

Principles

- Christchurch CE (VC) Governing Body regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible.
- The Governing Body of the school follow the guidelines contained in Wiltshire Council Publication ‘Letting of School Premises: Guide for Governors May 2001(Revised August 2011)’ and the policy should be read in conjunction with this booklet.

Aims

- The overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils, the promotion of equality of opportunity and the community cohesion of the local area. Any lettings of the premises to outside organisations will be considered with this in mind.

Policy

- The following activities fall within the corporate life of the school. These activities are not considered to be lettings and costs arising from these uses are therefore a legitimate charge against the school’s delegated budget.
 - Governing body meetings
 - School performances
 - Parents’ meetings
 - Meetings of the PTA
 - PTA organised events
- The Governing Body control the Community Use of School Premises in accordance of Chapter 17 of ‘A Guide to the Law for School Governors’ and the policy should be read in conjunction with this guide.
- Charges are calculated in accordance with the charging structure laid down by the LA, using the LA figures for average hourly energy and repairs and maintenance costs per square metre (see Appendices C& D). VAT is charged where appropriate.
- The Site Manager is responsible for the opening and closing of premises for hirers and the cost of this is included in the charges. This responsibility can be delegated to others if the need arises.
- The Governors delegate implementation of the Lettings Policy and routine decisions on lettings to the Headteacher except where an application is considered by the Headteacher to be outside the norm. The decision shall then be referred to the Governing Body.
- Applications received from religious groups or for use of facilities on a Sunday are to be referred for approval to the Vicar of Christ Church (ex officio governor) in consultation with the Foundation Governors.
- Facilities are not available for hire on the following days: New Year’s Eve, New Year’s Day, Good Friday, Easter Sunday, Christmas Eve, Christmas Day & Boxing Day.
- All those wishing to hire facilities must submit a completed application form (Appendix B). When availability of facilities has been established, the application should be passed to the Governing Body or Headteacher for approval as appropriate. Bookings can only be confirmed after approval is obtained.

APPENDICES	
Appendix A	Terms and Conditions of Letting
Appendix B	Application Form for Use of Facilities
Appendix C	Lettings Policy Charge Sheet 2013
Appendix D	Lettings Policy 2013 (Excel Spreadsheet) Sample Costs

Appendix A: TERMS AND CONDITIONS OF LETTING

A General Conditions

- 1 Educational and other statutory requirements take precedence over any other use. No application which will interfere with the educational functions of the premises, maintenance or cleaning of the premises will be approved.
- 2 Premises are let as they normally stand, and no alterations or additions shall be made to lighting, heating, seating, gangways, furniture, fittings or other arrangements of the accommodation without the consent of the Governors or the person to whom the control of lettings has been delegated. Any special requirements such as additional seating are to be requested on the application form and paid for as appropriate in addition to the basic hiring charge.
- 3 Stage lighting shall not normally be used unless special consent is given and a competent operator is provided. Governors may wish to make a separate charge for this use.
- 4 All lettings between 1 October and 30 March will be charged at the winter (heated) rate and those between 1 April and 30 September will be charged at the summer rate. Any requirement for heating during the summer period should be indicated on the application form and the appropriate charge will be payable.
- 5 All passageways, stairs and exits to which the public has access shall at all times be kept free from obstruction.
- 6 Posters will not normally be permitted on the premises except by prior consent of the Governors or the person to whom the control of lettings has been delegated.
- 7 No bolts, screws, nails or tacks or any adhesive fastenings shall be used to fix anything to the walls or for any other purpose.
- 8 No article of any inflammable or explosive character or any article producing an offensive smell or any oil, electric, gas or other engine shall be brought into the accommodation unless agreement is obtained at time of booking.
- 9 **Smoking is not permitted on any part of the premises, including the grounds.**
- 10 The hirer shall be responsible for the maintenance of good order and behaviour during the letting.
- 11 No intoxicating liquor shall be sold, supplied or consumed on the premises without the previous consent of the Governors or the person to whom the control of lettings has been delegated and, if appropriate, the Licensing Authority.
- 12 The school kitchen may only be used with the consent of the school meals contractor and, if required by the contractor, the attendance of a representative of the contractor during the letting. Any charges for the use of the kitchen and staff will be as charged by the contractor and added to the basic lettings charge agreed by the Governors.
- 13 Attention is directed to the Children's and Young Persons Act 1933 Section 12(1), which provides that when the number of children attending an entertainment exceeds one hundred, it should be the duty of the person providing the entertainment to provide an effective corps of properly instructed stewards to see that the number of the children attending does not exceed the proper capacity of the building, and to take all other reasonable precautions for the safety of the children.
- 14 Hirers may still be held liable for the cost of the letting if a booking is cancelled after 0930 on the day of the letting or, for a weekend letting, after 1400 on the Friday preceding the weekend of the letting.
- 15 Consent to the use of the grounds may be withheld if the Governors consider the condition of the grounds are such that additional use may result in the inability of the school to provide sufficient playing space to provide for curricular use in accordance with the Standards for School Premises Regulations.
- 16 Floors of Assembly Halls are used for pupils' physical education and no substance is to be applied to the floors to prepare them for dancing.
- 17 No footwear liable to damage floors and floor coverings should be worn in the school buildings. This includes football boots.
- 18 If a piano is used, the only one to be used is that indicated by the Governors or the person to whom the control of lettings is delegated.
- 19 Dogs, other than assistance dogs, shall not be allowed on school premises except with the permission of the person responsible for lettings. This permission may be granted if the dogs are required as part of an educational programme.

CHRIST CHURCH CE (VC) PRIMARY SCHOOL LETTINGS POLICY

- 20 The hirer is responsible for ensuring that the facilities used are returned to the state in which they were found at the beginning of the let. In particular furniture must be returned to the location in which it was found, floors must be left in a clean and dry state and all rubbish removed and disposed of appropriately.
- 21 In the event that the premises are not left in a clean and tidy state after the let, such that the normal cleaning regime is not able to absorb it, then a charge will be made to cover the cost of undertaking the necessary cleaning.

B *Safeguarding and Child Protection*

- 1 Where the let is either a long-term / regular let or is made by an organization and children or vulnerable adults will be participating in the activities planned at the school then:
 - The hirer should have clear safeguarding and child protection policies and procedures in place which comply with current Government guidance from DCSF (e.g. adoption of the Sport England Safeguarding Standards).
 - Original CRB/DBS records shall be supplied to the school prior to approval of the letting for all activity leaders to be involved in the activity at the school.
 - CRB/DBS records will be held in the school central records.
- 2 The Hirer will liaise with the school in the event of any concerns arising about safeguarding children or child protection.
- 3 The Hirer shall acknowledge that the facilities being let are ordinarily used for teaching children and as such material relating to the children's education may be accessible. It is the responsibility of the hirer to ensure that no inappropriate access is made to such material, be it written or electronic.

C *Fire and Safety Precautions*

- 1 The hirer must have a working mobile phone available during the hire and should be aware of the position of accessible telephones, escape routes, fire alarms, fire fighting equipment, and the arrangements for emergency assembly areas. Organisers of any activity must also ensure that, as far as possible, an accurate list of those present is available as a roll call in case of fire.
- 2 Before using the premises hirers are responsible for checking, and Head and Governors for ensuring, that:
 - Escape routes are unlocked and unobstructed internally and externally and that all doors are easily and immediately operable from the inside.
 - Safety lighting is working satisfactorily
 - Seating and gangways are arranged in accordance with safety rules
 - Fire fighting equipment is available for immediate use
 - The maximum permitted number to be admitted is not exceeded
 - The hirer is familiar with the layout of the building.
- 3 **The School's fire alarm is not connected directly to the Fire Station.** In the event of a fire, the person in charge of the hired premises is responsible for calling the Fire Brigade.
- 4 If there is a fire, or the fire alarm sounds, everyone should leave the building by the nearest exit, ensuring that all doors are closed after they have been passed through. As part of their evacuation strategy the hirer should make a reasonable sweep of the area within their jurisdiction as long as this does not expose them to any additional hazards or unduly delay the evacuation. All persons should go to the designated assembly area where a check on those present should be carried out – either by using the list of attendees or by individual enquiry. Each hirer should establish a suitable muster area outside the premises. The car park is often the most suitable area.
- 5 If anyone is missing, the Officer in charge of the Fire Brigade should be met immediately on arrival and informed of the position. No one should be allowed to re-enter the building until authorised by the Senior Fire Brigade Officer present.
- 6 Use of fire extinguishers by hirers is only permitted by those with adequate training in the use of extinguishers. Care should be taken to ensure that the type of fire extinguisher is appropriate for the fire involved. **Fire fighting is always secondary to safety of life.**
- 7 After the letting, the responsible person, whether the site manager or another authorised person, will check there are no apparent fire risks. At the end of the letting hirers should therefore ensure that all electrical appliances, gas and water taps are turned off. Doors and windows should be closed and any special fire instructions adhered to.

D Damage to Property

- 1 The Hirer shall repay to the Governors any additional costs, whether for staff or premises, resulting from the misuse and/or damage of the premises and/or grounds resulting from their use by the hirer before, during or after the period of hire if in relation to or because of the hiring.
- 2 The costs of reinstating grounds or reinstating or replacing any part of the premises or any property in or on the premises and grounds which shall be damaged, destroyed, stolen or removed will be certified by a member of the Royal Institute of Chartered Surveyors whose certificate shall be conclusive.

E Indemnity

- 1 Hirers shall indemnify the Governors against all claims, demands, actions or proceedings in respect of goods or clothing or of the death or injury of any person which shall occur during, before or after the period of hire if in relation to or by reason of the hiring. Provided always that this indemnity shall not apply in the event of any negligence of the part of the Governors or Local Education Authority, their agents or employees, or any defects in the premises or of an act of God or the Queen's enemies.
- 2 The hirer shall obtain insurance against its legal liabilities to third parties, with a limit of indemnity of at least £1 million. **A copy of the current insurance certificate must be supplied to the Headteacher.**
- 3 Premises shall not be used for any unlawful purpose and there shall be deemed to be implied on the part of the hirer an undertaking with the Governors strictly to observe all statutory provisions and regulations imposed by the Justices of the Peace applicable to any letting, and to indemnify the Governors and the Local Education Authority, their agents and employees from all penalties, damages and costs which they may incur in consequence of any breach or default in complying with such provisions.
- 4 The hirer shall indemnify the Governors against all claims, demands actions or proceedings arising out of the infringement of copyright etc during the period of hire.
- 5 The hirer shall be responsible for ensuring that appropriate licensing requirements are met in respect of a letting at which charges are made for admission and musical works are to be performed vocally, instrumentally or mechanically.

F Right of Entry

- 1 The Head, Governors, Chief Education Officer and persons authorised by them, shall have free access to the hired premises in the pursuance of their duties and instructions must be given by the hirer for their admission.

G Failure to Observe Conditions

- 1 If the hirer shall fail to observe or ensure the observance by others of the provisions of these Terms and Conditions and any notes attached to them, the Governors may without notice end the hirer's rights under the agreement, and affect the immediate vacation of the premises and/or grounds.
- 2 Such a termination shall not release the hirer from any of the obligations under the agreement or affect any right which the Governors may have under the agreement or otherwise and the Governors shall be entitled to retain any money paid as a deposit and to sue for any balance outstanding.

H Responsibility for Property

- 1 The Governors shall not be responsible for goods, materials, clothing etc brought into or left in the building as a consequence of the let.
- 2 Vehicles are parked on the school premises at the owners' risk.

I Statutory Requirements

CHRIST CHURCH CE (VC) PRIMARY SCHOOL LETTINGS POLICY

- 1 The School holds a Premises Licence which covers the following activities – plays, film(indoor), recorded music, live music, performance of dance, provision of facilities for making music and dancing. Authorised times are Monday to Sunday 0900-midnight. A copy of the detailed licence can be seen on request and the hirer is responsible for ensuring that their activity falls within its scope. Further advice can be obtained from the Licensing Officer at Wiltshire Council.
- 2 Intoxicating liquor cannot be sold on the premises unless the hirer or person providing the bar facilities has obtained a Temporary Events Notice (TENS). Advice on obtaining a licence can be obtained from the Wiltshire Council website (www.wiltshire.gov.uk). The Headteacher must be informed if such a licence is applied for and a copy given to the School before the letting starts. The bar must be placed where young persons under the age of 18 cannot normally gain access. Should such access occur, all liability for any consequences of whatever sort shall be with the hirers.

J *Cancellation of Hiring*

- 1 The Governors reserve the right to cancel any booking in the event of the accommodation being required in connection with a Parliamentary, County or Municipal Election, for such extraordinary or special civic or education purposes as the Authority may from time to time think fit, or for any other reason at its discretion. In the event of any such cancellations, the Governors shall refund the charges already paid for the hiring of the premises and the hirer may be offered an alternative date or dates, but in any event the Governors shall not be liable by virtue of such cancellation for the payment of any compensation whatsoever.
- 2 The Governors reserve the right to cancel or prohibit the use of facilities at any time. All monies paid in respect of a booking cancelled in accordance with this condition will be refunded, but will not be liable for any other expenditure incurred or loss sustained directly by the hirer arising from the cancellation.

K *Interpretation*

- 1 The Governors decision as to the interpretation of these conditions shall be final and conclusive.

General Information

- The site manager or a member of staff is normally available throughout the let by mobile phone and will be responsible for unlocking and locking the premises.
- It is also advisable to bring a mobile phone and suitable First Aid kit.

APPLICATION FOR USE OF ACCOMMODATION/FACILITIES
AT CHRIST CHURCH CE VC PRIMARY SCHOOL
Berryfield Road, Bradford on Avon, BA15 1ST
Tel 01225 86344

1 **Particulars of Organisation**

Name of organisation and nature of activity

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Are you working with children (under 18) or vulnerable adults Yes/No

Name and address of hirer

.....

Telephone number

Email

2 **Facilities required**

.....

(Hall, classroom (number of rooms), playing field, hard playground, changing area, seating, any other facilities)

Purpose of use

Day(s)..... dates

Note: facilities are not available for hire on the following days: New Year's Eve, New Year's Day, Good Friday, Easter Sunday, Christmas Eve, Christmas Day, Boxing Day.

Time(s) of use from to

Heating required (in period 1 April-30 September) Yes/No

3 **I have read and agree to the conditions of hiring**

Sign to confirm

4 I agree to the terms and conditions of the hiring and will pay the sum due:

- a) for one letting on receipt of your consent in writing
- b) for a series of lettings on receipt of your invoice

5 I attach a copy of my current certificate of insurance.

6 date

Signature of hirer

The Governors control lettings and charges in accordance with Wiltshire County Council Guidelines. A booking is not confirmed until the application is approved by the Governors and a signed copy of this form returned to the hirer.

CONSENT

CRB approval needed Yes/No CRB certificates checked

Your application for the hiring of accommodation/facilities has been approved by the Governors.

The current charge is £

..... date

Signed on behalf of the Governors