



Lettings and Hirings Policy

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This policy explains the basis upon which parts of the school premises and grounds may be let. It includes: -

Annex A. Conditions of Hire

Annex B. Application for the Hire of Facilities excluding swimming pool

Annex C. Application for Hire of the swimming pool

Annex D. Minibus Hire

Annex E. Minibus Safety Checklist

1. POLICY STATEMENT

- a. The letting of any part of the school premises and or grounds will be at the discretion of the Governing Body and with the agreement of the Headteacher.
- b. The Resources Committee will be responsible for the 3 yearly review of the policy. All lettings applications are to go to the Headteacher for approval. Should it be considered necessary, the application can be referred to a meeting of Governors for their approval.
- c. A 20% deposit, payable at the time of booking, may be required
- d. All hire charges must be paid immediately the invoice is issued.

- e. The applicant may, at the discretion of the Headteacher, be requested to provide the names and addresses of two referees.
- f. The Hirer must sign the Lettings agreement and accept the terms and conditions found in the Conditions of Hire document (a copy of which will be attached to the Lettings agreement form).

ANNEX A

BARNCROFT PRIMARY SCHOOL - GENERAL CONDITIONS OF HIRE EXCLUDING MINIBUS

1. Acceptance of conditions

The hiring of accommodation is permitted only on the conditions outlined in the following regulations. Acceptance of the hire agreement is deemed to be acceptance of these conditions, as laid down by the Governing Body.

2. Compliance with conditions

The hirer (the person or body to whom the hire is granted) shall be responsible for compliance with these conditions.

3. Applications

Applications for hire should normally be made at least three weeks in advance. In general, reservations will not be accepted for dates more than twelve months in advance, except for special events such as those needing extensive preparations.

4. Fabric and fittings

The fabric and fittings (including electrical installations) and contents of the premises shall not be interfered with in any way. At the end of the hire period the hirer shall leave the accommodation in a clean condition, all equipment being returned to the correct place of storage.

Only suitable footwear should be worn in the school hall. No school games equipment may be used without permission and gymnastic equipment can only be used when an adult with recognized qualifications for the proposed activity is personally supervising at all times. For safety reasons, this condition also applies to other indoor activities with young people. For further guidance the hirer should consult the regulations described in the H.C.C. document "Safety in Physical Education" available at the school.

No use may be made of apparatus such as stage fittings, pianos etc., without specific permission.

5. Swimming pool

Access to the pool must be limited to members of the hiring group. The hirer will be notified of the maximum number of persons who may at any time be in the water and the number of lifeguards required. The hire must adhere strictly to these directions. The hirer shall be responsible for providing appropriately qualified lifeguards. Behaviour in the pool is governed by the regulations that are prominently displayed around the pool area and must at all times be strictly adhered to. No use may be made of swim pool equipment without specific permission.

6. Storage

Storage facilities cannot be provided. When hirers are permitted to leave equipment on the premises, they do so entirely at their own risk.

7. Hirer's property

Furniture and apparatus required may be brought onto the premises at the hirer's own risk. Hirers shall not bring onto the premises, without the prior consent of the *Governors*, any article of an inflammable or explosive nature, nor any article producing an offensive smell, nor any other substance, apparatus, or article of a dangerous nature.

8. Refusal of hire

Governors may refuse an application to hire the premises if:

- a. The premises are required by the school.
- b. There has been any damage to the property or breach of these conditions during previous use of the premise by the hirer.
- c. For any other reason the *Governors* deem it necessary or expedient to withhold the permit.

No compensation shall be payable by the *Governors* by reason of such a decision.

9. Cancellation by the *Governors*

Apart from exceptional circumstances, the *Governors* will give at least four weeks notice to the hirer should it become necessary to cancel or postpone a letting.

10. **Cancellation by the hirer**

The hirer must give at least four weeks notice of cancellation to the Headteacher, acting for the Governors. If any shorter period of notice is given the Governors reserve the right to pass on the hirer any costs unavoidably incurred.

11. **Payment of charges**

All hire charges must be paid immediately an invoice is issued. The invoice will be issued at the end of each month for all the hires that have taken place in that month. Failure to pay within this time will result in the loss of hire.

The Governors reserve the right, on proper notification, to invoice the hirer for any charges arising from excessive cleaning time incurred as a result of the hirer failing to leave the accommodation in a clean condition, or for repair of the premises or equipment damaged by the hirer, or resulting from the hirer failing to vacate the premises by the time stipulated in the hire form.

The hirer shall, if so demanded, pay at the time of booking a refundable deposit to be held by the Governors against costs unavoidably incurred as the result of insufficient notice of cancellation of booking, any damage caused by the hirer or additional cleaning required as a result of the premises not being left in a clean condition. The proportion of the deposit to be retained will be decided by the Governors, and their decision is final.

VAT Charges

- i. Standard rated means the VAT has to be added to the hire charge, currently at the rate of 20.0%. VAT exempt means that VAT does not have to be charged.
- ii. General lettings of an open space such as a field, hall or room are VAT exempt. This also applies to the use of a room with tables and chairs.
- iii. General lettings become standard rated if the hirer requires use of school facilities such as a projector, computer, a kitchen, or other equipment during the letting.

12. **Statutory requirements**

All statutory requirements, including those related to health and safety and public entertainments, must be strictly fulfilled by the hirer. Film, musical, dancing (including disco and stage events) must be considered to be public entertainments unless entrance is restricted to those who are bona fide members of the organisation hiring the accommodation. For all public entertainments it is the hirer's responsibility to inform the local Council's Licensing Officer to obtain

the appropriate licence. This applies if tickets are to be sold at the door or advertised to the public, but also if tickets are offered to friends and neighbours or even if admission is free and open to all.

Alcohol

In no circumstances shall alcoholic drinks be available at any function without prior written consent of the governors. Permission will be granted only in exceptional circumstances. Applications must be made in writing at the time the hirer applies for the use of the premises. If permission is granted for alcoholic drinks to be sold it will be the responsibility of the hirer to ensure that an appropriate licence is obtained from the local council.

Gambling

The premises may not be used for games of chance, other than bingo, unless specific permission has been granted by the governors.

13. Attendance and behaviour

The hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approved.

The hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated. The hirer shall be liable for damage caused by unruly or inappropriate behaviour.

It is the hire's responsibility to ensure that all those attending are made aware of their responsibilities and the County and hire's insurance arrangements.

14. Fire precautions

Hirers shall familiarise themselves with the fire precautions in force on the premises and with the means of escape in the event of a fire. Fire and other exits must be kept clear at all times.

15. Smoking

There is a no smoking policy within the school site. This must be strictly adhered to.

16. Site Manager

The Site Manager is instructed by the Governors to ensure that the conditions of hire are fully complied with. All reasonable instructions given by the Site Manager on duty must therefore be followed.

17. Right of access

The Governing body and its agents reserve the right of access to the premises during the letting.

18. Vehicle parking

Any vehicles brought onto the premises may only be left in the car park. Cars are parked at the owner's risk. Parking is very restricted and there is no guarantee that a space will be available.

19. CRB Clearance

All hirers must provide CRB clearance for themselves and any other persons who are working with children or vulnerable adults. Failure to do this will result in the hire being withdrawn and the relevant authorities informed. The school will hold the serial numbers of these CRBs on their Central register.

ANNEX B

Application for the hire of facilities at Barncroft Primary School

The application should be sent to the school and should normally be made at least 14 days before hiring is required.

Name of applicant

Address

(to which can correspondence be sent)

.....

Telephone number _____ Postcode _____

Name of organisation and position within organisation (if applicable)

Facilities required (NB. For swimming pools the hirer must complete an additional agreement form)

Gymnasium Sports hall Hall Kitchen*

Sports pitch/court (specify) Hard/grass area (specify)

Room(s) specify number Other facilities (specify)

Purpose of hire _____

Do you wish to provide bar facilities? YES / NO

Apart from organisers, is the proposed hire exclusively for:

Young persons under 18 or members of a registered youth group YES / NO

Older persons group or adult with disabilities YES / NO

Date(s) required _____ Time from _____ to _____

Declaration

- 1 I have read and accept the school's conditions of hire, and agreed to abide by these and any special conditions communicated to me.
- 2 I agree to indemnify the County Council against any accidents or damage to County Council property or injury to persons which may be incurred as a result of the hiring unless caused by the negligence or breach of statutory duty of the County Council. I understand that the County Council have taken out a policy of insurance, brief details of which have been supplied to me, which provides an indemnity for my legal liability for accidents, damage and injury.
- 3 I enclose a copy or copies of appropriate qualifications held by the person(s) running the activities (where appropriate) in support of this application.
- 4 I enclose a copy of a valid CRB certificate for each person involved in the running of the activities (where appropriate)
- 5 I accept that an additional charge may be made in respect of damage caused to the building or school property through negligence or wilful intent.
- 6 I understand that there will be a minimum charge unless there is a concurrent hirer.
- 7 I agree to the payment conditions.
- 8 I am over 18.

Signed _____ Name in full _____ Date _____

This section will be returned to you as confirmation or otherwise of the letting. It is **not** an invoice.

Name _____

Address _____

Approval is given/not given to your application to hire _____ (facilities)

at Barncroft Primary School on _____

The charge will be £ _____ # starting at _____ hours and finishing at _____ hours, unless the minimum charge applies or the period of letting exceeded. An invoice for the actual charge will be issued **after** the hire. #Subject to re-check.

ANNEX C

Application for the hire of swimming pool facilities at Barncroft Primary School

*This form must be completed **in addition to** the general application form for the hire of school facilities and should be returned to the school along with your application.*

Name of applicant

Address

(to which can correspondence be sent)

.....

Telephone number _____ Postcode _____

Name of organisation and position within organisation (if applicable)

Type of activity to be staged

Swimming instruction Competitive training Swimming competition/gala

Un-programmed/recreational swimming Sponsored swim or other fund-raising activity

Composition of the user group. Are the swimmers:

All children under 18? Adults? Mixed children and adults?

Special considerations relating to the group (eg. non-swimmers, special needs, etc.)

Date(s) pool is required

Date(s) required _____ Time from _____ to _____

NB. The times should include changing periods before and after the use of the pool.

Proposed maximum number of swimmers per session

Children under 18 _____

Adults _____

TOTAL _____

✂-----

This section will be returned to you with confirmation of your letting.

Name _____

Address _____

Approval is given to your application to hire the swimming pool at Barncroft Primary School

on _____ starting at _____ hours and finishing at _____ hours.

On condition that:

The maximum number of users in the water at any one time will be: _____

The minimum number of lifeguards in attendance will be: _____

The additional charge for providing lifeguards (if applicable) will be: £ _____

ANNEX D
BARNCROFT PRIMARY SCHOOL Hire of Minibus

Registration Number: L 406 UOR or HN10 ZZW (Delete as appropriate)

This form is to be completed and returned in person and be accompanied by the appropriate documents before the hire.

Name of School

Driver's Name

Invoice to be sent to

Address

Check List Please tick

Driver's Licence produced - D1 category checked

Driver is a holder of a MIDAS certificate

Driver is over 25 years of age

Driver is driving on a voluntary basis

Driver has not been involved in an accident for which he/she has been responsible during the last 5 years

Driver has not accrued more than 5 penalty points on his/her licence during the last 5 years

..... school has a minibus permit

Dates required for hire

I certify that the above information is correct.

Signature of driver Date

All details have been checked and authorised

Authorisation of Headteacher of Barncroft Primary School

Terms and Conditions of use: Minibus

General

The checklist at Annex E, including the check boxes labelled "Before" must be completed before the minibus is moved from Barncroft Primary School and the check boxes labelled "After" must be completed when the minibus is returned .

Insurance

The minibus insurance covers the driver and 16 passengers and can be hired by schools. Any luggage, goods, personal belongings etc., which may be carried on the vehicle are not covered by the policy.

A £50.00 excess applies on windscreen replacement per incident.

A £200.00 excess applies for other incidents.

These will be paid by the hirer should an incident occur.

The minibus is covered by the County's Fleet RAC Membership scheme- Company Membership Specialist Vehicle 4 - which includes Roadside Assistance, Relay and Home Start. The card can be found in the polythene zip bag.

Permit

Any school using the minibus must have their own minibus permit. Schools can obtain a permit from Mr Parsons, Passenger Transport Group, County Surveyor's Department, Winchester, Hants SO23 8UG. Telephone: 01962 846983.

You will receive two copies of the permit - PSV 370(1/87) and a Minibus Permit Disc (PSV 370A). You should display one of the copies of the Permit inside the minibus where it can be seen and display the disc on the windscreen.

Accident Procedures

Should an accident occur, the driver must record all relevant details at the time of the accident. It is a condition of the Insurance Policy that drivers should NOT admit liability even if they think they are to blame.

Barncroft Primary School must be informed as soon as possible as the accident must be reported to County within 24 hours.

ANNEX E

BARNCROFT PRIMARY SCHOOL Minibus Safety Checklist

Registration Number: L 406 UOR or HN10 ZZW (Delete as appropriate)

This form must be completed each time the minibus is used

The user must familiarise themselves with the conditions of use of this vehicle & check the minibus using the checklist below before and after each use.

The checklist must be signed and handed to the school office on return of the vehicle with the keys & folder containing logbook.

The minibus will be checked back in and any damage incurred charged to the hiring organisation. All drivers must be Midas trained and produce their certificate.

Name of School / Organisational

Driver's Name

	Before	After
All tyres tread & pressures checked (any bulges or cuts)		
Windscreen , windows & mirrors clean & undamaged		
All lights & indicators working (please check brake lights)		
Bodywork checked for any damage		
<u>Interior checklist</u>		
Are the seats & interior fixings/panels etc undamaged?		
Are seat belts all functioning & undamaged?		
Is there a First Aid kit & extinguisher present?		
Do you have enough fuel for the journey?		
Are exits clear and safe of obstruction?		
Are the doors & locks all operational & undamaged?		

Any findings must be recorded & reported to Reception.

Detail of any findings / comments:

I have carried out the above checks & understand the terms & conditions of use of this vehicle.

Print Name Signature

Date

