



Alexander Hosea Primary School

'Roots to grow, wings to fly'

Lettings Policy – August 2023

Equalities Impact Assessment (EIA)

This policy has been screened to ensure that we give 'due consideration' to equality of opportunity and has been agreed and formally approved by the appropriate reviewing and ratification Committee.

Author	Tara Price	Date reviewed	August 2023
Position	School business manager	Date ratified	Sep 2023
Document status	Reviewed	Next review date	August 2025
EIA approved by	Premises & Finance	Reviewing committee	Premises & Finance

EIA = due consideration of potential adverse impacts on the following groups: age; disability; gender and gender reassignment; marriage and civil partnership; pregnancy and maternity; racial groups; religion or belief; sexual orientation.

Introduction

This policy sets out the principles and procedures for the hiring of facilities at Alexander Hosea Primary School.

Use by the School and for statutory purposes will always take priority over other uses.

It is the intention of the Governing Board to permit lettings in the school where they support South Gloucestershire Council or the local and school community. **This does not include hiring of the Community Centre rooms or the school hall outside term time, weekdays hours 8.30am – 6pm. The responsibility for these lettings are with the Community Centre Committee.**

The Governors and Headteacher see the school as a focal point for the local community and as such wish the premises to be used to support local community activities wherever appropriate. Decisions regarding lettings will be made on the basis of several criteria:

- Can the school caretaker, who is responsible for the security, maintenance and cleaning of the buildings, service the let
- Is the let suitable for a primary school environment
- Does the let support the school values
- Is the let likely to bring the school into conflict with the local residents

This policy relates strictly to the school buildings, primarily the music room, 'Opal' training room, the hall (during school hours) and the school field. The music room has been adapted for external access and use by Wickwar Out of School Club.

Hiring Facilities

1. All applications to hire facilities at the school must be on a school letting form (Appendix A) available from the school office. This should include as much detail and information as possible concerning the nature of the hire, giving a minimum of 4 weeks' notice of the required hire date.
2. Applicants from either private or recognised local organisations applying for hire will be required to provide evidence of cover in respect of public liability insurance and where

appropriate, a licence in respect of music, entertainment, gambling or the provision and consumption of alcohol for the event/s planned at the school. The named applicant will be totally responsible and accountable for any actions or fines incurred as a consequence of transgressing any legal requirements, local or national, during the period of hire.

3. Applicants should include any requirements in terms of furniture and school equipment.
4. Any facilities hired, once used, should be returned to their original state (including the positioning of furniture/equipment) and swept, mopped and cleaned with equipment and materials provided. Failure to comply with these requests could result in an unsuccessful application for hire by the organisation/individual concerned in the future.
5. Rates of hire in Appendix B and will be agreed at the time of booking. The rates for hire will be reviewed annually by the Governing Board.
6. Any further details or information concerning this policy and arrangements of hire can be obtained by contacting the school office.
7. Specialist equipment e.g. stage, stage lighting, piano are not included in the letting arrangement unless requested by written application to Alexander Hosea Primary School at the time of booking. The hirer takes responsibility for their proper use. This also refers to lettings made with the Community Centre Committee (see Appendix C).
8. Conditions of Use will be issued to all hirers – see Appendix D

**ALEXANDER HOSEA PRIMARY SCHOOL
LETTINGS APPLICATION FORM**

Name of Applicant

Address

.....

Registration No. (if company)

Tel No. **Email**

Nature of event

Specify whether food and/or drink to be provided Yes/No

If yes, are you requesting use of school facilities? Yes/No

Will alcohol be available? Yes/No

Licenses required (e.g. liquor, public entertainment) Yes/No

Animals (including guide dogs) to be present Yes/No

Any commercial use (e.g. sales) Yes/No

Dates / Times of hire

Numbers Attending (specify number of children and adults)

Adults

Children

Premises and Facilities Requested (identify specific rooms etc)

Furniture and equipment requested

Yes/No

If yes, please specify

Car parking required If yes, estimated number of spaces	Yes/No
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Equipment to be brought on premises by hirer (electrical equipment will have recent PAT test – if more than 1 year old) If yes, please specify	Yes/No
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Duration of event (including setting out and clearing away etc)
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Publicity – will you be producing any publicity /promotional material? Yes/No If yes, please provide details for approval

Any other requirements (including access arrangements) If yes, please specify

Where the event involves supervision of children, please confirm all adults have been or will be subject of satisfactory Disclosure and Barring Service (DBS) checks. Confirmed	Yes/No
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The hirer confirms that:

- We will have adequate insurances for the event – public liability to the minimum of £5million
- We will have made our own arrangements for first aid
- We will comply with the terms and conditions of use (attached)
- We will pay all fees and charges notified
- We will not watch or record broadcasting television programmes as the premises are not covered by a television license
- Any damages reported by the hirer or subsequently by school staff will be referred immediately to the Governing Board and such cost as determined by the Governing Board for repair or replacement of damaged property will be requested to be paid within 7 days

Signed

On behalf of Applicant

Date

The school may require further information before agreeing the application

Agreed on behalf of Alexander Hosea School:

Signed

Position

Date

Letting charges

Room	Commercial Use	School and Community Use – WOOSC
Music Room	£15 per hour	£4.50 per day excluding school hours
Hall	£20 per hour	£10.00 per hour
'Opal' training room	£15 per hour	£7.50 per hour
Field and Main Playground	£20 per hour	Included in above for WOOSC

NB Friends of Alexander Hosea have lettings free of charge.

**ALEXANDER HOSEA PRIMARY SCHOOL
REQUEST FOR COMMUNITY USE OF SCHOOL EQUIPMENT**

Name of Organisation:

Item requested	Date required	If equipment being taken off site – estimated time of collection	Date of return of equipment if taken off site
School stage			
Other (please list)			

I/we agree to replace or pay for any damages to school equipment that may occur during our use.

I/we agree to make a payment of £35.00 for each item of equipment requested for use (to be received in advance). Payment can be made by cheque or cash. A receipt will be provided for a cash payment at the time it is received. Cheques should be made payable to "Alexander Hosea Primary School".

Signed

Name

Contact telephone number

Date

Please complete and return this form to school at least 5 school days prior to date of booking to:

**Tara-Lou Price, School Business Manager,
Alexander Hosea Primary School, Honeyborne Way, Wickwar, South Gloucestershire,
GL12 8PF**

Email: taralou.price@sgmail.org.uk

NB: Insufficient notice may result in equipment not being available.

Lettings – Conditions of Use

Use by the School and for statutory purposes will always take priority over other uses. These conditions of use refer to the hiring of the music room, 'Opal' training room, school hall (during term time weekday hours of 8.30am – 6pm) and the school field.

The Governing Board delegates responsibility for approving lettings to the Headteacher.

1. Where the hirer is an organisation, the organisation and its members shall be jointly and severally liable.
2. Access is strictly restricted to the specified Premises. The hirer shall not use or permit the use of the premises for any purposes or activity, other than that specified in the application, nor by any other person, and strictly in accordance with these conditions.
3. There shall be no variation to these conditions without prior agreement in writing of the Governing Board.
4. The hirer shall not use or permit the use of the premises for any purposes or activity, other than that specified in the application, nor by any other person.

CHARGES (& VARIATIONS)

9. Charges will be made at rates that will be determined from time to time by the Governing Board. In cases where the incorrect charge has been quoted, the school reserves the right to charge the correct rate, although the hirer may decide to cancel the letting.
10. Charges for occasional users are to be paid in advance on the date specified by the Governing Board. Regular users, over periods exceeding 3 months, shall pay an initial fee and thereafter within 7 days of receipt of an invoice from the school.

CARE OF PREMISES

11. The hirer shall ensure that there is at least one responsible adult present and able to supervise at all times during the letting.
12. The hirer is required to leave the Premises (including passageways and exits) and the school in a clean and orderly state free from rubbish or obstruction and shall clear away and remove any rubbish from the school and leave the school in the condition in which it was found.
13. The hirer shall ensure that no persons using the School Hall use shoes with stiletto heels or other footwear which may, in the opinion of the Governing Board, be damaging to the floors.
14. No bolts, nails, tacks, pins or other similar objects shall be driven into any part of the premises nor any adhesive fasteners used, including Blu Tak.
15. There shall be no smoking in the school building or grounds.
16. If the letting includes use of toilets please ensure they are left in a clean condition and flushed.

17. The hirer shall be responsible for reimbursing the school for any additional costs incurred in cleaning the premises or clearing the grounds after a letting.
18. No tables, fixed furniture or equipment that may be in the accommodation hired shall be used or interfered with, without the prior approval of the Governing Board. Standing on seats, furniture, windowsills, etc is not permitted. Fittings, fixtures or decorations of any kind shall not be permitted, other than purely temporary arrangements, which require no permanent fixings nor which would damage or disfigure any part of the Premises. No alterations shall be made to the premises.
19. Chalk, resin or polishing materials may not be used on floors.
20. No notice, poster, placards or similar shall be permitted without the express approval of the Governing Board.

DAMAGE TO THE PREMISES

21. The Hirer shall repay to the Governing Board 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 Board (acting reasonably) and shall be paid within seven days of a written demand.
22. Any damage shall be reported immediately to the Governing Board.

EQUIPMENT AND ACCOMMODATION

23. No electrical apparatus shall be brought on to the Premises without the express consent of the Governing Board unless specified on the application form. Electrical equipment will require a recent PAT test.
24. The electrical and mechanical installations of the premises are not to be supplemented or altered, nor any specialist equipment (such as public address systems) to be installed by the hirer, except with the express approval of the Governing Board.
25. Any furniture provided by the hirer must be removed immediately after the end of the letting (unless otherwise agreed).
26. Specialist equipment e.g. stage, stage lighting, piano are not included in the letting arrangement unless requested by written application to Alexander Hosea Primary School at the time of booking. The hirer takes responsibility for their proper use.
27. The touchscreen computer in the hall is not available for use by hirers.

CONDITION OF PREMISES

28. The Governing Board gives no guarantee as to the fitness, suitability or condition of the premises or grounds. Every effort is however made to ensure that they are in a reasonable state. It is the responsibility of the hirer to check that the premises are suitable for their needs.

INSURANCE

29. It is the responsibility of the hirer, prior to the letting to effect whatever insurance is appropriate to cover their liabilities. Insurance effected by the Governing Board or LA does not extend to a 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 application form) and shall if so required produce details of such insurance for inspection by the Governing Board.

STATUTORY REQUIREMENTS

30. The hirer shall comply with the statutory or regulatory requirements associated with its activities at the premises, in particular concerning consumption of intoxicating liquor, music, singing and dancing licenses, theatre licenses and copyright. The hirer shall be fully responsible for obtaining any licenses or any other permission required, always providing that no license application shall be made without the prior approval of the Governing Board.
31. It is the hirer's responsibility to ensure that any employees working at the school when pupils are on site, have been vetted through the Disclosure and Barring Service.

HEALTH AND SAFETY

32. The hirer is responsible for the health and safety of all persons using the premises under License and must make themselves fully aware of the fire precautions and procedures in existence.
33. The hirer shall comply with Section 12 of the Children and Young Person's Act 1933. In summary this requires that where any play or entertainment is provided at which the majority of the persons attending are children, then if the number exceeds 100, it shall be the duty of the hirer to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to the duties, to prevent more children or other persons being admitted to the building or any part of it than can be safely accommodated there and to control the movement of the children and other persons admitted while entering and leaving the building and to take all other reasonable precautions for the safety of the children.
34. The number of persons using the Premises shall not exceed the number notified to the Governing Board (in the Application or otherwise).
35. 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.
36. The school will provide a risk assessment for the premises. It is the hirer's responsibility to complete their own risk assessment for activities to be undertaken.
37. Any accidents involving children should be recorded in the accident book and involving adults on an individual report form. Hirers should inform the school of any accident within 48 hours.

CANCELLATION/NON AVAILABILITY

38. Failure by the hirer to comply with any or all of the foregoing conditions where applicable whether intentionally or not may be deemed by the school to be just cause for the immediate cancellation of any letting or series of lettings.
39. Where the premises or any facilities hired (or part thereof) are not available to the hirer, the Governing Board will consider refunding the charge, or a proportion thereof.

40. The Governing Board reserves the right to cancel a letting at any time when the facility is required by the school, or for other statutory users. It shall give as much notice as possible and shall refund the charge in respect of the cancellation or offer alternative accommodation or dates. No other compensation shall be paid.
41. The Governing Board reserves the right to refuse or cancel any hiring where it believes that the activity or use, or the identity of the hirer, is inappropriate or inconsistent with the use of school premises.

RESTRICTIONS ON USE/ACTIVITIES

42. All applications for religious or political groups, or any group the purpose of which the head teacher considers has the potential to cause offence to the community or part of the community shall be referred to the Governing Board, or relevant committee for consideration for approval.
43. The hirer is specifically forbidden to use, or allow the use of the hired premises or grounds for any illegal or immoral purpose.
44. No commercial use (including the sale or display of goods or services or for any public entertainment).
45. Sporting activities will not take place inside the premises area (unless specified in the authorised activity/use) without the prior written approval of the Governing Board.
46. No alcoholic drinks shall be brought on to the premises save where an appropriate license has been obtained and the specific permission of the Governing Board has been received.
47. The hirer shall not permit any animal to enter or remain in the premises unless agreed beforehand (agreement will not be unreasonably withheld for guide dogs for persons with visual or hearing impairments).
48. The hirer shall take all reasonable steps to ensure that no noise or other nuisance is created which would affect others using other parts of the premises or the owners and occupiers of neighbouring or adjoining properties.

VEHICLES AND PARKING

49. No motor vehicles shall be permitted entry on to the school site without the prior written consent of the Governing Board and any vehicle entering with consent shall not be parked in a manner causing obstruction to the movement, entry or egress of other vehicles.
50. Where car parking is permitted, the hirer is responsible for ensuring that adequate stewarding is provided and that vehicles are parked in a responsible manner and according to any directions given by the Governing Board.
51. The school does not accept liability for any vehicles during the period of hire.

LOST PROPERTY

52. The school does not accept any responsibility for any articles of property left by the hirer, his/her guests, agents or any member of the public at the school during the period of the hire.

INDEMNITY

53. The hirer will indemnify the school and the Governing Board 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 Board or its servants or agents.

SECURITY (ADDITIONAL CHARGE)

54. If, due to the nature of the activity/use, the Governing Board considers it necessary to make special arrangements for the security of the school or the premises, the cost associated with this shall be met by the hirer.
55. In the event of triggering of alarm system the hirer shall immediately contact the school caretaker / National Security Group (NSG). If the fault of the hirer a charge will be made for the call out.

PROMOTIONAL LITERATURE/PUBLICITY

56. Any promotional material or publicity making reference to the school shall be approved in advance by the Governing Board.

ACCESS AND KEY COLLECTION

57. The school employs their own key holder (caretaker) who will unlock and lock the premises if given sufficient notice within the terms and conditions of his contract of employment or beyond that if he is prepared to extend his goodwill as necessary.
58. Where required, the hirer shall liaise with the school caretaker regarding practical arrangements associated with the hiring.

TERMS AND CONDITIONS RELATING TO SPECIFIC FACILITIES/ACTIVITIES

FILM OR THEATRICAL PERFORMANCES

- 59. (The School license does not apply to the performance of dramatic or musical works if performed in their entirety).** For the performance of such works the hirer must obtain the permission of the owner of the copyright. (The school license does not cover the copyright that subsists in actual records, cassette tapes or compact discs, as distinct from the recorded material itself). It is the responsibility of the Hirer to obtain a license if it is intended to play recorded material.
- 60.** The School premises are not licensed for public entertainment. If appropriate, an occasional license must be applied for from the Licensing Authority.
- 61.** No copyright work shall be performed without the permission of the owner of the copyright and the payment of any appropriate fees and the hirer shall indemnify the Governing Board against any penalty or sanction for any infringement of copyright which may have occurred during the license period.
- 62.** No film or video shall be shown in the hired area without the prior consent of the Governing Board who may require the hirer to give a preview of the film to such persons as directed.

63. The school does not hold a television licence so watching broadcasting television programmes is not permitted.

PLAYING FIELDS

64. The school does not give any guarantee as to the standard of any pitch or field nor to the maintenance or improvement of this standard during the season. The hirer shall be aware of the state of any pitch or field upon submitting his application and such application will be deemed to be for the particular pitch or field as seen.
65. The school shall determine whether any pitch or field is fit for use at any time and their decision shall be final.

CATERING FACILITIES

66. Opal training room has tea and coffee making facilities.

COMPLAINTS

67. Complaints regarding lettings of school premises can be pursued under the school's complaints procedure.

COMPLIANCE WITH REGULATIONS

68. Failure by the hire to comply with any or all of the above regulations, where applicable, whether intentionally or not, may be deemed by the Governing Board / Local Authority to be just cause for the immediate cancellation of any letting or series of lettings.