

Queen's Crescent School

Lettings Policy

Rationale

The key role for the school building is to be the place where the children of the school receive their education. Decisions to let the building will always be taken in regard to this key role of providing a quality environment for the children. The Governors recognise that the building is an asset within the community and will agree to appropriate groups using it within the guidelines set down by the policy. The part of the building available for letting will be the school hall and/or studio. (Any other room will be let by separate agreement.)

Principles of the policy

In order that the letting is properly managed the governors have developed a policy that will guide the letting of the building. The principles on which lettings can take place are as follows:-

1. The lettings do not interrupt the normal running of the school. School use and functions will always have priority.
2. The lettings do not incur costs to the school. Lettings should be profitable to the school so that the increased wear and tear can be covered as well as the charges helping to support improvements in provisions for the children.
3. The caretaking and security of the building is clearly accounted for. Lettings will normally be part of the caretaking staff duties. They will be responsible for the security of the building. Letting should not, however, place an unreasonable burden on the caretaking staff. Before a letting is agreed the availability of caretaking staff will be ascertained
4. The hirer meets the terms and conditions set out in the Terms and Conditions of Letting at Queens Crescent School.
5. The head teacher would normally oversee the arrangements for letting referring to the chair of governors where necessary. Requests for regular lettings over a long period would be considered by the governing body but agreements would only be given for a period of no longer than a year. Agreements can be renewed annually.
6. Charges will be agreed by the governors and published.
7. Lettings that take place during the holiday period or on a bank holiday will be considered as there will need to be staff available to deal with them. Consultation with staff will identify whether a letting outside the school term and week is possible.
8. No furniture or equipment other than the hall tables and chairs will be used by the hirer unless agreements with the school have been arranged. Governors will consider the effect of wear and tear on school equipment if charges have to be made over and above the normal wear and tear provision allowed for in the standard charges. The hirer is made aware that under no circumstances may P. E. apparatus be used.

- 9. When governors consider setting charges, the charges will reflect the increase in cost of maintenance of i.e. the hall floor, because of the increased use. Costs of maintenance of the extra use cannot be met by the school budget so lettings should be self financing.

Policy IssuedDecember 1996

Reviewed..... September 2016

Signed
Mrs J Hawkins, Headteacher

Signed
Mrs R Dimech, Chair of Governors

(PROCEDURE)

Organisation of the lettings

1. Hirer approaches the school and the School Business Manager gives them the lettings form, terms & conditions and charges so that they may make a formal application. The application will identify times and space required. They must also confirm on the application form that they have suitable insurance.
2. The Head teacher (he/she may consult the Chair of Governors) considers the letting as to its suitability and on which level of charge the letting would be placed.
3. The Caretaker is asked to confirm they are able to undertake the letting.
4. The hirer is informed of the decision and the charges.
Payment must be received within 7 days of receipt of invoice.
In the event of the hirer having to cancel the booking, provided 48 hours' notice is given, no charge will be made.
5. The hirer is also required to undertake that they will meet the terms and conditions of the letting. This is particularly important with regard to their insurance
6. A letting diary is maintained by the School Business Manager so that lettings do not clash. All forms are filed appropriately and records kept for 6 years. VAT will be charged on lettings where the regulations require that it is to be so.
7. If there is a clash with a school event the hirer will be informed with a week's notice that the building will be unavailable for their use at that time.
8. Other than use of hall chairs and tables, no school equipment (the P.E. apparatus must **never** be used) will be used by the hirer unless there has been agreement with the head teacher. (Charges will be made for use of other equipment). The hirer would be expected to make a request on the application form. All damages have to be paid for.
9. The hirer is expected to leave the building in the condition that it is found, the caretaker/cleaner is not involved in cleaning after a letting unless the hirer has agreed to pay for the extra cleaning hours. (Details of charges will be given if requested). The hirer has access only to the rooms agreed in lettings confirmation letter. All other rooms will be locked, this is especially important in respect to the office where confidential information is stored.
10. Health & Safety. When a hiring has been agreed the caretaker will explain the school's arrangements in the event of fire. The hirer will be responsible for carrying them out. They will also be responsible for informing the school in the event of an accident/near miss and completing the necessary forms should they be applicable.

TERMS AND CONDITIONS OF LETTING QC SCHOOL LIMITED

**A Charitable Company Limited by guarantee registered in England and Wales with Company
Number 9166463**

**Registered office address: Queen's Crescent School, Windsor Close, Chippenham, Wiltshire
SN14 0QT**

1. General Conditions

- 1.1 Educational and other statutory requirements take precedence and no application which will interfere with the educational functions of the premises or maintenance of the premises will be approved.
- 1.2 Use during school holidays should be limited to such as will not interfere with cleaning and maintenance.
- 1.3 Premises are normally let as they stand and no alterations or additions shall be made to the lighting, heating, seating, gangways, fittings, fixtures, furniture or other arrangements of the accommodation except with the authority of the Headteacher. Any special requirements such as additional seating are to be requested on the application form and paid for as appropriate in addition to the basic hiring charge. Stage lighting shall not be used unless special approval is given and a competent operator is available. A separate charge may be made for this use.
- 1.5 All passages, stairways and exits to which the public have access shall, at all times when the public are on the premises, be kept free from obstruction.
- 1.6 Posters or placards will not be permitted on the premises except upon the boards provided for the purpose, with the prior consent of the Headteacher.
- 1.7 No bolts, screws, nails or tacks shall be driven into any part of the premises; neither shall any adhesive be used on walls.
- 1.8 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.
- 1.9 Smoking is not permitted.
- 1.10 The hirer shall be responsible for the maintenance of good order and behaviour during the hiring.
- 1.11 No intoxicating liquor shall be sold, supplied or consumed without the previous consent of the Governors and that of the Licensing Authority, if appropriate.

- 1.12 School Kitchens may only be used if a member of the Catering staff is on duty for the whole period to safeguard the Caterer's interests and supervise the use of equipment. The hirer will be charged at the appropriate rate for this attendance and for the use of the kitchen. The member of staff is not required to work for the hirer.
- 1.13 Attention is directed to Section 12 (1) of the Children and Young Persons Act 1933 which provides that when the number of children attending an entertainment exceeds one hundred, it shall be the duty of the person providing the entertainment to provide an effective corps of properly instructed stewards, to see that the number of children attending does not exceed the proper capacity of the building and to take all other reasonable precautions for the safety of the children.
- 1.14 The charges made for the use of premises are inclusive of all payments, including that of the caretaker, except as described in paragraph 1.3, 1.12 and 1.20.
- 1.15 Hirers are still liable for the cost if a booking is cancelled within 48 hours of the agreed letting date.
- 1.16 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.
- 1.17 Hall floors are used for children's physical education and no substance is to be applied to floors to prepare them for dancing. No footwear liable to damage floors and floor coverings should be worn in the school building.
- 1.18 No dogs, other than guide dogs for the blind, shall ordinarily be allowed in school buildings.
- 1.19 Under no circumstances may any P.E. apparatus whatsoever be used.
- 1.20 The letting charges do not include cleaning. Hirers will be asked to leave the building as it was found. If this is not found to be the case the Governors may wish to make a separate charge.

2. Safeguarding and Child Protection

- 2.1 The hirer should have clear safeguarding and child protection policies and procedures in place, if appropriate, which comply with current Government guidance from DfES (e.g. the adoption of the Sport England Safeguarding Standards)
- 2.2 The hirer will liaise with the school in the event of any concerns arising about safeguarding children or child protection.

3. Fire and Safety Precautions

All hirers using the school premises or facilities must take responsibility for safe practice in the areas under their control, as per the Health and Safety at Work Act 1974, particularly Section 8 which states that no person shall intentionally or recklessly interfere with or misuse anything which is provided in the interests of

health, safety or welfare. For further information please see the schools Health and Safety policy which is available on request from the School Office.

3.1 Briefing

The hirer must have a working mobile phone available during the hire and should be made aware of the position of telephones, escape routes, fire alarms, fire fighting equipment and arrangements for emergency assembly areas to ensure the safe evacuation of buildings. The keyholder (normally the caretaker) will carry out this function.

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.

3.2 Fire Instructions

Before using the premises hirers are responsible for checking 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.
- Seating and gangways are arranged in accordance with the safety rules.
- Fire fighting equipment is available for immediate use.
- The maximum permitted number of persons to be admitted is 200 and must not be exceeded.
- The hirer is familiar with the layout of the building, fire escape routes and where to find and how to use a telephone in case of emergency.
- In the event of a fire the first duty of all concerned is to prevent injury or loss of life.
- In the absence of the Head or a nominated Deputy, the person in charge of the hired premises is responsible for calling the Fire Brigade when the alarm sounds.
- If there is a fire or the fire alarm sounds everyone should leave the building by the nearest available exit ensuring that all doors are closed after they have been passed through. As part of their evacuation strategy the hirer should make a reasonable sweep of the area within their jurisdiction as long as this does not expose them to any additional hazards or unduly delay the evacuation. 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. No- one should be allowed to re-enter the building until authorised by the Senior Fire Officer present.
- Use of fire extinguishers by hirers is only permitted by those with adequate training in the use of extinguishers. Care should be taken to ensure that the type of fire extinguisher is appropriate for the fire involved. However fire fighting must always be secondary to safety of life.

- After the letting the Caretaker or other person in charge will check that 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. Should it be necessary to leave a kiln on for firing, the responsible person must be told and appropriate arrangements made for emptying the kiln in due course.

4. Damage to the Academy Trust Property

- 4.1 The hirer shall repay without delay 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. Any outstanding monies will be a debt and the Governors will take appropriate action to recover the debt.
- 4.2 The cost 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.

5. Indemnity

- 5.1 Hirers shall indemnify the Governors 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 the period of hire or prior or subsequent thereto 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, their agents or employees, or any defects in the premises or of an act of God or the Queen's enemies.
- 5.2 The hirer shall obtain insurance against its legal liabilities to third parties, with a limit of indemnity of at least £1million. Governors reserve the right to request a higher limit subject to the nature of the hire. Governors reserve the right to ask to see a copy of the policy.
- 5.3 Premises shall not be used for any unlawful purpose and in every letting 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 any such provisions.
- 5.4 The hirer shall indemnify the Governors against all claims, demands, actions or proceedings arising out of the infringement of copyright, etc., during the period of hire of the premises.

- 5.5 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).

6. Right of Entry

The headteacher, Governors, Chief Education Officer and other authorised members or officers of the Authority shall in the pursuance of their official duties have free ingress and egress to and from the hired premises, and instructions must be given by the hirer for their admission.

7. Failure to Observe Conditions

If the hirer shall fail to observe or perform in any respect or ensure the observance or performance by others of the provisions of these Terms and Conditions and any notes attached hereto the Governors may without notice forthwith terminate the hirer's rights under the agreement and effect the immediate vacation of the school 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 for the use and benefit of the school any monies paid as a deposit and to sue for any balance outstanding.

8. Responsibility for Property

- 8.1. 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 their behalf.
- 8.2 Cars are parked on the school premises at the owners' risk.

9. Payment arrangements

- 9.1 The hirer will be advised of the cost of the letting on receipt of the Lettings confirmation.
Payment must be received within 7 days of receipt of invoice.
- 9.2 In the event of the hirer having to cancel the booking, provided 48 hour's notice is given, no charge will be made.
- 9.3 Sports facilities or non-sport facilities let for physical exercise are liable for VAT at the standard rate but Block bookings may be treated as exempt, providing they meet the following conditions:
- a. The series of lets must consist of at least 10 sessions.
 - b. Each session must be for the same activity in the same place, and exclusively for the use of the hirer.
 - c. The interval between each session must not be less than 1 day or more than 14 days apart.
 - d. The charge must be calculated for the whole series of lets, with evidence that these will be paid for by reference to the whole series, whether or not all sessions are used. As long as this is clearly evidenced, the hirer can be billed on a regular basis, say monthly.

- e. The hirer is a school, club, association, or an organisation representing affiliated clubs or constituent associations.

The club or association cannot cancel and receive a refund of any one of a series of lets. If they do then standard-rate VAT is due on all lets that are not in a series of at least 10.

- 9.4 Any sports facilities let for other purposes should always be treated as a normal letting and will be exempt.

10. Cancellation of Hiring

- 10.1. The governors reserve the right to cancel any booking in the event of the accommodation being required in connection with a parliamentary, County or Municipal Election; for such extraordinary or special civic or educational purposes as the Authority may from time to time think fit, or for any other reason at its discretion. In the event of any such cancellations, the Governors shall refund the charges already paid for the hiring of the premises, and the hirer may be offered an alternative date or dates, but in any event the Governors shall not be liable by virtue of such cancellation for the payment of any compensation whatsoever.
- 10.2 The contract of advance bookings in respect of any letting, particularly when prior payment has been made, should not be broken except in extreme circumstances and the Head Teacher should always be consulted.
- 10.3 In the event of adverse weather conditions or the building not being fit for purpose the school with endeavour to inform the hirer as soon as possible. In these events the hirer would not be charged.

11. Statutory Requirements

- 11.1 Public music, singing and dancing can only take place in premises that have a Premises Licence, available from the Licensing Officer at the Council. 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 that 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.
- 11.2 Public performances of stage plays, etc., can only take place in premises that have Premises 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.
- 11.3 Intoxicating liquor cannot be sold on the premises unless the hirer or person provided the bar facilities has obtained a Temporary Events Notice (TENS). Such a notice must be shown to the Governors representative – normally the caretaker or other responsible person – 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.

12. Interpretation

The Governors decision as to the interpretation of these conditions shall be final and conclusive.