



# **FOWLMERE PRIMARY SCHOOL**

## **LETTINGS POLICY**

### **INTRODUCTION**

The Governing Body of Fowlmere School believes that schools are a valuable community resource. It is, therefore, committed to making every reasonable effort to ensure that the school premises (buildings and grounds) are available for the benefit of the local community. In keeping with the extended schools services agenda, we will give priority to the use of premises for educational objectives.

This hiring of school premises at all times outside normal school hours is under the control of the Governing Body. This policy sets out the facilities available and the charges.

## **LETTINGS POLICY**

A letting is defined as the use of school premises during evenings, weekends, and school holidays by parties other than the school.

Our lettings policy will aim to:

- ensure that the use of school premises and facilities is effectively co-ordinated and managed without prejudicing the smooth operation of the school
- promote the use of school premises by the wider community
- give priority for established community providers of services for children and young people
- provide a clear statement of charges
- encourage a range of activities for children and young people

## **SCALE OF CHARGES**

Our charging policy will:

- charge statutory and voluntary and community sector organisations at no more than cost i.e. a 'Community Rate'
- charge commercial private organisations at cost plus an income margin for the school i.e. a 'Commercial Rate'

The rates Fowlmere School will charge will be determined when a letting is requested and will be in line with other local establishment charges.

## **APPLICATION PROCESS**

An organisation wishing to hire school premises should, in the first instance, contact the Headteacher.

The Headteacher will issue an Application form which needs to be completed at least 6 weeks before the date of hire. Consideration may be given to bookings made with less than 6 weeks notice.

## **THE HIRE AGREEMENT**

The approval of a hire will be confirmed by the Headteacher in the hire agreement which will specify the area of the premises being hired; the nature of the activity or activities taking place; the time and duration of hire; and the cost of the hire. (See Appendix A for Hire agreement)

The permission for the letting to take place is subject to the payment of the invoice before the actual hire takes place. The payment will be made to Fowlmere School.

The Headteacher or the Chair of Governors has the power to terminate any hire agreement relating to the hire of the school premises.

## **APPENDIX A**

### **HIRE AGREEMENT AND CONDITIONS FOR THE LETTING OF FOWLMERE PRIMARY SCHOOL**

#### **1. The Agreement**

The School grants a Licence to the Hirer to use for the Permitted Use, in common with others so entitled, the Permitted Areas for the Licence Period on payment of the Licence Fee. The Deposit shall be paid on the date hereof and the balance of the Licence Fee shall be payable on or before the Licence Period.

#### **2. Nominated Representative**

The Nominated Representative shall be present at all times during the Licence Period and shall be responsible, on behalf of the Hirer, for all aspects of the Licence and in particular the fulfilment of these Conditions.

#### **3. Access to School**

The only entrance to the school premises shall be the main entrance.

#### **4. Licences**

The Hirer shall be responsible for obtaining such licences or consents as may be required for the Hirer's proposed use of the school and shall, on request, supply a copy of such licences or consents to the Governors before the commencement of the Licence Period.

#### **5. Playground**

Unless previously agreed in writing access to the school grounds and the use of furniture / equipment in the school grounds is not permitted.

#### **6. Supervision and Conduct**

The Hirer and the Authorised Representative throughout the duration of this Licence will ensure the good behaviour and safety of all persons using or on the school premises and that:-

- 6.1 any display work in the form of art, models or any other form shall be left untouched
- 6.2 any items of apparatus and / or equipment left out by teachers and pupils of the School shall be left untouched
- 6.3 no persons will be allowed on the School premises either before or after the Licence Period
- 6.4 the School premises are left in exactly the same state and condition as they are found and in particular that no rubbish is left in any part of the School premises
- 6.5 any rules or regulations laid down by the Governors or the Headteacher from time to time are complied with by every person on the School premises
- 6.6 at no time there are more than the maximum number of persons in the School

- 6.7 music and noise levels are kept to a reasonable level, so as not to disturb any other persons in the school or local residents
- 6.8 all facilities, including toilets, kitchen, tables and chairs must be cleaned and tidied after a hire
- 6.9 all rubbish must be disposed of in black bags (to be supplied by the user) in the bins (or taken away)
- 6.10 smoking or vaping is not permitted in any area of the building or outside areas near the building
- 6.11 children are properly supervised at all times
- 6.12 no alcohol is brought onto the School premises (unless prior agreement has been given in accordance with the Permitted Use)
- 6.13 no pets are brought onto the School premises

## **7. Damage**

- 7.1 The Hirer shall be responsible for the action of all persons on or using the School premises with the Hirer's consent, authority or knowledge (whether express or implied)
- 7.2 If there is any damage to the fabric of the School buildings (both inside and out) or surrounding premises, to any equipment or to any of the contents the Governors will require reimbursement of the cost. Such repair work to be carried out will be at the complete discretion of the Governors who shall use such contractors and repairers as they in their absolute discretion think fit, the cost of which shall be paid by the Hirer on demand.

## **8. Insurance and Liability**

The Hirer shall take out its own Employer and Public Liability insurance cover and not do anything that will or might constitute a breach of any statutory requirement affecting the School premises or that will or might wholly or partly vitiate any insurance effected in respect of the premises from time to time. The Hirer must indemnify the School and keep it indemnified, against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in any way from this licence and any breach of any of the Hirer's undertakings contained in this Licence.

## **9. Cancellation**

- 9.1 The Governors may at any time, prior to commencement of the Licence Period, cancel this Licence (or, in the case of weekly or other periodic hires, cancel one or more of the future dates) without liability to offer compensation if the School is required for school purposes, or if the Hirer has been in breach of these Conditions.
- 9.2 During the Licence Period the Headteacher has the full authority of the Governors to terminate the Licence without liability to offer compensation if, in his absolute discretion, he believes for reasons of health and safety or for any other reason, the Licence should be brought to an end.

- 9.3 The Hirer is responsible for notifying people of any changes in dates or venues, as a result of a cancellation, in advance of the Letting.

## **10. Health and Safety**

- 10.1 It will be the responsibility of the Nominated Representative to ensure that he / she is aware of the procedures required in the case of an emergency and he / she has sufficient assistance to be able to deal with an emergency or the evacuation of the School and its premises if required.
- 10.2 The Hirer and Nominated Representative shall ensure that exits are available and remain unobstructed during the Licence Period.
- 10.3 The Hirer must report all accidents occurring before, during or after the activity or activities it undertakes on the School premises to the Headteacher or, in the Headteacher's absence, their nominated representative.
- 10.4 There is no legal requirement for the School to provide first aid facilities. It is the responsibility of the Hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising staff.
- 10.5 The Hirer must understand the school's evacuation procedures in the event of a fire or other emergency and be aware of fire exits and the assembly point.
- 10.6 A register of all those attending the activities, for which the Hirer is responsible, should be kept particularly in the event of an emergency.
- 10.7 The Hirer is responsible for the safe and appropriate use of any equipment, whether the school's or otherwise, issued for or in connection with the Hirer's activity or activities on the School premises. The School reserves the right to refuse the Hirer use of such equipment that it deems may be unsafe or inappropriate.

## **11. Safeguarding and Child Protection**

- 11.1 It is an obligation of the Hirer to confirm that Disclosure and Barring Service (DBS) checks have been carried out on all adults working with children and that these checks demonstrate that all adults working with children on the activity or activities are safe to do so. The Hirer is responsible for ensuring compliance with any relevant Safeguarding Children Board requirements.
- 11.2 It is an obligation of the Hirer to confirm that there are policies and procedures in place to address any concerns raised in respect to the welfare or safety of children and young people.
- 11.3 The Hirer is required to provide evidence of the above at the request of the Governing Body.
- 11.4 The Hirer is responsible for supervising any children participating in the activity or activities it undertakes on the School premises until they are collected by a responsible adult from the School premises.

## **12. Property**

The Governors accept no responsibility for any loss or damage caused to any vehicles or personal property brought on the premises in the course of the Licence Period.

## **13. Publicity**

The Hirer shall obtain the approval of the Headteacher for any advertising or publicity material advertising the Hirer's activity or activities before such material is published. No notice may be displayed in the School by the Hirer without the prior approval of the Headteacher.