

The Crossways Schools Lettings Policy

This policy applies to anyone external to the school but not for school, governor or FOS functions.

Rationale

As a Community School, the school recognises its duty to have school premises available for let to the wider community.

Aims

- To make use of the powers given to governing bodies (under the extended schools initiative) to encourage community use, develop school facilities and generate income.
- To encourage profit/non-profit making groups/organisations, to use the school premises.

General Guidelines

- Ownership of the land and buildings rests with the LA and its powers are limited to licensing the use of the school only.
- The governing body shall have due regard to any advice, guidance or directions issued by the LA, in particular fees for the cardholder.
- The governing body will consider transfer of control agreements with appropriate partners and subject to the advice and approval of the LA.
- School functions will always take priority over lettings
- Access is strictly restricted to the specified premises. The hirer shall not use or permit the use of premises for any other purpose or activity, other than specified in the application, nor by any other person, and strictly in accordance with these conditions.
- Crossways Schools are inclusive schools and promote equality of opportunity. Lettings will only be made to persons or groups who follow the same criteria.

Administration and Procedures

- Lettings can be agreed on an ad hoc basis (i.e. one offs) or for regular use over a longer period for a maximum period of one year.
- All applications must be on the school letting application form and accompanied by the terms and conditions for letting. These can be obtained from the school office or the school website. Failure to do so may mean the letting will not be approved or in the case of a series of lettings the starting date delayed.
- The governing body reserves the right to impose special conditions in respect of any letting, in order to protect its property or employees. These will be notified to hirers and may include;
 - fire precautions
 - security of persons or premises
 - the exclusion of admission of any person/persons or of any animal, animals or equipment
- Adequate notice should be made for all lettings before the proposed date of use. Where the proposed date falls within a school holiday, the application form must be submitted not less than 7 days before the end of a term.
- Provisional telephone bookings must be confirmed in writing within 5 working days.
- The governing body will adopt a charging regime, which recovers all costs incurred in making premises available. The governing body will agree concessions. (Please see the separate Charges for Hire sheet.)
- For regular lettings both the school and hirer must give notice of one month to discontinue the letting, unless damage or misuse of school facilities is the cause. In this case, immediate cessation will apply.
- The governing body may cancel lettings at any time, but either the fees paid will be refunded or an alternative date offered, except in the case of misconduct. No other compensation shall be paid.
- Any person who knowingly acts in contravention of any of the above requirements will be charged at the appropriate rate and refused permission to use school's premises in the future.
- The headteacher, on behalf of the governing body, shall approve any promotional material or publicity making reference to the school in advance.

Charges

- The charges include costs associated with lighting, heating and caretaker costs incurred in the opening and closing the school.
- For casual lettings, if booked more than 7 days in advance a deposit is required to secure the letting with payment in full on receipt of an invoice. If less than 7 days notice is given payment will be required in full.
- For regular lettings an initial deposit is required with a termly invoice to be paid within one month of issue.
- The governing body will review charges annually (March).
- Refunds on cancellation of a booking by the hirer are at the discretion of the governing body subject to administration costs incurred.

Care of Premises

- The Head teacher shall deem whether the hired area is fit for use and his/her decision shall be final.
- 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.
- The hirer shall enforce the school's **NO SMOKING POLICY** for the school grounds.
- 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. Any damage shall be reported immediately.
- The hirers must clear away any rubbish (including removing refuse bags from the premises) and leave the premises in the condition in which it was found. The hirer will be responsible for reimbursing the governing body for any additional costs incurred in cleaning the premises after the letting. Toilets are to be left in a clean condition and flushed. All tables must be covered before use or washed and left as found.

Equipment and Premises

- Where required, or in the event of triggering the alarm system, the hirer shall liaise with the key holder regarding practical arrangements associated with the letting.
- The hirer shall repay to the governing body any additional costs, whether for staff or premises, resulting from the misuse and/or damage of the premises and/or grounds. Such costs shall be determined by the governing body (acting reasonably) and shall be paid within seven days of a written demand.
- The school does not accept any responsibility for any vehicles or articles of property left by the hirer, his guests, agents or any member of the public at the school during the period of hire.
- 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.
- Other equipment including specialist equipment such as gymnastic equipment, public address systems, stage lighting and pianos are not included in letting arrangements unless specifically mentioned in the application form and approved in writing by the governing body. The hirer must install any specialist equipment and they must specify the name and qualifications of the person taking responsibility for their proper use.
- Any furniture provided by the hirer is their responsibility and must be removed immediately after the end of the letting.
- Parking is permitted out of school hours within the school grounds with consent from the governing body and is at the hirers' own risk. Where required the hirer is responsible for ensuring adequate stewarding is provided and vehicles are parked in a responsible manner.

Catering Facilities

- The hire of the servery is only available for making refreshments and the preparation of pre-prepared food, the following conditions must be observed:
 - A kettle/urn will be available for hot drinks
 - Children are not allowed in the kitchen area
 - A fridge is provided for food storage, with all food being removed at the end of hire
 - No crockery or cutlery will be made available
 - The kitchen and any equipment must be left as clean as it is found
 - All rubbish must be removed
- There are no cooking facilities in the kitchen.
A sink is provided for washing up facilities.

Health and Safety

- A risk assessment form must be completed prior to letting.
- The number of persons using the premises should not exceed the number specified in the application.
- All applicants shall be required to make suitable arrangements for first aid and insurance cover.
- The hirer shall be responsible for the health and safety of all persons using the premises under the licence and must make him / her self fully aware of the fire precautions and procedures in existence.
- The school does not provide first aid medical facilities for hirers, nor does it guarantee access to the telephone system for calling assistance during lettings. Hirers should make their own arrangements.

Insurance

- It is the responsibility of the hirer, prior to the letting to effect whatever insurances are appropriate to cover his liabilities. Insurance effected by the governing body or LA does not extend to the hirer's liabilities. At the least the hirers shall take out third party and public liability insurance with a reputable insurance company in a sum not less than the Public Liability Sum (specified in the licence public liability insurance of at least £5million for public and business events) and shall if so required produce details of such insurance for inspection by the governing body. For one off hire, South Gloucestershire can provide public liability insurance for £10.

Legal Requirements

- Where the hirer is an organisation, the organisation and its members shall be jointly and severally liable.

- It will be the responsibility of the hirer to ensure that the conditions of the licence are adhered to by all persons making use of the premises under the terms of the written agreement.
- The hirer will hold harmless and indemnify the school and the governing body in respect of any loss, liability claim or proceedings whatsoever arising under statute or common law for death or personal injury to any persons whomsoever or damage to property or breach of copyright arising out of or in the course of by reason of the hiring except to the extent that such liability loss or damage results from the negligence of the school or the governing body or its servants or agents.
- The hirer shall comply with the statutory or regulatory requirements at the premises, in particular concerning the consumption of intoxicating liquor, music, singing and dancing licences, theatre licences and copyright. The hirer shall be fully responsible for obtaining any licenses or any other permission required and shall not make any application for licences without the prior approval of the governing body.
- In accordance with Part 2 of the Criminal Justice and Court Services Act 2000 and the Rehabilitation of Offenders Act 1974 (Exceptions) order 1975 (as amended), it is the hirer's responsibility to ensure that any employees working at the school have been vetted through the Disclosure Barring Service.

Compliance with Regulations

- 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.

Compiled by the Headteacher and Governors
 May 2016
 To be reviewed every 3 years
 (May 2019)

<u>Hire Period</u>	
No of weeks	
Starting on	
Finishing on	
Times required for event	
Times required for setting up and clearing away	
Rate is per hour	Rate per additional hour
Rate is per session	
Rate is per term let	
<u>Numbers attending</u>	
No. of Adults (estimate if possible)	No. of Children (under 18)
Where the event involves the supervision of children, please confirm all adults have been or will be subject to satisfactory disclosure barring service (DBS) checks	
	Yes / No
If yes please confirm by your signature	
.....	

The hirer confirms that;

- They will have adequate insurances and have public liability insurance of at least £5 million for public and business events
- They will have made their own arrangements for first aid
- They will sign the license agreement and comply with the terms and conditions of use
- They will pay all fees and charges notified

Signed

Date

Print Name

The school may require further information before determining the application.

Application approved by either Head teacher or head of the governing body

Signed

Date

One copy is to be given to the hirer and the other kept with lettings documents

Crossways Schools
Charges for Hire of School Premises
Apr 2016 - March 2017

Inside the School

Area	For non-profit making organisations	Cost
Main Hall		£24.00 for 2 hours (£5 per hour each additional hour)
Honey Pot and Servery (Infants only)		£10.00 per hour (£5 per hour each additional hour)
School Classroom		£5.00 per hour
Elliott Classroom (either Music or Art) (Juniors only)		£5.00 per hour
School Library (Juniors only)		£6.00 per hour

Area	For profit making organisations	Cost
Main Hall		£30.00 for 2 hours (£6 per hour each additional hour)
Honey Pot and Servery (Infants only)		£12.00 per hour (£6 per hour each additional hour)
School Classroom		£6.00 per hour
Elliott Classroom (either Music or Art) (Juniors only)		£6.00 per hour
School Library (Juniors only)		£7.00 per hour

Use of School Grounds

Playground Area Plus changing and toilet facilities	£5.00 per hour £12.00 per session
Playing Field Plus use of 2 sets of portable football posts Plus changing and toilet facilities	£12.00 per game £3.00 per pair £10.00 per session

Other school facilities and equipment may be available on request.