

All Angels' Federation Lettings Policy

Formally adopted by the Governing Body of All Angels' Federation	
On:	November 2020
Chair of Governors:	Rosemary Games
Review:	November 2021

1. INTRODUCTION

The Governing Body in conjunction with the school Headteacher recognises the role of the school within the community and welcomes the use of the School's premises for a variety of community and leisure purposes.

The overriding aim of the Governing Body is to support the school in providing the best education for its pupils and this is a key consideration for any agreed lettings.

Use of the school premises by the school are not subject to the charging elements of this policy.

A copy of the Booking Conditions will be sent with the application form to the Hirer when the initial enquiry is made.

2. DEFINITION OF A LETTING

A letting may be defined as 'any use of the schools' premises (building and grounds) by either a community group or a commercial organisation'.

School facilities may be hired for a single letting or for continuous lettings as agreed by the governing body.

3. AVAILABILITY OF PREMISES

Designated areas within the school are available for hire unless required by the school.

4. CHARGES

The Governing Body reserves the right to make a charge for the use of school premises.

Charges will be set out in the letting agreement between the school and the hirer.

A deposit may be required at the Governing Body's request for community group or commercial lettings where there is considered to be an additional risk of damage to school property. This would offset any cost of extra cleaning or repair work to return the hired area to a satisfactory condition. Any remaining deposit will be returned to the Hirer.

The Governing Body reserves the right to annually review its lettings charges, giving the Hirer half a terms notice of any changes to fees or conditions of hire. When the letting has been confirmed, payment must be made to the school prior to the use of the premises. In the case of a regular booking, payment will be required at the end of each half term. Rates are available for prospective hirers upon request.

5. VAT

VAT is normally only chargeable on lettings of sport facilities (a concession may be available from H.M. Revenue & Customs if certain conditions are met).

6. APPLICATION PROCEDURES

a) Application forms, available from the school, should be submitted to the office at least

10 working days before the first day of the proposed letting. The person signing the application form will be considered to be the Hirer and must be over 18 years of age. Acceptance will be confirmed by email/letter to the Hirer. Any amendment to the booking will require a new application form to be completed.

- b) All applications will be considered on their merit, taking into consideration the suitability of the activity. The Governing Body reserves the right to
 - refuse applications without giving a reason
 - have a representative present at any function to monitor activities
 - terminate any activity not properly conducted
- c) The Hirer must provide the school with contact details in case of an emergency. This person must be on the premises for the duration of the letting.
- d) Persons may have to undergo a DBS check prior to any letting if required by the Governing Body.
- e) The Hirer must comply with the schools Health & Safety Policy, Complaints Policy and Equal Opportunities Policy. These are available upon request.

7. SECURITY OF PREMISES

Entrance to the school will be via the Main Entrance. It will be the responsibility of the Hirer to ensure that the school premises are secure during the time they are in use, i.e. ensure that the Main Entrance is locked when all members of the group are inside.

For security reasons a school staff member will be available to open and lock up the school premises unless a key card is issued at the discretion of the Headteacher, with access for specific periods of time to agreed facilities.

The school will provide the Hirer with the name and phone number of the school contact in case of an emergency.

8. USE OF FACILITIES

a) The Hirer will be responsible for the proper use of the school facilities (specialist equipment is not generally available e.g. projectors, TV and video equipment, cookers etc., unless special arrangements have been made) and must take all reasonable precautions to ensure that there is no damage to the fabric of the buildings; furniture and fittings; or school equipment. The Hirer will be responsible for making good any damage to the premises and property. Any precautions required to ensure the users' safety when using equipment, such as the provision of information and training, are the responsibility of the Hirer. In all cases, the Hirer must ensure that risks associated with the activity are properly controlled throughout the hire period and that the premises are returned to the control of the school in a clean and satisfactory condition.

b) All mains powered electrical equipment brought onto the premises must be safe and evidence may be required that it has a valid test and inspection certificate.

- c) The Hirer must be advised that they cannot rely on the school's risk assessments for any activities carried out during the letting and must complete their own risk assessments, a copy of which must be held by the school.
- d) Users should acquaint themselves with the Fire and Safety regulations and procedures relating to the area of premises in use. These will be clearly displayed in each of the designated areas. It is the responsibility of the Hirer to provide first aid equipment and trained personnel. They must also carry out their own fire drills and organise their own fire procedure. Documentary evidence must be made available to the school on request.
- e) Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring.
- f) The Hirer must only use the area of the building that has been hired. Any furniture or equipment moved by the Hirer should be returned to its original position at the end of each session.
- g) A toilet is available for use in the Main Corridor.
- h) The Hirer is responsible for ensuring that good order is kept on the premises and within the immediate environment of the school, and that the premises are left in a clean and tidy condition.
- i) The Hirer will be responsible for ensuring that the group has adequate insurance appropriate for the activities organised and must provide evidence to the Headteacher before a letting can be agreed including a copy of their Public Liability Insurance.
- j) It is the responsibility of the Hirer to ensure that the premises will not be used for any purpose which may be deemed contrary to English law.
- k) Car parking facilities are subject to availability and may be used by the Hirer and any adults involved in the letting.
- l) The school reserves the right to levy an additional charge to cover:
- any additional cleaning that may be required after an event
 - the cost of repair of damage to the school fabric or equipment
 - the cost of replacement of any items of school equipment if uneconomical to repair.
- m) For security reasons, the Hirer will not have access to the school telephone / school office. Hirers are urged to consider acquiring a mobile telephone for use in an emergency.
- o) Express approval by the Governing Body is required if alcoholic drinks are to be sold or consumed on the premises. The selling of alcohol requires a licence. Unconsumed liquor, bottles, cases, glasses and similar articles must be removed from the premises immediately after the function has ended.

- p) Smoking is not permitted anywhere in the school building or grounds.
- q) Animals, other than Guide Dogs, are not permitted anywhere on the school premises. This is purely on grounds of hygiene.
- r) No combustible materials are to be used within the school, except without the express approval of the Governing Body.

In The Event of an Incident, Fire or Near Miss

The school must ensure that County Council Incident Report forms are made available to the Hirer, who in turn, must ensure one is completed correctly and that an investigation is undertaken. A review of the risk assessment for the activity will be required. If the Hirer has produced a risk assessment then the Hirer is responsible for undertaking the review and informing the school of any findings that may be relevant. Schools are NOT responsible for undertaking a risk assessment for Hirer's activity(ies).

In The Event of Fire

The Hirer will call the Fire Service. All users will evacuate the building via the nearest fire exit and meet at the designated point. Users must not re-enter the building until the 'all clear' has been given. The Fire Service will give this. Fires must be reported using the County Council Incident Report form.

The Hirer will also contact the schools emergency contact after the alarm has been raised to the emergency services.

9) LICENCES

There are a variety of licenses that may be required for different types of function. The onus is on the Hirer to ensure which are necessary, and must produce documentary evidence before the letting takes place. The Hirer will indemnify the school and LA against any action brought about by failure to obtain the necessary licence(s). The following categories of letting may require a licence:

- Theatre licence
- Copyright/Royalty licence
- Cinematography licence
- Alcohol
- Music, Singing and Dancing

10) INSURANCE

The Hirer will be entirely responsible for the proper use of facilities and must take all reasonable precautions to ensure that there is no damage to the fabric of the building, furniture and fittings or any school equipment.

- i) The Hirer shall indemnify the Local Education Authority when signing the application form against any claim for bodily injury or loss of damage to property (real or personal) whether belonging to the LA or to any other person if the said loss, damage or injury is either caused by the negligence of the user or by the negligence of any other person using the premises hired with the permission of the Hirer.

ii) The effect of i) is that the Hirer will be liable to indemnify the LA for any damage which is caused when the premises are being used for a function for which they are let. However, it is only operative if the damage etc. is caused by the negligence of the user or any other person using the premises with the Hirer's permission.

11. CANCELLATION

a) By the Hirer

Cancellations should be made in writing at least 5 working days before the proposed letting, otherwise the Hirer will still be liable for the standard charges. In the event of a cancellation being made at the appropriate time, the school will credit the Hirer for a free booking the following term, if applicable, or refund the fee if no further bookings are required.

b) By the School

If the school finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 24 hours and, where possible, alternative accommodation will be offered unless the Hirer is in breach of the letting agreement upon which cancellation will take immediate effect. If this is not possible, a refund will be made. The L.E.A and the school will accept no liability in respect of commitments incurred by the Hirer due to such cancellations.

12. DECLARATION OF INTEREST

Any member of school staff or governors having a connection with a letting must formally declare this. The declaration should be recorded in formal minutes at the appropriate meeting.

13. REVIEW

This policy will be reviewed in full by the Governing Body on an annual basis.