



# LYDIARD MILLICENT CE PRIMARY SCHOOL

## LETTINGS POLICY

Member of staff responsible	Headteacher
Governor responsible	Chair of Accountability Committee
Sub-Committee responsible	Accountability
Date agreed with staff	n/a
Date discussed with pupils	n/a
Date agreed at Sub-Committee	November 2017
Date approved at Governing Body	December 2017
Frequency of policy review	Annual
Date next review due	November 2018
Statutory Policy	No
Review Level	No One

### Document Version Control

Issue Number	Issue Date	Summary of changes
1.1	Jan 10	Revised to allow Sunday lettings
1.2	May 11	Revised in accordance with new site. Cross-referenced with County Letting formula - May 2011 figures.
1.3	May 12	Minor amendments to appendices as advised by WC - also changes reflect new rates to buildings.
1.4	May 13	Minor amendments
1.5	Oct 13	Amendment to Pre-School Rent Figure. Addition of Eagle Football Academy.
1.6	Apr 14	Addition of Beaver/Scout Group.
1.7	Apr 15	Amendment to Pre-School/ASC Rent Figures.
1.8	Apr 16	Amendments to Pre-School/ASC Rent Figures.
1.9	Sept 17	Added 'and Vaping' to Terms and Conditions, Point 9.

### New School Dimensions

(Hall - 180sqm      Changing Room - 6 sqm      ICT - 46 sqm      DT - 31 sqm  
 Kitchen - 25.7 sqm      Meeting Room - 11 sqm)

### Hall Capacity

290 people. (Subject to public entertainment licence.)

# LYDIARD MILLICENT C of E PRIMARY SCHOOL

## LETTINGS - September 2017

### 1. Introduction:

This policy has been formulated and implemented using the *WC Lettings Guidelines to Governors*. At the time of writing there are 7 long term lettings at Lydiard Millicent Primary School, namely:

- Lydiard Millicent Pre-School and
- Lydiard Millicent After School Club
- All Saints Church
- Bristol Diocese
- 1<sup>st</sup> Lydiard Millicent Rainbows
- Eagle Football Academy
- Lydiard Millicent Beaver/Scout Group

Any further applications for additional lettings should be submitted in duplicate and will be considered individually by one member of the Accountability Committee and the Headteacher who will review such requests subject to the various appropriate acts and legislation. Lettings must however be in accordance with the Christian ethos of the School. Contentious cases will be referred to the Accountability Committee. Additional advice if required will be sought from the Chief Education Officer for WC.

The Accountability Committee have responsibility for the implementation of this lettings policy. The Headteacher and office staff are involved in the day to day administration of the lettings.

### 2. Conditions for Lettings

See separate pages - Appendix 1.

### 3. Management

#### Opening/Closing and Security of Premises:

Where this requirement occurs out of school hours, the Accountability Committee has agreed that the signatory to the application form for use of accommodation will be the designated responsible person to ensure security of the premises. In the case of the After School Club, the responsible person will be the Play Leader on duty.

### 4. Lettings/Costings

- (i) The governors have, in accordance with the *Guides to the Law for School Governors*, ensured that delegated school funds are not used to subsidise lettings and that all costs are covered by the charges levied.
- (ii) The governors have agreed to use the *WC Letting Guidelines* charging structure to calculate costs. (Actual costs are unknown for the next year.) The tariff includes maintenance and energy costs, based on the winter figures. The hire charges will be set at 2 levels annually, based on long or short term lettings. There will be an energy levy for hire of the IT suite. Revised charges will be applicable from April of each year and subject to at least 1 months notice.

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## 5. Bookings

Bookings will be in accordance with the following timings as agreed by the Governing Body:

Monday - Thursday: 1500 - 1700 and 1800 - 2200  
Fridays: 1500 - 1700 and 1800 - 2400  
Weekends/Holidays: 1000 - 2400

## 6. Invoicing

The lettings are exempt VAT in accordance with section 4.5 of Schools VAT Manual. Invoices will be raised termly, with payment due net within 14 days. Payments can be made by BACS, cheque or cash.

All fees received are banked and accounted for through the Schools PS Financials accounting system, and audited annually.

Clear records are kept of the governors decisions on the charging structure for each letting. These records are available for inspection by the hirers if required, and audit staff.

**APPLICATION FORM FOR USE OF ACCOMMODATION AT  
LYDIARD MILLICENT CE PRIMARY SCHOOL**

Particulars of Organisation/Club

Name of Organisation \_\_\_\_\_

Name and Address of Hirer \_\_\_\_\_

\_\_\_\_\_

Telephone No: (Daytime) \_\_\_\_\_ (Evening) \_\_\_\_\_

Facilities Required:

- Hall  Hall and Kitchen
- IT Suite  DT Room
- Playing field  Playing Field with changing/toilets
- Any Other Facilities

**NB:** TOILETS ARE INCLUDED WITH EVERY LETTING ( 3 standard and 1 easy access)

Purpose of use \_\_\_\_\_

Day(s) \_\_\_\_\_ Date(s) \_\_\_\_\_

Time(s) of use: from \_\_\_\_\_ to \_\_\_\_\_

Parking required: Yes/No \_\_\_\_\_ Alcohol consumed: Yes/No \_\_\_\_\_

Heating required: Yes/No \_\_\_\_\_ Alcohol sold: Yes/No \_\_\_\_\_

Equipment/apparatus etc required \_\_\_\_\_

\_\_\_\_\_

Other requirements \_\_\_\_\_

\_\_\_\_\_

Other information \_\_\_\_\_

**DECLARATION**

I agree to and will be responsible for applying the terms and conditions of hiring as submitted to me. I have completed and returned the Hirers Checklist and will pay the sum due on receipt of your invoice payable net 14 days.

Date \_\_\_\_\_

Signature \_\_\_\_\_

**CONSENT**

Your application for the hiring of accommodation/facilities has been approved/rejected by the Governors. If it has been rejected a letter of explanation is attached.

The charge is £ \_\_\_\_\_

Date \_\_\_\_\_

Signed \_\_\_\_\_

on behalf of Governors

Name (print)\_ \_\_\_\_\_

**PLEASE ENCLOSE A COPY OF YOUR INSURANCE PRIOR TO  
THE DATE AND ALSO ARRANGE TO COLLECT A KEY**

**RECOMMENDED TERMS AND CONDITIONS OF LETTINGS Appendix 1**

## A. General

- 1) Educational and other statutory requirements take precedence over any other use.
- 2) Proof of up to date, acceptable insurance cover must be provided.
- 3) 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 of the Governors or the person to whom the control of lettings has been delegated.
- 4) All passageways, stairs and exits to which the public has access shall at all times be kept free from obstruction.
- 5) Food and drink must be kept to the hall area NOT the carpeted ICT/foyer area.
- 6) Posters and placards will not normally be permitted on the premises except by prior consent of the Governors or the person to whom the control of lettings has been delegated.
- 7) No bolts, screws, nails or tacks or any adhesive fastenings shall be used to fix anything to the wall or for any other purpose except by prior consent of the administrator.
- 8) 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.
- 9) Smoking and Vaping are not permitted.
- 10) 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 of the Governors or the person to whom the control of lettings has been delegated, and, if appropriate, the Licensing Authority.
- 11) Consent to the use of the grounds may be withheld if the Governors consider the condition of the grounds are such that additional use may result in the inability of the school to provide sufficient playing space to provide for curricular use in accordance with the Standards for School Premises Regulations.
- 12) No footwear liable to damage floors and floor coverings should be worn in the school buildings.
- 13) Dogs, other than guide dogs for the blind, shall not be allowed on school premises.
- 14) Tables, chairs and any other school property must be stored and stacked in the manner supplied.
- 15) Stage lighting, the PA system and projector equipment shall not normally be used unless special consent is given and a competent operator is provided. Governors may wish to make a separate charge for this use.
- 16) The equipment cupboards (Music, Science, PE CW, RE) are not to be used by hirers.
- 17) 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 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.

- 18) Hirers are still liable for the cost of the letting if a booking is cancelled within 24 hours of the booking.
- 19) No substance is to be applied to the floors to prepare them for dancing.
- 20) The procedure for obtaining and returning the key(s) must be followed and signed for accordingly.
- 21) There is no access to school resources/cupboards, nor the apparatus.

## **B. Fire and Safety Precautions**

- 1) The hirer must have a working mobile phone to call emergency services in an emergency and, 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
  - Fire fighting equipment is available for immediate use
  - The maximum permitted number to be admitted is not exceeded
  - The hirer is familiar with the layout of the building
- 3) In the event of a fire the person in charge of the hired premises 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. The hirer should make a sweep of the area to ensure everyone has evacuated. 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) 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. Extinguishers should only be used by those trained to do so. **However, fire fighting is always secondary to safety of life.**
- 6) After the letting the responsible person, will check there are no apparent fire risks. At the end of the letting hirers should therefore ensure that all electrical appliances, gas 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) Any damage to be reported immediately to the Governors via the Admin Officer.
- 2) 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.

- 3) 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 by way of personal or third party insurance 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 £5 million.
- 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 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 any breach or default in complying with such provisions.
- 4) The hirers 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 in respect of a letting at which charges are made for admission and musical works are to be performed vocally, instrumentally or mechanically (see below).

#### **E. Health and Safety**

- 1) Current UK Food Safety Regulations, with particular reference to nut allergies, must be followed at all times. Governors will consequently inform the Sub-Contractor for meals provision (currently Chartwells7) of all lettings involving the use of the kitchen. Any mis-use will be reported to the Governing Body.
- 2) The Hirer must provide their own crockery, utensils and drinking vessels and supply cleaning materials as necessary. Additionally, all surfaces must be thoroughly cleaned using Antibacterial Cleaner/Sanitiser and cloth provided by the School Governors.
- 3) The safe container provided must be used for all glass/china breakages.
- 4) The parking and movement of cars (capacity 18) must be carried out in a safe and orderly manner. Overflow parking can be hired from the Village Hall Management Committee by application. no parking is allowed on the playground or the field
- 5) Noise must be controlled at all times to avoid a nuisance for the occupants of neighbouring premises.



- 6) Clause B of these terms and conditions, covering Fire and Safety must be adhered to at all items. At the end of the letting the organiser must ensure that the building is left in a safe condition, in accordance with item 7 of Clause B.

#### **F. 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.

#### **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) Cars are parked on the school premises at the owners' risk.

#### **H. Statutory Requirements**

- 1) Public music, singing and dancing can only take place in premises that have a Music, Singing and Dancing Licence. Public performances are defined as those to which members of the general public have free access, normally on payment of an entrance fee. Hirers must ensure they obtain such a licence if necessary 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) Public performances of stage plays etc, can only take place in premises that have a Stage Play Licence. Hirers should ascertain whether the premises concerned have such a licence and what its conditions are, particularly in respect of maximum size of audience and seating arrangements.
- 3) Intoxicating liquor cannot be sold on the premises unless the hirer or person providing the bar facilities has obtained a licence from the Justices of the Peace. Such a licence must be shown to the Governors representative - normally the caretaker or other responsible persons - 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 hirers.

#### **I. Failure to Observe Conditions**

- 1) If the hirer shall fail to observe or ensure the observance by others of the provisions of these Terms of 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.

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, and to sue for any balance outstanding.