

Lettings Policy

Review Period	Recommended Annually						
Date of next review	December 2023	Author	J Dodson				
Type of Policy	Statutory	Approval	Approval Governing Body				
Signed by:							
Head Teacher	Mr D Thompson	Date: 20 December 2022	DM				
Chair of Governors	Cllr A Ellison	Date: 20 December 2022	Adam				

Control over the use of accommodation and facilities at the school rests with the Governing Body. The Governing Body has delegated to the Head Teacher the responsibility for the letting of the school building. The Head Teacher is responsible for approving or declining applications, subject to any directions given by the Governing Body and will issue to the Finance and Buildings Sub Committee of the Governing Body a regular report on the use of premises outside normal school hours.

The Governing Body reserves the right to amend their lettings charges at any time. The decision of the Governing Body shall be deemed final in this matter.

Although the school is not allowed to subsidise lettings, registered organisations which are recognised as educational/cultural and which undertake a regular programme of approved activities may be eligible for preferential rates, at the discretion of the Head Teacher.

School functions and events organised by the Governing Body or Friends of the School Group are exempt from all charges, as they fall outside the scope of letting arrangements.

Lettings will be accepted only upon condition that making the premises available to outside organisations would be convenient and not affect the day-to-day use of the school facilities by its staff and pupils.

In accordance with the Local Government Miscellaneous Provisions Act 1982, a licence is required for events involving Public Entertainment. However, if the activity is limited to staff and pupils of the school, than a licence is not required.

Priority for Lettings

The Governing Body is mindful of the needs in the local area and has carried out an assessment of local needs. This information has been used to assess the priorities for lettings. The following lettings are especially encouraged:

- Educational activities open to school pupils and their families
- Recreational activities open to school pupils and their families
- Activities organised by local community groups for the benefit of the local community
- Lettings to people living in the school's local community
- Lettings to voluntary/not for profit organisations
- Lettings to people with a disability
- Lettings to low income groups
- Lettings to children's groups

The following activities are not considered to be appropriate for lettings as they are either well provided for in the local area; are not deemed to be compatible with the ethos of the school or are not able to be accommodated within the schools facilities:

- Commercial activities with little potential to generate income or support for the school
- Events selling alcohol
- Activities promoting gambling, except for tombola's, sweepstakes or raffles.

Types of Lettings

The Governing Body has agreed to define lettings under the following categories:

- School Lettings for activities for pupils or their parents and carers that provide educational benefit to pupils, which the school wishes to subsidise
- Community Lettings for other community activities

 Commercial lettings will be charged on Application for the hire of the premises should be made to the school on the relevant form, giving as much notice as possible.

All organisations wishing to use school premises should have their own public liability insurance to cover them for any services and activities they provide, and must have their own employers' liability insurance if employing staff or volunteers. The original insurance document should be seen and a copy taken by the school and kept on file.

Booking Procedures

Priority will be given to regular hirers with ten or more bookings each term.

Hire of all facilities will be paid for in advance of their use by the hirer.

Organisations will be required to pay for each occasion booked, unless the booking is cancelled by the school.

Non-Payment

The School Bursar will regularly review the outstanding invoices file to ensure that the school has no long-term debtors.

The School Bursar has the authority to cancel the booking of any organisation that has outstanding invoices owing to the school.

Health and Safety / Fire Safety Regulations

In accordance with the school's Health and Safety Policy and School Fire Safety Regulations, the Assistant Head Teacher (Health & Safety Officer) will explain the above procedures to the representative in operational control of the organisation. This advice will specifically relate to:

- o Emergency evacuation procedures
- o Fire alarm points and firefighting equipment
- Assembly points and roll call of personnel
- Location of telephone and how to summon the Fire Brigade and emergency services
- Risk Assessment for proposed activity

A written copy of the fire evacuation procedures will be issued to hirers.

The school will retain income derived from lettings, and costs to the school of lettings will be met from this income.

All persons hiring the school premises will be expected to conform to the relevant Health and Safety regulations.

Signed	Date	
Chair of Governors		
Signed	Date	
Head Teacher		

HEBBURN SCHOOL COMPREHENSIVE APPLICATION FOR LETTING OF PREMISES

Name	Click here to enter text.
Address	Click here to enter text.
Telephone	Click here to enter text.
Name of Organisation	Click here to enter text.
Email	Click here to enter text.
Activity of Organisation	Click here to enter text.
Required	\square One Off \square Weekly \square Monthly \square Other Click here to enter text.
Dates	Click here to enter text.
Start Time	Click here to enter text.
Finish Time	Click here to enter text.
Area required Max capacity 30	\square Classroom -£20 per hour, half day £50, full day £75 \square Meeting Room Large £20 per hour, Small £15 per hour \square Large – up to 20 People \square Small 6-8 people
400	\square Main Hall £25 per hour, £75 half day, £150 full day £200 full day plus evening
60	Open Areas £20 per hour, £50 half day, £75 full day
Refreshments Required	☐Tea / Coffee - £1 per cup
	☐ Buffet £4.50 per head
No of Participants	Click here to enter text.
Equipment Requirements	☐ Whiteboard/ Projector – free
Please note no	☐ Laptop – free
removable data drives may be used in school equipment.	□IT Support – £25 per hour

HEBBURN COMPREHENSIVE SCHOOL TERMS AND CONDITIONS OF HIRING PREMISES

BOOKING CONDITIONS

All letting fees shall be paid in advance by the Hirer. Specific bookings may be made for single lettings or repetitive lettings during periods of up to 28 days, defined as one month. In the case of repetitive lettings, the charge for each specific month will be in accordance with the scale of charges that apply in that month and must be paid in advance to cover the specific booking. A provisional booking may be cancelled by the hirer at any time, but a specific booking cannot be cancelled unless 14 days prior notice has been given by the hirer, where this period of notice has been given the fee relating to the cancelled booking may be refunded by the school. Where the school is obliged to cancel a specific booking for any reason other than the hirer's instigation the fee relating to the booking will be refunded.

STATUS OF THE HIRER

Lettings will not be made to persons under the age of 18, or to any organisation group or individual with an unlawful or extremist background or to anybody to whom the school does not wish to hire the premises. The lettings 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.

USE OF PREMISES

School Responsibilities

For the duration of the letting period schools will be responsible for ensuring the following provision:

- Adequate means of escape in emergency adequate equipment available for the use should an emergency situation arise. This should include: Fire extinguishers, first-aid kit, access to telephone
- Adequate heating, lighting and ventilation. This should include external lighting where required.
- Safe Equipment and premises.
- Individual arrangements should detail which equipment should be used and which not.
- Arrangements are in place to ensure the security of the premises at the end of the letting period if appropriate.

In addition to the above provisions, schools must ensure that hirers will have adequate supervision in attendance during letting periods.

Schools will be required to carry out periodic monitoring of hire activities to ensure compliance with hire conditions.

Hirer responsibilities

For the duration of the letting period the hirer will be responsible for ensuring the following:

- Adequate supervision is available. Normal and emergency procedures are followed
- No school equipment, other than that specified at the time of letting is used. School furniture shall not be moved by the hirer except by arrangement with the Caretaker or person holding custodianship for the time being e.g. a relief Caretaker.
- The hirer will ensure that all relevant recruitment and vetting checks including DBS disclosures have been undertaken on staff who work with children and young people
- Familiarity with emergency equipment, such as fire extinguishers, alarms, telephone, first-aid facilities. An emergency evacuation procedure is established. This will detail who will be

- responsible for taking control, calling emergency services and where to assemble. Consideration should be given to the needs of any disabled participants.
- Facilities and equipment are used in a responsible manner, which does not compromise the safety of the users or the premises and equipment. This includes ensuring that; *alcohol is not consumed on school premises*.
- Electrical equipment is PAT tested and complies with the British standards.
- Emergency exits, fire extinguishers, alarm points are not obstructed. Adequate walkways are available to allow free and easy access and egress. No gas cylinders or canisters are used inside the premises. Combustible materials are not placed adjacent to heat sources.
- A risk assessment will be conducted for each hiring/activity by both the school and Hirer together. Copies must be given to the Hirer and kept on file in school.
- Equipment is used for the purpose for which it was designed.
- Any equipment or furniture moved by prior arrangement is to be replaced at the end of the period of hire.
- Flammable and/or hazardous substances are not to be used, including gas cylinders, open fires or candles.
- Arrangements have been made to ensure the premises are secured at the end of the letting period if appropriate.
- Nails, tacks, screws etc., shall not be driven into, or adhesives fixed to walls, floors, ceilings, furniture or fittings and no decoration of any kind shall be put up. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.
- No food or drink may be prepared or consumed on the school premises without the prior permission of the Governing Body. Any food or drink prepared on the premises must be done in line with current food hygiene regulations.
- Footwear likely to damage the floors is not to be worn. No stiletto or any type of thin heel is to be worn in the Sports Hall, Dance Studio, Drama Studio and Fitness Suite. If the Hirer's activities involve outdoor use of school facilities, participants should ensure footwear is cleaned before re-entering the premises.
- Litter and property belonging to the hirer or his servants or agents, is to be removed by the hirer at the end of the period of hire. Any costs incurred in removing these items will be paid by the hirer.
- Alterations to lighting or heating systems are forbidden.
- To park in designated areas, leaving access for emergency vehicles
- That no users of the school facilities cause any nuisance or disturbance to the Governors or the School or any neighbouring properties.
- The Hirer shall not sub-let the premises to another person.
- The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children/vulnerable adults taking part in an activity until they are collected by a responsible adult. Additional charges may be made where the caretaker is unable to lock up whilst the Hirer ensures children are safely vacated beyond the time agreed in the letting arrangement.

COPYRIGHT

The hirer or his servants or agents shall not infringe any copyright or performing rights and undertakes to indemnify the Governing Body against the costs of infringement. Where the letting involves the use of sound recordings or music is played, groups might not be covered by the licenses purchased for the school premises. Primarily groups that are linked to the school and consist of teachers, students, PTA members etc., will be covered. For other groups clarification should be sought from the relevant licensing authority prior to the premises being let and the relevant licence purchased, if required. The School Finance Officer will require from the hirer sight of the relevant licence(s) at the time of booking the premises. A licence may also be required for the performance of a dramatic or musical work. (Hirers should note that the use of 'home produced' tapes or copies of music is not permitted.

ALCOHOL

Alcohol shall not be served or consumed on the school premises except with the permission of the School Governors and will be subject to the conditions made at the time of booking, and to the obtaining of such Justice's Licence as may be necessary

DISABLED PERSONS

On those occasions when disabled persons are present on the premises, the Hirer shall be responsible for ensuring that any special arrangements as may be necessary are in place so as to enable all persons to leave the premises safely in the event of fire, including the use of marshals and escorts where appropriate.

LIABILITY OF HIRER

Neither the Governing Body nor South Tyneside Council shall be liable for any injury or damage to or loss of property, which shall or may occur to the hirer, his assistants, servants or agents, or others entering on the property in the exercise or purported exercise of the hiring, with the exception of injury or damage as may occur by reason of the negligence of the Governing Body or the Council, its servants or agents acting within the scope of their authority. The hirer will therefore need to ensure adequate insurance is purchased to indemnify the negligent actions of the group, its servants, assistants and agents resulting in a claim for injury and property damage*to members of the group, the Governing Body or Council or others entering the property.

Please note that this is a NO SMOKING SITE

I confirm that I am over 18 years of age, and that the information provided on this form is correc	t.
I, the Hirer, agree to the above Terms and Conditions.	

Signed	(Hirer)
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