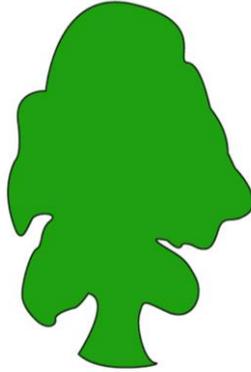


Lettings Policy FOR ELMHURST SCHOOL



BEARBROOK & ELMHURST EARLY YEARS EXCELLENCE HUB



Adopted:	February 2016
Next Review Date:	February 2019
Responsible Committee:	Premises, Health & Safety Committee
Signed:	
Headteacher:	Mrs R. Lee
Chair of Governors:	Mr D. Gamble

LETTINGS POLICY

The 'buildings and grounds (premises)' referred to throughout this policy are those of Elmhurst School and Elmhurst Children's Centre.

Introduction

The Governing Body is committed to making every reasonable effort to ensure the buildings and grounds (premises) are available for community use.

Definition of a Hiring

A hiring may be defined as 'any use of the premises by either a community group or a commercial organisation', regardless of whether a hiring fee is charged. It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils or of the Children's Centre, which is to provide high quality services to families with children aged 0-5.

Charges for a Hiring

The Governing Body is responsible for setting the charges for the hiring of the premises. Please see the charging appendix for details.

Applying to use the Premises

An application to use the premises should be made to the Head Teacher, and the Application Form must be completed and received no less than 4 weeks prior to the event. The Head Teacher will resolve any conflicting requests for the use of the premises, with school/Children's Centre needs always receiving priority.

The Head Teacher is responsible for the management of lettings, in accordance with the policy, but the Head Teacher may delegate all or part of this responsibility to other members of staff, namely the Business Manager and Assistant Headteacher for the Children's Centre, whilst retaining overall responsibility.

If the Head Teacher has any concern about the appropriateness of a particular request for a letting, she will consult with the Chairman of the Governing Body, who has the authority to determine the issue on behalf of the Governing Body. The Governing Body has the right to refuse an application and no letting should be regarded as 'booked' until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed in writing.

Hire Agreement

Once a hiring has been approved, a letter will be sent to the hirer, confirming the details of the letting, along with a copy of the terms and conditions and the hire agreement. The hire agreement needs signing and returning to the school before the hiring can take place. It should be signed by a named individual and the agreement should be in their name, giving their permanent private address. The hire agreement (with the terms and conditions of hire of the premises attached thereto) will be signed in duplicate by the hirer and on behalf of the Governing Body.

The named individual applying to hire the premises will be invoiced in advance for the cost of the letting. All hiring fees will be paid into the school's bank account to offset the costs of services, staffing etc.

Termination of Hire Agreement

The Head Teacher, or the Chairman of the Governing Body, has the immediate power to terminate any hire agreement relating to the hire of the school premises, in accordance with the terms and conditions of the agreement attached.

Complaints

Any complaints arising from a hiring agreement will be dealt with using the school's complaints procedure, a copy of which is available from the school office, or the hirer's own complaints policy, depending on the nature of the complaint. It will be at the Head Teacher's discretion which complaints procedure is followed.

ELMHURST SCHOOL

TERMS AND CONDITIONS OF HIRE OF THE SCHOOL PREMISES

These terms and conditions must be complied with.

The “hirer” shall be the named individual on the hire agreement and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

Status of the Hirer

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background.

The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

DBS Checks

It may be necessary for the hirer to undergo a criminal records check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with children and young people, it is the responsibility of the hirer, as advised by the Head Teacher, to ensure that they have complied with the DBS Code of Practice and any relevant Buckinghamshire Safeguarding Children Board requirements to establish the requirement for DBS checks.

When there is a requirement for DBS checks to be undertaken, the Hirer must keep appropriate records in line with the DBS Code of Practice and report to the school any safeguarding concerns which may arise. The Hirer will be required to provide evidence that DBS checks have been carried out on request.

Indemnity and Insurance

Lettings are made on the agreement that the County Council and Governing Body are indemnified by the hirer against any loss, damage, costs and expenses during the use of the school premises by the hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the County Council or the Governing Body.

The hirer shall insure with a reputable insurance office approved by the County Council, against such funds as the hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents or any person resorting to the premises by reason of the use of the premises by the hirer.

Unless specifically agreed by the County Council, the insurance cover shall provide a limit of indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the hire of the premises.

The hirer shall include a copy of their valid insurance certificate when submitting the signed hire agreement.

Neither the school nor the Local Authority shall be responsible for any injury to persons or damage to property arising out of the letting of the premises.

Statutory Requirements

The hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the school premises or which would, or might, vitiate in whole or in part any insurance effected in respect of the premises from time to time.

Licences and Permissions

The hirer shall be responsible for obtaining any public licences necessary in connection with the booking and should confirm with the school the licences they hold.

Permission or licence must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premise's Licence authorising entertainment, or by applying for a Temporary Event Notice.

The Head Teacher must be given at least four weeks' notice of a stage play production. The Hirer must obtain a Temporary Event Notice from the local Licensing Authority. The requirement is for the notice to be received by the Licensing Authority and the Police a minimum of 10 working days before the planned event but not including the day of the delivery of the notice or the day of the event.

For more information on licensing the District Council should be contacted:

- Aylesbury Vale - Tel: 01296 585 560, or email: licensing@aylesburyvaledc.gov.uk

It is the responsibility of any hirer to ensure that all copyright licences have been obtained to cover planned activities. To identify the relevant licences, please visit:

<http://www.licensing-copyright.org/leaflet.htm> for a copy of their helpful leaflet: 'A Guide to Copyright Licensing in Schools-Where to start...'

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution.

The hirer shall indemnify the Local Authority against all sums of money which the Local Authority may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

Public Safety

All conditions attached to the granting of the licence, stage play or other licences and the school's health and safety policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- a) obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times;
- b) the emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes;
- c) fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose;
- d) the Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Head Teacher;
- e) the hirer is responsible for familiarising him/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available;
- f) performances involving danger to the public shall not be permitted;
- g) highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc) shall be undertaken or erected without the consent of the Governing Body;
- h) no unauthorised heating appliances shall be used on the premises;
- i) all electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The Governing Body and County Council disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.
- j) adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, scouts etc.

The Hirer's Responsibilities

The hirer must inform the school of any fault, damage or other problems with the premise or equipment encountered during the hiring.

No parts of the premises are to be used otherwise than for the purpose of the premises requested. No parts of the premises requested are to be used for any unlawful purpose or in any unlawful way.

Own Risk

It is the hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

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 personnel, particularly in the case of sports lettings. There is no legal requirement for the school/Children's Centre to provide first aid facilities and use of the school's/Children's Centre resources are not available.

Furniture and Fittings

Furniture or fittings shall not be removed or interfered with in any way. Nor shall they be re-arranged except by prior agreement and will be subject to reinstatement at end of each session of use. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any reparation required.

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

Food and Drink

No food and drink may be prepared or consumed on the property without the direct permission of the Head Teacher in line with current food hygiene regulations.

Kitchen/Food Preparation, Facilities and Equipment

Third parties shall only be permitted to share use of kitchens and/or equipment where a member of the school's/Children's Centre staff is available to supervise such use and subject to reimbursement of the resultant staff costs.

A 'Slip Kitchen' (the Meeting Room in the school, the small kitchen in the Children's Centre), where only a kettle and washing up facilities are available, can be used by a hirer without supervision.

Intoxicating Liquor

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises.

Smoking

Smoking is not permitted anywhere inside the school buildings or on the school grounds.

Betting, Gaming and Lotteries

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

Nuisance/Disturbance

Hirers and organisers of events on the premises are responsible for ensuring that the noise level of their functions does not interfere with the other activities within the building nor cause inconvenience for the occupiers of nearby houses or property.

The hirer must comply with the school's arrangements for disposal of any rubbish or waste materials.

Except in the case of trained guide-dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises.

Rules

The hirer shall comply with any rules and regulations which the Governing Body shall make from time to time.

Charges and Cancellations

The hirer acknowledges that the charges are as set out in the hiring agreement including any review arrangements specified. The letting may be cancelled, provided that in each circumstance at least 28 days notice either way is given. It is the hirer's responsibility to notify people appropriately of any changes in dates or venues at least a week in advance.

The Governing Body and the Local Authority will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the Governing Body of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, oil shortage, failure of electricity/gas supply). The decision of the Governing Body, or the Local Authority, as to whether a letting should be cancelled shall be binding on the hirer.

Arrival or departure outside the agreed times will incur an extra charge.

Sub-Letting

The hirer shall not sub-let the premises, underlet or share possession with any other parties.

Storage Ancillary to the Hiring

The permission of the Governing Body/Head Teacher must be obtained before goods or equipment are left or stored on the premises, but the Head Teacher is authorised to grant permission for the overnight storage of goods and equipment brought to the school for a particular event.

Loss of Property

The Governing Body and the Local Authority cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required.

Car Parking

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the school. In particular the Hirer must ensure that access to the school by emergency vehicles is not obstructed or

delayed. Where parking accommodation is available, this must be used, and users of the school should avoid undue noise on arrival and departure.

Toilet Facilities

Access to the designated school's toilet facilities is included as part of the hire arrangements.

Right of Access

The Governing Body reserves the right of access to the premises during the hiring for emergency or monitoring purposes (the Head Teacher or members of the Governing Body from the Premises, Health & Safety committee may monitor activities from time to time).

Vacation of Premises

The hirer shall ensure that the premises are vacated promptly at the end of the hiring session. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

British Values

To adhere to current legislation you will if appropriate, need to provide evidence that you support UK democratic values including respect for the basis on which UK laws are made and applied: respect for democracy: support for individual liberties within the law; and mutual tolerance and respect.

ELMHURST SCHOOL AND BEARBROOK & ELMHURST EARLY YEARS EXCELLENCE HUB
Dunsham Lane
Aylesbury
Bucks HP20 2DB
Tel 01296 481380

APPLICATION FOR HIRE OF PREMISES

Name of your organisation: _____

Full name and address of hirer: _____

Telephone numbers: Daytime: _____ Evening: _____

Signature of hirer: _____ Date: _____

(I confirm that I am over 18 years of age.)

Purpose of hire* (please specify) _____

*Events such as dances and receptions will be required to pay a refundable security deposit

Maximum number of participants: _____

Age range of participants: _____

Number of supervising adults (if appropriate): _____

Have List DBS checks been carried out? When? By whom? DBS Numbers?

Area Required (please tick)

- Meeting Room Main Hall Toilets Art Room

*VAT is charged on lettings for the Hall for periods less than 10 consecutive weeks.

Date(s) area required (please specify)

From/...../..... To/...../.....

Times required (please specify)

From/...../..... To/...../.....

Elmhurst School

Do you have the required third party public liability insurance to cover the event? (please tick)

Yes

No

If yes please enclose a copy of the renewal certificate (minimum cover £5million).

If you require chairs and tables please specify below how many are required*:

Chairs _____

Tables _____

*Please note maximum numbers apply according to area of rent.

Please complete and return this form within 7 days of the provisional telephone booking. A 20% deposit must accompany this form, or payment in full is acceptable. Please make cheques payable to Elmhurst School. The remainder of the any money is due at least 7 days prior to the event along with any security deposit that may apply. Cancellations of bookings given 30 or more days in advance will receive a full refund. Cancellations under 30 days will not normally receive a refund. Deposits will not be refunded in the event of damage to school property.

ELMHURST SCHOOL AND BEARBROOK & ELMHURST EARLY YEARS EXCELLENCE HUB

CHARGING APPENDIX

Elmhurst School/Bearbrook & Elmhurst Early Years Excellence Hub should not incur a financial loss when letting/hiring the premises.

Services which promote the aims of the Early Years Excellence Hub and meet the specific needs of our community may let the space free of charge at the request of a small weekly donation to cover basic costs e.g. cleaning, cleaning materials, electricity and water. Services allowed to operate free of charge are required to promote the Early Years Excellence Hub and encourage all members attending services to access those provided by the Hub and complete registration forms.

Profit making organisations/private lettings may hire the space at the following costs (these costs will be reviewed annually and hirers will be given at least 28 days' notice of any increase to these costs):

Children's Centre/Harding Room Bookings which support Local Families

- £10 per hour

Evening Lettings

- £25 per hour

Saturday Lettings

- £25 per hour

Sunday Lettings

- £35 per hour

No lettings which require the presence/lock/unlock of the site manager will take place on a Sunday if there is also a Saturday booking (or vice versa) in the same week to ensure legal compliance with the working time directive.

Hirers will be invoiced in advance for any lettings, this will be half termly based on school term times.