



St Joseph's Catholic Primary School, Hednesford

LETTINGS POLICY

THIS DOCUMENT IS THE SCHOOL'S LETTING POLICY.

IT WAS DEVELOPED during the Autumn Term 2008 between the Headteacher and governors.

IT WAS APPROVED by the governing body 11th November 2008

IT WILL BE REVIEWED - Annually

LAST REVIEWED – 15th November 2017

Applications

All correspondence and applications for the hire must be made directly to the School. All applications are subject to approval by the Governing Board of the School, but subject to any direction given to them by the LA.

Hirer

The hirer must be over 18 years of age and shall be the person by whom the application form for the hiring is signed. Such person shall be responsible for the payment of the fees payable in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations contained in the hire agreement.

Fees and charges

The hire fee shall be paid in full upon signing the Hire Agreement together with any returnable deposit required by the Governing Board.

Duration of the Letting

The Governors shall determine in advance the duration of a letting.

Cancelling of hiring by Governing Board

The Governing Board reserves the right to refuse any application without stating reasons for so doing.

The right is reserved to cancel any hiring, without notice, where the Governing Board considers it necessary for any cause outside their control.

Cancellation or postponement by Hirer

Hirers will be allowed to cancel or postpone such bookings. Refunds or fees payable are at the discretion of the Governing Board.

Hired Area

Access is strictly restricted to the hired area and any toilet facilities, entrances, exits and corridors as directed by the Governing Board.

The LA and Governing Board reserve to themselves, and their officials, the right to enter the hired area at all times on producing evidence of their identity.

Variation of Conditions

There shall be no variation to the conditions of hire without the express consent of the Governing Board.

Care of School Premises

The hirer is responsible for everyone who is on the School's premises for the activities they are organising and, generally, for everyone who comes on to the parts of the School's premises which are under the hirers control at the stated times. The hirer is responsible for ensuring that they comply with all the terms of the hire agreement.

No notices or placards shall be affixed to, lean upon or be suspended from any part of the school premises

No bolts nails, tacks, screws, pins or other similar objects shall be driven into any of the walls, floors, ceilings, furniture or fittings. The hirer shall ensure that no persons using the permitted area to use shoes with stiletto heels or other footwear which may in the opinion of the Governing Body be damaging to the floor surfaces of the hired.

Should any defects be found or created during the letting these should be reported at the earliest opportunity by advising the school office by telephone or email.

Managing Risk and Hazard Exchange

A meeting between the school and the hirer must take place to exchange information about health and safety and risk assessments relevant to the Letting. A formal hazard exchange document will be completed to record relevant information and will be retained by both parties. This will be reviewed on an annual basis.

Security and Access to the Premises

The premises will be opened and closed by a person appointed by the school. Only those areas hired shall be accessed by the hirer. Should any adverse incidents occur during the letting e.g. trespassers then this should be reported to the school office as soon as possible after the letting.

Emergency Procedures/Fire

The hirer must have emergency procedures in place for the activity and the school will advise the hirer of the emergency procedures to be followed as part of the hazard exchange process. A copy of the fire procedures relating to the premises will be provided to the hirer. It is the hirers responsibility to ensure that this is communicated to all those present at the time of hire.

Accidents

Any accidents that occur on site should be reported at the earliest opportunity to the school office by telephone or email.

First Aid

It is the responsibility of the hirer to provide their own first aid facilities.

Cleaning and Waste Disposal

Any waste generated by the hirer must be removed from the premises at the end of the letting. It is the hirers responsibility to ensure that any cleaning required is undertaken.

Safeguarding

A copy of the safeguarding policy from the hirer should be sought when children from St Joseph's Catholic Primary School attend the letting.

Intoxicating liquor

Intoxicating liquor shall not be brought into nor consumed on school premises without the prior consent of the Governing Board. Where such consent is given hirer must comply with the Licensing Laws and provide evidence of such to the Governing Board.

Smoking

There shall be no smoking on the school premises on the grounds of the fire security and the potential for damage to floors and furniture.

Public Entertainment and other Licences

The promoters of entertainment and functions to which the public are admitted on payment shall be responsible for completing to the satisfaction of the Governors all formalities in connection with the use of the premises for that purpose. Where the Chief Fire' Officer or Licensing Authority require additional facilities for the purpose of a letting (such as "Exit" sign and emergency lighting) which are not already installed, It shall be the responsibility of the Hirer to provide such facilities of an approved type and method of installation.

Payment for admission shall be deemed to include admission by tickets or programmes or by any other method by which the making of a payment entitles a person to admission.

No entertainment or function to which the public are admitted shall be allowed unless the premises are licensed for the purpose under the bye-laws of the Local Authority in whose area the premises are situated and all necessary regulations against fire are complied with.

The hirer shall be responsible during the function or entertainment for which the premises are hired for ensuring:

all safety requirements and recommendations of any licensing authority are complied with;

any limitation on the number of persons admitted imposed by any licensing authority or the Governors are complied with;

suitably qualified persons are employed to be responsible for the supervision of the premises and the conduct of those attending so as to avoid personal danger, and damage to the premises.

Copyright and Performing Rights

No copyright work shall be performed without the licence of the owner of the copyright and the payment of any appropriate fees.

The hirer shall comply with all the provisions of the Copyright, Designs and Patents Act 1988. If the hirer shall fail to do so any permission previously granted by the Governing Board to use the school premises shall be immediately cancelled and the Governing Board shall have the right to recover fees, charges or any other payments referred to in these Regulations.

The hirer shall indemnify the Governing Board from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of Copyright Works on school premises.

The hirer shall, immediately after any performance or function at which music has been performed or songs sung, complete, sign and return to the Performing Right Society a Performing Right Society Limited form obtainable from the Performing Right Society Limited, 29-33 Berners Street London W1P 4AA.

If it is proposed to play a copyright record or tape in public, application for a licence so to do must be made to Phonographic Performance Ltd, 103 James Street, London W1R 3HG

Evidence that the necessary licences have been obtained must be supplied to the school at one week/month* (delete as appropriate) before the letting.

Gaming

No gaming is allowed except in accordance with the conditions of the Gaming Act 1968, Section 41 when gaming is carried on at an entertainment promoted for raising money to be applied for purposes other than private gain. A copy of these conditions is open for inspection in the Local Magistrates Court during the normal hours of business and the hirer shall be deemed to have knowledge of the contents thereof whether or not he has availed himself of the opportunity of inspection.

Use of Equipment

The hire area does not include the use of any equipment except where specifically agreed and subject to any fees deemed appropriate by the Governing Board. School furniture (other than chairs for use in halls) shall not be moved except by arrangement. The hirer must do everything reasonable to avoid loss, damage or breakage to the School's property whilst the School's premises are under the hirer's control. Any loss, damage or breakage must be reported as soon as practicable to the Headteacher. The Governing Board will be entitled to charge the hirer for any such loss, damage or breakage on terms to be approved by the school.

Insurance

The hirer will be required to indemnify the School against any liability at law in respect of any accident involving death or bodily injury to any person or damage-to or loss of any property real or personal and happening consequent upon or in connection with the use of the premises unless due to the negligence / default of the Governing Body, its Servants or its Agents. Where the hirer is a political organisation, a professional entertainment promoter, or uses the premises on a commercial / business basis or is unable to satisfy the requirements of the Third Party Hirer's Policy then they will be required to obtain separate third party insurance cover.

Parking of Vehicles

The parking of vehicles on the school's property shall be permitted in approved areas only on condition that persons bringing such vehicles on to the premises do so at their own risk and that they accept responsibility for any damage to the school's property or injury to any person whether connected with the establishment or not, caused by such vehicles or their presence on the school's premises.

Please refrain from parking in front of neighbours' dwellings. Parking is available on the school site and council car park opposite on East Cannock Road.

Use of Playing Fields

Any hiring of a playing field may be cancelled without notice if weather conditions or the state of the ground make it likely that unreasonable damage may result from use. Suitable footwear must be worn; any mud left behind on footpaths and playgrounds should be removed by the hirer.

Miscellaneous

The hiring body shall comply with such additional conditions as the County Council, Headteacher, or the Governors may require in writing, to be observed for a particular letting.

Consideration for our neighbours with regard to noise levels will be required.