prospective hirer must complete Part 1 in full. Failure to do so may require the letting to be not approved or in the case of a series of lettings the starting date to be delayed.
3. The hirer must personally sign the application form and may not assign or sub-let the premises which he has hired.
 - I. Applications for lettings shall made not less than 21 days before the proposed date of use. Where the proposed date falls within a school holiday, the application must be submitted not less than 21 days before the commencement of the holiday period. Applications for the use of playing fields for fetes should be submitted not less than 2 months before the proposed date of use.
 - II. All charges must be paid by the due date on receipt of the official invoice. In the case of casual lettings this will be 7 days before the proposed date of use. In the case of regular lettings (except sporting activities where VAT exemption is applicable) 25% of the total charge as booked will be payable 1 month before the first date of hire, 50% halfway through the letting period and the balance 1 month after the first date of hire. In cases where VAT exemption is applicable details of payments will be shown on the invoice which will be forwarded at the beginning of the letting.
 - III. The Governing Body does not undertake to refund any charge on cancellation of booking by the hirer unless 21 days' written notice of the cancellation has been given.
 - IV. Applications will only be accepted for a maximum period of 1 year between the first day of April of one year and the 31st March of the following year.
4. The Governing Body or the Director of CYP Services may cancel any lettings ay any time, but either the fees paid will be refunded or an alternative date offered, except in the case of misconduct.
5. The Governing Body and/or the Local Authority reserve the right to impose special conditions in respect of any lettings, series of lettings or class lettings in order to protect its property or employees.

The Director of CYPS in consultation with the Director of Administration and the Local Authority may exercise this right on behalf of the Local Authority or authorise any other person to do so. Special conditions will be notified to hirers and may include any requirement considered by or on behalf of the Local Authority to be desirable, including (without prejudice to the generality of the foregoing) requirements as to fire precautions; security of persons or premises; the employment of security or other staff; the exclusion of admission of any person, persons or class of person or of any animal, animals or equipment; the giving of bonds or the effecting of insurance. The hirer may treat any special condition imposed after the booking as being accepted as cancellation under Regulation.

CHARGES

6. Charges will be made at rates which will be determined from time to time by the Governing Body and which are liable to change without notification to the hirer. In cases where an incorrect charge has been quoted, the Governing Body reserves the right to charge the correct rate, although the hirer may treat this as being accepted as a cancellation under Regulation 4.

CARE OF THE PREMISES

7. The hirer shall ensure that there is a named responsible adult present and able to supervise at all times during the letting (as specified on letting application form) and that the responsible adult is fully aware of the letting procedure.
8. It is a condition of any letting that the hirer undertakes to pay the Governing Body the cost of making good any damage to property which may be the result of a letting. The hirer must clear away any rubbish and leave the premises in the condition in which he found them. The hirer will be responsible for reimbursing the Governing Body for any additional costs incurred in cleaning the premises after the letting.
9. No desks, fixed furniture or equipment that may be in the room hired shall be interfered with without the prior approval of the Governing Body. Standing on seats, furniture, window sills, etc. is not permitted. Fittings, fixtures or decorations of any kind shall not be allowed, other than purely temporary arrangements which require no nails, screws or other fixing devices which would damage or disfigure any part of the premises.
10. Chalk, resin or polishing materials may not be used on the floors.
11. The lighting arrangements of the premises are not to be supplemented or altered, nor are any specialist equipment such as public address systems to be installed by the hirer, except with the express approval of the Governing Body.

EQUIPMENT AND ACCOMODATION

12. Specialist rooms and equipment (including gymnastic equipment, public address systems, stage lighting and pianos) are not included in letting arrangements unless specifically mentioned in the application form and approved by the Governing Body. Such applications must specify the name and qualifications of the person taking responsibility for their proper use.
13. Chairs installed in the premises may be used by special arrangement with the Governing Body, but the Governing Body does not undertake to provide suitable chairs or seat for use by the hirer. Any furniture provided by the hirer must be removed immediately after the end of the letting.

PLAYING FIELDS

14. The Governing Body does not undertake to provide goal nets on playing fields for hirers.
15. The Governing Body does not give any guarantee as to the standard of any pitch or field nor to the maintenance or improvement of this standard during the season. The hirer shall be aware of the state of any pitch or field upon submitting his application and such application will be deemed to be for the particular pitch or field as seen. The Headteacher shall deem whether any pitch or field is fit for use and her decision shall be final.

SCHOOL KITCHEN

16. Separate charges are made for use of the school's catering facilities. These can be obtained from the Assistant Education Officer (Catering).
17. Where the accommodation hired includes school catering facilities, the following special conditions must be observed:
 - I. A member of the School Catering Staff must be present while the catering facilities are being used, and the requirements of that member of staff must be obeyed.
 - II. There must be no smoking in any kitchen or by any person handling food or catering equipment.
 - III. School tea cloths must not be used.
 - IV. The kitchen and all equipment must be left as clean as it is found.
 - V. School crockery and cutlery must not be used except by special permission by the District or Area Catering Manager.
 - VI. Tables must be covered before use or washed after use.
 - VII. Members of the public and children are not allowed in the school kitchen.

LEGAL REQUIREMENTS

18. The hirer shall comply with the legal requirement concerning consumption of intoxicating liquor, music, singing and dancing licences and copyright. The hirer shall not make any application for licences without specific approval of the Governing Body
19. The hirer shall comply with Section 12 of the Children and Young Persons' Act 1933 (and recent acts) that is to say where any play or entertaining is provided at which the majority of the persons attending are children, then if the number of children attending exceeds 100, 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 persons being admitted to the building or to any part of it than can be safely accommodated there and to control the movement of the children and other persons admitted while entering and leaving the building and to take all other reasonable precautions for the safety of the children.

INSURANCE

20. 'It is the responsibility of the hirer to arrange public liability insurance that covers all their legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £5 million. The certificate of insurance must be produced before the letting can be confirmed.
If the hirer does not have their own insurance the Governing Body can arrange appropriate public liability insurance through the Local Authority at an additional cost. 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.'

CONDITION OF PREMISES

21. Whilst the Local Authority and the Governing Body gives no guarantee as to the fitness, suitability or condition of the premises at the commencement of the letting, every effort will be made to see that the premises are in a reasonable state. Where it is proved not to be so applications for ex gratia refunds of a proportionate part of the hire charge will be considered at the discretion of the Governing Body whose decision shall be final.

COMPLIANCE WITH REGULATIONS

- 22. Failure by the hirer to comply with any or all of the above regulations, where applicable, whether intentionally or not may be deemed by the Governing Body/Local Authority to be just cause for the immediate cancellation of any letting or series of lettings.

SPECIAL CONDITIONS

- 23. The hirer shall enforce the school's ANTI-SMOKING POLICY for the school building and grounds.

Ratified by Governors of the Finance Committee - November 2011

Signed Chair of Finance Committee _____

Date _____

To be reviewed every 3 years