

St Peter's C of E Academy
Lettings Policy

It is the policy of the Local Board to be selective in the letting of the facilities to local individuals/organisations/bodies only. Where the purpose of any letting would appear to be detrimental in any way to the general conditions or otherwise of the facilities, or those of the school, the letting will be refused. This will be determined by the head teacher.

Lettings to the Friends of St. Peter's School Association (FOSPA) are to be made free of charge. Any other local individuals/organisations/bodies may apply to the Local Board for special allowances. Any agreements for special terms are to be fully recorded in the minute book of the Local Board.

Single event or long-term hire lettings are permissible. Long term lettings are for the maximum period of 1 year only. All long-term lettings will be reviewed annually on 1st September when a new lettings application will need to be submitted if the long term let is to proceed.

Lettings of the school hall are charged on a sessional basis. The cost per letting is:

- £40 for a heated session
- £30 for a non-heated session.

Any other charges for lettings of school facilities are negotiated with the head teacher on a case by case basis. Lettings that benefit pupils of St Peter's C of E Academy will be prioritised. Long term lettings will be authorised by the head teacher in the form of a letter with the payment details confirmed therein.

Lettings are to be made on the understanding that there is no caretaker in attendance and that the:

- opening of the facility;
 - preparation of the facility;
 - restoring and/or cleaning of the facility to its original state;
 - security of the facility at the finish of the letting;
- is the responsibility of the hirer.

A £10 charge may be levied if the caretaker is called out. This will be at the discretion of the caretaker, depending on the nature of the call out.

Lettings should be made through the admin team in the school office.

Letting Conditions

General

1. Educational and other statutory requirements take precedence over any other use.
2. **All hirers must be aged 21 years or over as of the date of the hire.** All hirers must provide ID (passport or driver's licence) to confirm this. In the event that the hirer is applying on behalf of an organisation to hire the hall, full details of the organisation must be included on the application form in the space provided.

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3. Premises are let as they normally stand, and no alterations or additions shall be made to lighting, heating, flooring, furniture and fittings without the consent of the head teacher.
4. Glassware, crockery and helium balloons are not permitted in the building.
5. No footwear liable to damage floors or floor coverings should be worn in the school hall.
6. No bolts, screws, nails or tacks shall be used to fix anything to the wall or for any other purpose. Posters and placards are permitted on the condition that the hall is returned to its original state at the end of the letting.
7. **Hirers should only use their own equipment if it has been electronically tested** or they use a circuit breaker or residual current device. Failure to do so will mean the hirer is responsible for the cost of repairing any damage to the school's electrical system.
8. All passageways and exits to which the public has access shall at all times be kept free of obstruction.
9. 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 premises.
10. The Local Board 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.
11. Smoking is not permitted anywhere on the school premises or grounds.
12. **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 head teacher.
13. Attention is directed to the Children's 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 an effective corps of properly instructed 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.
14. Dogs, other than assistance dogs, shall not be allowed on school premises or grounds.
15. The head teacher, Local Board Members, 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.
16. **Hirers are still liable for the cost of a letting if a booking is cancelled after 9.30am on the day of the letting or, for a weekend letting, after 2.00pm on the Friday preceding the weekend of the letting.**
17. In the event of the school needing to cancel an agreed letting, the school or the Local Board will not be liable for any claim for compensation (financial or otherwise) other than the return of any deposit money received.
18. In the case of long-term lettings, the school reserves the right to terminate this agreement and will give three months' notice.

Fire and Safety Precautions

- 1. Before using the premises, hirers are responsible for ensuring that they are familiar with the layout of the facility, the position of fire extinguishers and the escape routes. It is the responsibility of the person who hired the hall to ensure that all attendees exit safely.**
2. The maximum capacity for the hall is 230 people. If seating is being used there must be a maximum of 8 seats per row which must not block fire exits.
3. **The hirer must have a working mobile phone available during the hire.** 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.
4. **In the event of a fire**, or if the fire alarm sounds, everyone must leave the building ensuring that all doors are closed after they have been passed through. As part of the evacuation, the hirer should make a sweep of the area to ensure that everyone has evacuated the building as **it is the responsibility of the person who hired the hall to ensure that all attendees exit safely.** Once safely outside a check on those present must be carried out, either by using the list of attendees or by individual enquiry. No-one can be allowed to re-enter the building until authorised by the Senior Fire Officer present.
5. **The hirer is responsible for calling the Fire Brigade when the alarm sounds. The hirer must then contact the school caretaker, Mr Darron Dooley, on 07786 907239.**
6. Use of fire extinguishers by hirers is only permitted by those with adequate training in the use of extinguishers. Care must be taken to ensure that the type of fire extinguisher is appropriate for the fire involved. However, fire fighting is always secondary to safety of life.
7. **After the letting the hirer is responsible for checking that there are no apparent fire risks.** At the end of lettings hirers must therefore ensure that all electrical appliances and water taps are off and that all windows and doors are closed and secure.
8. Keys must be returned to the admin team in the school office within a week of hire. Failure to return the keys will result in a £25 fine.
9. **Hirers will be liable for the cost of replacing the locks and sets of keys in the event of the loss or theft of the keys whilst in their possession.**

Safeguarding and Child Protection

1. Where school premises are let out to third party providers of study support clubs, activities and projects for pupils, the provider will be expected to complete the Wiltshire Council Study Support Project Set-up checklist. This will provide the Local Board with assurance that the hirer has the appropriate policies and procedures in place in regard to safeguarding children and child protection, and that there are arrangements for the hirer to liaise with the school on these matters where appropriate.

Damage to Property and Indemnity

- 1. The hirer is responsible for any loss or damage to the premises or grounds and shall repay any additional costs resulting from the misuse or damage of the**

premises 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.

2. Commercial organisations are required to hold Liability Insurance and to provide details of cover. Private individuals may also wish to consider taking out cover. **If the school has to submit a claim for damages as a result of a letting, hirers need to be aware that the school's insurers will pursue a claim against them.**
3. Hirers shall indemnify the Local Board 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 Local Board or Local Authority, their agents or employees, or any defects in the premises or of an act of God or the Queen's enemies.
4. The 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 Local Board strictly to observe all statutory provisions and regulations imposed by the Justices of the Peace applicable to any letting, and to indemnify the Local Board and the Local Authority, their agents and employees from all penalties, damages and costs which they may incur in consequence of a breach or default in complying with such provisions.
5. The hirer shall indemnify the Local Board against all claims, demands, actions or proceedings arising out of the infringement of copyright, etc. during the period of hire.
6. The hirer shall be responsible for ensuring that the 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).

Statutory Requirements

1. Public music, singing and dancing can only take place in premises that have a Music, Singing and Dancing Licence. Hirers must ensure they obtain such a license 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 performance of stage plays etc. can take place only in premises that have a Stage Play Licence issued under the Theatre Act 1967. Hirers requiring accommodation for this purpose must ascertain from the Clerk to the Local Board if there is 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 Temporary Events Notice (TENS). Such a notice must be shown to the Local Board's representative on the premises before commencement of the letting. The bar must be situated where persons under the age of 18 years cannot gain access. Should such access occur, all liability for any consequences shall be with the hirers.

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Failure to Observe Conditions

1. If the hirer should fail to observe or ensure the observance by others of the provisions of these Lettings Conditions the Local Board, or any person authorised by them, may without notice end the hirer's rights under the agreement and effect the immediate vacation of the premises and grounds.
2. Such a termination shall not release the hirer from any of the obligations under the agreement or affect any right which the Local Board may have under the agreement or otherwise and the Local Board shall be entitled to retain any money paid as a deposit and to sue for any balance outstanding.