

**Colham Manor**



**Primary School**

**SCHOOL LETTINGS POLICY**

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**Next Review Date: Spring 2020**

**Signed:**

**Date:**



# SCHOOL LETTINGS CONDITIONS OF HIRE POLICY January 2017

1. **Acceptance of Conditions**  
The hiring of accommodation is permitted only on the conditions outlined in these regulations. Acceptance of a hire permit is deemed to be acceptance of these conditions.
2. **Compliance with conditions**  
The Hirer (the person or body to whom the permit is granted) shall be responsible for compliance with these conditions. Hirer will agree to schools documentation and complete necessary forms prior to hire.
3. **Governing Body**  
All lettings will be covered by the Letting Policy of the Governing Body, including determining the scale of charge to be made.
4. **Receipt of Applications**  
Applications for the hire of the premises 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.
5. **Availability of the Premises**  
Accommodation is available for hire between 6.30 – 10.30 pm on Monday to Thursday, 6.30 – 12.00 midnight on Fridays, 9.00 am – 12.00 midnight on Saturdays, and 9.00 am – 6.00 pm on Sundays. Lettings will not normally be accepted for the month of August or on National holidays but we can arrange supervision if necessary. Access shall be restricted to the specific areas which have been hired this will include the availability of toilet facilities if necessary.
6. **School Hall / Dining Room**  
Outdoor footwear must not be worn in the school hall for sports activity. No school games equipment may be used without permission, and the gymnasium equipment is in any case not to be used unless an adult with recognised qualifications for the activity proposed is personally in charge at all times.
7. **School Apparatus**  
No use may be made of apparatus such as stage fittings, sound equipment, pianos etc without specific permission.
8. **Fabric and Fittings**  
The fabric and fittings (including electrical installations) and contents of the premises shall not be interfered with in any way. No treatment shall be given to prepare a floor for dancing and the wearing of stiletto heels is prohibited.
9. **Charging**  
Charge for lettings will be £40 per hour. Parents of pupils at the school and school staff will be offered a 25% discount on hire charges.
10. **Storage**

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

11. **Hirer's Property**

Furniture and apparatus required may be brought on to the premises at the Hirer's own risk. Hirers shall not bring on to 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. Smoke or haze machines are strictly prohibited.

12. **Refusal of Application to Hire**

The Governors may refuse an application to hire the premises (a) if the premises are required by the School or the Local Authority, (b) if there has been any damage to the property or a breach of these conditions during a previous use of the premises by the Hirer, (c) if 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.

13. **Cancellation by the Governors**

Whenever it becomes necessary to cancel a letting, the Governors will give at least three weeks' notice to the Hirer.

14. **Cancellation by the Hirer**

The Hirer must give at least three weeks' notice of the cancellation to the Premises Manager, acting for the Governors. If any shorter notice is given, the Governors reserve the right to pass on to the Hirer any costs unavoidably incurred. Such a charge may be made by withholding part or all of any deposit paid at the time of booking. (see para 21)

15. **Priority of Use**

Conflicting demands for the use of the premises will be resolved by the Governors with priority being given to school functions and Local Authority lettings.

16. **Charges**

Hire charges will be made in multiples of one hour. The charge includes the cost of insurance arranged by the Council, fuel and light and supervision by the School keeper. (See paragraph 20 below regarding additional charges).

17. **Payment of Charges**

All fees must be paid at least three weeks before the date of use or the accommodation will not be regarded as booked.

18. **Review of Charges**

These regulations, together with the scales of charges will be subject to periodic review by the Governors.

19. **Additional Charges**

The Governors reserve the right on proper notification to invoice the Hirer for any charges (a) arising from excessive cleaning time incurred as the result of the Hirer failing to leave the accommodation in a reasonable condition, (b) for the repair of the premises or equipment damaged by the Hirer, and (c) resulting from the Hirer failing to vacate the premises by the time stipulated in the booking permit.

20. **Deposits**

The Hirer shall, if so demanded, pay at the time of booking a refundable deposit to be held by the Governors against (1) costs unavoidably incurred as the result of insufficient notice of cancellation of the booking, (2) any damage caused by the Hirer or (3) additional cleaning required as the result of the premises not being left in a reasonably tidy condition. In the event of damage, or of additional cleaning being

necessary, the proportion of the sum to be retained will be for the Governors to decide and their decision will be final.

21. **Insurance**

Insurance cover has been arranged on behalf of the Hirer but it does not cover:

- the first £500 of any accidental loss or accidental damage to school property arising from any one claim.
- damage in excess of £1,000,000 arising from any one accident
- articles of any description brought on to the premises by the Hirer.

In the event of damage to premises by fire or explosion resulting from the Hirer's negligence, the insurance company will pay the Council's expenses in restoring the premises but may look to the Hirer for reimbursement. Hirers are advised to provide their own cover against such an eventuality.

22. **Indemnity**

The Hirer and any guarantor required by the Governors shall be required as part of these conditions to indemnify the Governors in the manner set out on the application form.

23. **Private Profit**

Use of the premises will be permitted for private profit but subject to any conditions which the Governors may wish to apply.

24. **Statutory Requirements**

All statutory requirements, including those relating to Health and Safety and Public Entertainments, must be strictly fulfilled by the Hirer.

25. **Musical Works**

No musical works in the repertoire of the Performing Right Society may be performed in public on the premises unless the Hirer has obtained the permission of the Society. (The Society can be contacted at 29/33 Berners Street, London W1. Telephone 0207 306 4044)

26. **Copyright**

No copyright material must be delivered or performed unless the consent of the owner of the copyright has been obtained by Hirer.

27. **Public Entertainment**

Film, musical, dancing (including disco) and stage events must all be considered to be public entertainments unless entrance is restricted only to those who are bona fide members of the organisation hiring the accommodation.

If admission is free and open to all, or if tickets are to be sold at the door or are to be offered to friends, neighbours or the public by way of advertisement, it is the Hirer's responsibility to inform the Council's Entertainment Licencing Officer and obtain an Occasional Licence. The address to write to is The Entertainments Licensing Officer, Public Protection Services, London Borough of Hillingdon, Civic Centre, Uxbridge, Middlesex UB8 1UW.

28. **Attendance**

The Hirer shall ensure that the number of persons using the premises does not exceed that for which application was made and approved. This will be dependent on the activity taking place and will be agreed with the premises manager at the time of booking.

29. **Behaviour**

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.

30. **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.

31. **Accident or Injury**

Neither the Council nor the Governors accept any responsibility for any accident or injury or loss of property that may occur to, or be sustained by, persons using the premises during the period of the letting. Hirers are therefore advised to provide their own cover against such an eventuality.

In the event of any such accident, injury or loss, the Hirer must notify the Head Teacher on the following working day.

32. **Alcohol**

In no circumstances shall alcoholic drinks be available at any function without the written consent of the Governors. Permission will be granted only in exceptional circumstances. Applications must be made in writing by the Hirer at the time of applying 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 obtain an occasional licence from the Magistrates Court.

33. **Gambling**

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

34. **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.

35. **Smoking**

Smoking is not allowed in any part of the school or grounds.

36. **Premises Manager**

The Premises Manager/ Assistant is instructed by the Governors to ensure that these conditions are fully complied with. All reasonable instructions given by the School keeper on duty must therefore be followed. Any non compliance will result in termination of the let.

37. **Right of Access**

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

38. **Conclusion of the letting**

The Hirer shall, at the end of the hire period, leave the accommodation in the state in which it was hired and in a tidy condition. All rubbish shall be removed and any equipment should be returned to the correct place of storage.

**Reviewed: Spring 2017**

**Next Review: Spring 2020**

**Signed:**