



# Ashby Hastings Primary School

*"Inspiring minds to foster confidence"*

## Lettings Policy

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Adopted by Ashby Hastings Primary School on:	Date – 23 August 2021
This policy will be reviewed	As policies, procedures and regulations are updated.
Version	1.0

For the purpose of this policy, the 'Head Teacher' refers to the Executive Head teacher, Head teacher or Head of School.



# Ashby Hastings Primary School

## Hiring of School Premises – Application to Hire Premises

Name of Applicant .....

Address: .....

.....

Telephone No: (Day) ..... (Evening) .....

Name of Organisation: .....

Position of Hirer: .....

Purpose for which premises are required: .....

Schedule of Accommodation required							School Use
Date	Hall	Other:	Anticipated number attending	Time of letting		Hours	Amount Payable
				From	To		
Please tick here if a continuation sheet has been used.				<input type="checkbox"/>	<b>Continuation Total</b>		
<b>TOTAL</b>							

### Public Liability Insurance

Please select as appropriate:

I enclose a copy of a valid Public Liability Insurance certificate in respect of this booking

### PRS

Please select as appropriate:

I will not be playing any music (pre-recorded or live)

I will be playing music, but the letting is for a private party and therefore a PRS Licence is not required.

I will be playing music and hold all relevant licences, including a mobile PRS licence (copy enclosed)

### Attended Letting

Do you require an attended letting?  Yes  No

I agree to undertake all necessary COVID-19 mitigation requirements?  Yes  No

I wish to apply to hire the premises as detailed above. In consideration of the letting being granted I undertake on behalf of both myself and of the organisation I represent to comply fully with the Indemnity and Conditions of Lettings, a copy of which has been provided to me.

School Use:	Payment received, signed: .....	Date: .....
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## Hiring of School Premises Application to Hire Premises – Continuation Sheet

Name of Applicant: .....

Name of Organisation: .....

Schedule of Accommodation required						School Use	
Date	Hall	Other:	Anticipated number attending	Time of letting		Hours	Amount Payable
				From	To		
<b>TOTAL</b>							

# **Hire of School Premises Indemnity and Conditions of Lettings**

The following terms and conditions shall apply to all agreements for the hiring of facilities at Ashby Hastings Primary School:

## **Fees / Payments**

1. The letting fee shall be agreed prior to the hiring taking place, and shall be based on the scale of charges currently in force at that time. The scale of charges will be reviewed on an annual basis during the autumn term, with any changes taking effect from the following 1<sup>st</sup> January.
2. For one-off hiring's the fee should be paid in full at least 14 days before the hiring is to take place. Payment by BACS is preferred. Cheques should be made payable to Ashby Hastings Primary School.
3. For regular lettings an invoice will be provided which will specify the date by which payment must be made.
4. The booking period includes a maximum of 10 minutes in total, at either side of the letting period, when the Hirer may have access solely for the purposes of setting up or packing up their own equipment. During this time the site manager, or other member of School staff, shall also be entitled to be present to fulfil their duties in respect of opening and closing the School and preparing / cleaning the room for the hire period. The School reserves the right to charge for an additional period of one hour, at the appropriate rate, should the site not be vacated by the due time.
5. If payment is not made by the due date then the School reserves the right to cancel the hiring.

## **Insurance**

6. If the Hall is being hired it is the responsibility of the organiser to ensure that no individual/group of people access the remainder of the school.
7. During the period of hiring, the Hirer shall be held responsible for all damages, losses, claims and costs arising out of the use of the premises, and shall indemnify the School for any claims arising from accidents, whether fatal or otherwise, to any employee or agent of the School and to any member of the public and to any third parties, caused as a result of the hiring, except where due to the negligence of the School, its servants or agents.
8. All organisations hiring school facilities must be covered by suitable public liability insurance. The School must be provided with a copy of your current insurance certificate in advance of your session.

## **Child Protection**

9. The Hirer shall ensure that where a hiring involves activities aimed predominantly at children and/or the activity is positively supported by the School for the attendance of children, they have appropriate child protection policies and procedures in place and that they themselves and those persons likely to have contact with children have been subject to enhanced Disclosure and Barring Service checks. The Governors reserve the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out and to review child protection policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring.

## **Entertainment**

10. Hirers are required to comply with the terms of the Public Entertainment Licence conditions applicable to the premises or hiring/function where there is to be any dancing, music or entertainment of a like kind
11. Hirers shall be required to indemnify the School against the consequences of any unauthorised performance of a copyright work during the period of the use of the School, and to complete the returns required by the Performing Rights Society (PRS), Phonographic Performance Ltd (PPL), the Copyright Licensing Agency Ltd (CLA) and all other similar bodies.
12. Hirers who intend to play recorded music (e.g. CDs) in the School must notify the School when booking the facilities and ensure they hold the appropriate licence.
13. Intoxicants must not be brought on to the premises without the prior written approval of the Governors which may be given subject to the following conditions:
  - a. Consumption of alcohol without sale will be permitted subject to the Governors being satisfied that excessive quantities of alcohol will not be made available and that an excessive number of persons will not be attending the function for the purpose of consuming alcohol;
  - b. If the sale of alcohol is proposed this will only be permitted under the authority of an Occasional Licence or an Occasional Permission granted by the appropriate Magistrates Court for the area;
  - c. The Hirer will be required to produce the Occasional Licence or an Occasional Permission to the Governors not less than 14 days before the hiring.

**Cancellation**

14. The School may cancel any hiring if:

- a. The premises of any part thereof are rendered unfit or become unavailable due to unforeseen circumstances or are required for School / education curriculum purposes or are required for use as a Polling Station for a parliamentary or local government election or by-election;
- b. The governors have reasons for concern or are otherwise dissatisfied with the Hirer's child protection arrangements as detailed above; or
- c. In the opinion of the School staff or Governors of the School, the organisation for which the premises are hired has racist policies, regardless of the stated reason for hiring the premises.

In such circumstances the School shall incur no liability to the Hirer whatsoever, other than the return of any fee or deposit already paid in respect of such cancelled engagement.

15. The premises may not be used for any auction sale, trade, business or manufacture without the written agreement of the Governors, or for any illegal or immoral act or purpose. The Governors reserve the right to cancel with immediate effect any hiring where such use is taking or is intended to take place, without refund of the hiring fee paid.

16. If the Hirer cancels the hiring of the premises for any date previously booked, then the School will be entitled to retain the whole of the lettings fee paid in respect of the cancelled hiring unless the notification of cancellation of a hiring is received by the School at least 24 hours before the hiring was due to commence.

**Health and Safety**

17. The Hirer shall be provided with relevant health and safety information, and shall be expected to comply with School health and safety policies and procedures and to ensure that any other members of the public present in connection with the letting shall also comply.

**General**

18. During the period of use of the School:

- a. No preparation may be applied to the floors;
- b. There should be no interference with School equipment or displays;
- c. Fires and stoves must be left safe with the minimum of fire burning and no interference with any central heating system is allowed;
- d. The Hirer must not do, or allow anyone attending their hiring to do, anything on the premises which is or may become a nuisance to the Governors, the School or other hirers or to the occupiers of adjoining or neighbouring premises. It is the Hirer's responsibility to ensure that the minimum of noise is made on arrival and departure.

19. The letting is personal to the Hirer and/or the organisation that they represent and the facilities must not be sublet without the written agreement of the Governors.

20. The Hirer acknowledges that they do not have exclusive rights to occupy the School premises and that there may be other lettings taking place.

21. The Hirer may make use of the kitchen facilities by prior arrangement. The Hirers will have access to the visitors/disabled WC located in the reception foyer.

## Hire of School Premises Scale of Charges – September 2021

	Per 4 Hour Block		Per 4 Hour Block		Per Session
	Caretaking		Premises	Energy	Admin
	Attended	Unattended			
<b>Hall</b>					
Mon - Fri, up to 10PM	To be advised based on hours required	£30.00	£10.00	£15.00	£5.50
Sat up to 10PM		£40.00	£10.00	£15.00	£5.50
<b>Classroom</b>					
Mon - Fri, up to 10PM	To be advised based on hours required	£30.00	£5.00	£7.50	£5.50
Sat up to 10PM		£40.00	£5.00	£7.50	£5.50
			<b>Per Session</b>		
			<b>Premises</b>		<b>Admin</b>
<b>Playing Field (Standard Rate) per 4 Hour Block weekdays during term time</b>			£25.00		£5.50
<p><b><u>Not for Profit Organisations – Discount for use during school hours.</u></b>            Not for profit groups hiring the Hall Monday to Friday during term time will be charged a fixed fee of <b>£35.00</b> per session (maximum session duration 4 hours, including set-up and pack-up time).</p> <p><b><u>Long Term Hire - Businesses</u></b>            Rates for businesses for long term hire in excess of an academic term will be negotiated separately and agreed by the Senior Leadership Team and Local Governing Body, taking into the account the set rates above.</p>					

### **Minimum Letting Period**

A minimum period of 2 hours shall apply for every session booked.

### **Unattended Lettings**

A member of the site staff will open and close the building, but is not required to remain on site for the duration of the letting. Unattended lettings are not generally available to first-time users, or for one-off events where there will be more than 20 attendees.

### **Attended Lettings**

A member of the site staff will open and close the building, and will remain on site and available for the duration of the letting.

## **Hire of School Premises Health & Safety Information**

Thank you very much for showing an interest in hiring our facilities. To ensure your time spent on our premises is a happy and safe one, we would like to draw your attention to the following health and safety issues that become your responsibility during the hire period:

1. We will supply you with a risk assessment for the facilities you have hired, however it is your responsibility to amend these risk assessments, to take account of the activities you and your participants will be undertaking. You should submit a copy of your amended risk assessments with your hire form.
2. We will expect you to tour the premises prior to our final agreement to hire the facilities. During this visit we will familiarise you with the following:
  - a) Fire alarm points. (Use these to sound the alarm if necessary – this will automatically alert the emergency services and start a continuous fire alarm – you should also make a telephone call to the emergency services in case the automatic system fails).
  - b) Fire evacuation procedures, routes and assembly points. Please note that all buildings on site are linked in to the whole school fire alarm system.
  - c) Hirers should have a nominated person that has a mobile telephone on them at all times during the letting in case there is a need to contact the emergency services or the school out of hours contact.
  - d) Location of the First Aid Kit. (If used please inform our keyholder staff so items can be replenished).
  - e) Toilet access.
  - f) Drinking water access.
  - g) Entrance and Exit access and security systems.
3. In accordance with the premises Fire Evacuation Plan, you will be required to:
  - a) Keep a register of people in the building and people who leave early.
  - b) Familiarise all participants with the availability of a telephone, fire alarm points, fire evacuation routes and fire assembly point.
  - c) Ensure you have made specific arrangements to evacuate wheelchair bound participants from the building or to the fire assembly point.
  - d) You are also advised to carry out a practice evacuation of the premises to highlight any causes for concern.
4. Whilst we will endeavour to maintain the building and equipment to very high standards, if you have cause for concern about the state of the building or equipment, please ensure you report it immediately to our Keyholder so that the issue(s) can be rectified as soon as possible. Should you or any of your participants be involved in an accident on the site, you must inform the Keyholder who may require you and/or your participants to complete an accident form.
5. **In accordance with our COVID-19 Mitigation Policy you will be required to:**
  - **Wash hands for 20 seconds upon entering and leaving the building.**
  - **If you work in the community, ensure you have a supply of hand sanitiser (or equivalent) of at least 60% alcohol content and personal protective equipment as required if it is relevant to your role.**
  - **Wipe down all equipment used, such as tables and chairs before and after use, using cleaning materials provided by the school. Dispose of dirty cleaning materials in the bins provided. Sweep and clear the floor of any rubbish.**
  - **If the hirer is unable to meet these cleaning requirements, they should inform the school immediately and additional costs may be incurred.**
  - **If after using the premises any attendees develop any COVID related symptoms, it is the hirer's responsibility to inform the school immediately.**

## Hire of School Premises Health & Safety Confirmation Form

Please complete the form below and return it with your hire forms and risk assessments.

Name or organisation: .....

Person in Charge: .....

Address: .....  
.....

Telephone Number: ..... Mobile: .....

Email Address: .....

Please tick to indicate you have received information and/or instruction about these issues / items.

1. Facilities risk assessment(s)	
2. Fire alarm points *	
3. Fire evacuation procedures *	
4. Evacuation routes *	
5. Assembly point *	
6. Location of a telephone (only available during the normal school opening hours) *	
7. School contact telephone number (emergency use during letting) *	
8. Location of the first aid kit *	
9. Toilet access *	
10. Drinking water access *	
11. Entrance and exit access and security systems *	
12. Information about the requirements of the Fire Evacuation Plan *	
13. Information about reporting damaged or faulty building infrastructure and/or equipment	
14. Information about reporting accidents	
15. Other	

\* these matters will be covered on-site not later than the start of your first hire period

I have been made fully aware of my health and safety responsibilities for the hire of facilities at Ashby Hastings Primary School.

Signature of Person in Charge: ..... Date: .....

**Please return this form to the School Office**