



ST MICHAEL & ALL ANGELS C. E. (FOUNDATION) PRIMARY AND PRE-SCHOOL

LETTINGS POLICY

This policy is written in support of the Vision and Values of St Michael and All Angels (Foundation) Primary and Pre-School.

Date of Ratification:	Summer Term 2022
Review Date:	Summer Term 2023

Linked Policies: Health & Safety

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Introduction

St Michael and All Angels Primary and Pre-school maintains strong links with community organisations, offering a range of services and activities, extended beyond the school day, to help meet the needs of children, their families and the wider community. The production of this policy has taken account of the school's Mission Statement particularly in relation to the Christian principles and values on which the school is based.

The School encourages the community use of the school. The School premises consist of the school buildings, the playgrounds, the car park and the playing fields. The Head Teacher is responsible for the day to day management of the hiring out of the premises.

Priorities

Hiring out of the premises will be outside the hours when the premises are required for use by the school.

All hiring out of the premises will be subject to the availability of the Site Manager.

The order of priority for hiring out of the premises will be:

- (a) School events;
- (b) Local Authority directed use;
- (c) St Michael's PTFA;
- (d) St Michael's Church;
- (e) St Michael's Church organisations;
- (f) Other non-commercial community use;
- (g) Other organisations.

Charging (refer to the current hire charges – Appendix A)

The charges include the booking admin, heating & lighting, general wear and tear and resources such as toilet rolls together with the cost of the Site Manager. Charges will be rounded up to full hours with a minimum charge of 1 hr.

Tailored lettings for a day/week or for more rooms than stipulated in the current hire charges will be quoted on an individual basis.

Invoices will be sent out following the completion of the hiring agreement. All hire charges must be paid within two weeks of the invoice. Invoices for regular/long term lettings will be invoiced prior to the start of each term/at the end of the previous term.

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St Michael and All Angel's Church, Shelf will not be charged for the hire of the premises up to a maximum of four lettings per year as part of an historical arrangement relating to the school kitchen.

Apart from the arrangement with St Michael and All Angel's Church, Shelf referred to in the previous paragraph there will be no free lettings. At the discretion of the Head Teacher, hire charges may be waived/reduced if reciprocal services are provided to the school.

Additional charges will be payable for the use of special equipment, additional electricity or additional seating. In the event of charges not being paid in accordance with these conditions all future booked periods of hire may be cancelled by the school without prior notice to the hirer.

The hired premises shall not be used for a longer period than the booked period of hire. A charge at such rate as the school considers proper will be made if the premises have not been vacated by the end of the period of hire.

Responsibilities of the hirer

The hirer shall not sub-let the hired premises or any part thereof. Should he do so the hiring will stand cancelled and the charges paid forfeited and the hirer and sub-hirer excluded from the hired premises.

Use of the School premises or the relevant part thereof and entry thereto is limited to the purposes and times stated on the application form and no sub-letting is permitted.

Courtesy and behaviour in keeping with the ethos of the school is expected at all times, especially to neighbouring residents e.g. parking, noise.

Refusal to let and cancellation

In the event of the hirer cancelling or failing to take up any booked period of hire the charges in respect thereof shall remain due but if the hiring is re-let the school may at its discretion return a percentage of the hire charge to the hirer.

The school reserves the right to refuse any application or to cancel any hiring for any reason whatsoever. All monies paid in respect in such hiring, or a percentage thereof, may be repaid to the hirer at the discretion of the school, provided that these conditions have been complied with by the hirer and the hirer has not committed any act which would have caused this application to be refused. The school shall not be liable for any other expenditure incurred or loss sustained whether directly or

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indirectly by the hirer arising from the cancellation. Notwithstanding the foregoing the school will use its best endeavours to ensure that reasonable notification of the cancellation is given to the hirer.

Insurance, licenses and damage etc.

The School shall not be responsible for any loss or damage to any property arising out of the hiring nor for any loss, damage or injury which may be suffered by or be done or happen to any person resorting to the School premises during or in relation to the hiring arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure of supply of electricity or gas, leakage of water, fire, government restriction, requirement of the Local Education Authority or act of God which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled and the Hirer shall indemnify the School against any claim which may arise out of the hiring or which may be made by any person resorting to the School premises during or in relation to the hiring in respect of any such loss, damage or injury.

The Hirer is responsible for and shall indemnify the School against all damage to the School premises and to any property on the School premises occurring during or in relation to the hiring or while persons are entering or leaving the School premises pursuant to the hire, however and by whomsoever caused.

The hirer shall, where appropriate, apply for any necessary licences and shall state in his application the nature of those licences for which he intends to apply. The hirer shall comply with all conditions attached to any necessary licences.

Any damage caused to the hired premises or any part thereof (including fixtures, fittings etc) which occurs during or as a result of the hiring and not arising as a result of any act or neglect on the part of the school, will be made good at the expense of the hirer. Any such damage must be reported immediately to the school. Failure to report damage will result in future hiring's being cancelled without notice. The hirer shall further be responsible for any loss of revenue caused directly or indirectly by such damage. The hirer shall make good at his own expense any damage caused by the delivery or collection of items in connection with the hiring by any third party.

In all circumstances the school requires the hirer to take out appropriate third party insurance to cover the liability of the hirer in respect of personal injury or death or damage to property arising out of or in the course of or caused by the hiring. The school will require the hirer to submit to the school a copy of the policy document.

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Failure to comply with any of the requirements of this clause may result in the termination of the hiring.

Note: The school carries third party insurance in respect of claims arising due to its own negligence and that insurance extends to cover certain other groups (e.g. certain Parent Teacher Associations). The school does not carry third party insurance to cover any other groups in respect of third party claims.

The hirer will indemnify the school against any liability, loss, claims or proceedings arising from the hiring provided always that the same are due to any negligence or default of the hirer or any person brought or allowed onto the hired premises by the hirer.

In all circumstances the school requires the hirer to take out employer's liability insurance, as required by law, to cover the liability of the hirer in respect of personal injury or death or damage to employees arising out of or in the course of or caused by the hiring. The school will require the hirer to submit to the school a copy of the policy document. Failure to comply with any of the requirements of this clause may result in the termination of the hiring.

Activities

The School (by themselves or the Agent) may put a stop to any entertainment or meeting which in their opinion is not properly conducted or which may infringe any of the provisions hereof.

The hirer shall ensure that all persons using the hired premises including the hirer shall observe and be bound by all relevant Rules, Regulations and Bye-Laws. The hirer shall be liable to the School for any breach thereof as if such breach had been committed by the hirer.

The hirer shall provide sufficient stewards and attendants as may in the opinion of the school be necessary to maintain good order during the booked period of hire and shall expel any person acting in a disorderly manner or disobeying an instruction of the school.

The hirer shall not use the hired premises for any purpose other than the purpose for which it was hired.

The Hirer shall ensure that good order is kept in the premises.

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No bolts, nails, screws, bits, pins, spikes or other objects shall be driven into the fabric or furnishings of the School premises. No articles may be fixed thereto and there shall be no structural alternations to any stage in the School Hall.

The Hirer shall at the expiration of the hiring leave the School premises in a clean and orderly state as deemed by the school.

The Hirer shall ensure that all property brought into the premises for the purposes of the hiring is removed before the expiration of the hiring. The School shall not be responsible for any property left behind and reserve the right to charge extra while it is in the premises.

No slogans, advertisements, flags, emblems or decorations shall be displayed outside the School premises whether affixed to the same or free standing.

Any lights or other electrical apparatus which shall be connected to the electrical installation in the premises shall be properly insulated and fused and electrical plugs and sockets shall not be overloaded and must be PAT tested.

Playgrounds must not be used for car parking, except by prior agreement in designated hard standing areas.

All the conditions attached to any music and dancing licence and any theatre licence for the School premises shall be observed. A copy of each such licence held may be seen on application to the Agent and the Hirer shall be deemed to have had notice of all such conditions.

All legal requirements regarding the sale and consumption of alcoholic liquor, the performing of plays and the exhibition of cinematograph films shall be observed and there shall be no infringement of any copyright subsisting under the Copyright Act 1956.

The school will not hire to political parties during or prior to an election campaign.

The School or the Agent shall be entitled to require proof that the provisions of this clause have been complied with 48 hours before the hiring. All legal requirements of Gaming and Lotteries legislation shall similarly be observed without infringement.

If the hiring includes use of the School kitchen, the Hirer shall comply with such conditions as the School or the Agent may prescribe at the time of the hiring.

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The Hirer shall make such provision for such Insurance cover as the School or their Agent may require, and shall pay all premiums due there under, and produce the policy or policies of insurance 48 hours before the time of the hiring.

Hiring out agreement

Prior to any hiring out of the premises a Hiring Agreement will be completed and signed by the named representative of the hirer.

The Head Teacher/Site Manager will take all reasonable steps to ensure the hirer is aware of:

- (a) the Policy for Health & Safety;
- (b) area of school available;
- (c) location of the fire alarms, exits and equipment;
- (d) the need to carry a mobile phone for use in an emergency;
- (e) access to toilets;
- (f) first aid equipment;
- (g) security arrangements;
- (h) licence arrangements;
- (i) maximum persons permitted within the premises;
- (j) arrangements for checking and securing the premises on opening and closing.

If it is felt necessary, the Head Teacher/Site Manager may arrange a meeting with the hirers.

All applications for hire of facilities must be made on the attached application form at least 28 days before the proposed period of hire. Applications should be submitted to the School Business Manager for consideration.

Health and Safety

Health and Safety must always be considered when carrying out any activities. If there is a conflict between a policy, procedure, or scheme of work and a Health and Safety consideration, the latter will always take precedence.

Not more than the number of persons stated in the application form shall be allowed in the School premises at any one time, the hirer should also adhere to all school risk assessments/capacity numbers for the overall school and individual areas/activities

Where premises are hired for an activity involving persons under the age of 18, it is the hirer's responsibility to ensure that all adults involved are suitable to work with persons under 18 years and have been subject to the appropriate checks either by

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the hirer himself or through an association or parent organisation of which he is a member to ensure that suitability.

In accordance with school policy sole supervision of a group of children is not permitted. It is the hirer's responsibility to ensure that there is an appropriate adult to child ratio.

If the activity of the letting involves children school will require sight in advance of the appropriate DBS checks.

The school is required to ensure that the user is insured for third party liability before the letting takes place.

All scenery and costumes used for stage performances and the like must be fireproofed.

Seating must not added to and all doors, entrances, corridors and exits must be kept clear and ready for use in an emergency. Any seating that is rearranged must be returned to it' previous arrangement at the end of the hiring and must not compromise health and safety.

It shall be the responsibility of the hirer to inform the users as to the locality of the emergency exits and procedures in case of fire or other emergency. The hirer shall be responsible for the efficient supervision of the hired premises including the effective control of children, the orderly and safe admission and departure of persons to and from the hired premises and the orderly and safe clearance of the hired premises in the case of emergency, following school procedures. The hirer shall also be responsible for the safety of the hired premises and the preservation of good order and decency therein.

Hire of school hall (for gym/other sporting activity)

Any persons using any apparatus or equipment other than mats, or benches, must be supervised by a person whose qualifications have been approved by school. Where mats or benches are being used for gymnastics purposes supervision must be by a person whose qualifications have been approved.

A failure to provide adequate supervision or ensure that the supervisor's qualifications have been approved may result in the booking being cancelled without notice. A certificate of proficiency in the use of gymnasia is not required if only mats or benches are to be used.

Studded or spiked shoes/boots must not be worn indoors.

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Where small side football games are played, they should be played with a proper indoor football, or with a plastic football which is inflated to only three-quarters of the normal pressure. In play, the ball must be kept below waist level.

All other ball games should be played with a soft ball.

Notification of accidents and dangerous occurrences

It is the responsibility of the hirer to ensure that any accident, incident or dangerous occurrence which occurs during the period of hire is reported promptly to the school (whether or not anybody is injured). Failure to comply with the foregoing may result in the Agreement for hire being cancelled without notice. A comprehensive list of what comprises a dangerous occurrence is included within the incident reporting document attached.

Damage or loss

Under no circumstances will the school make good or accept responsibility or liability in respect of any damage or theft or loss of any property, goods articles or things whatsoever placed, deposited, brought into or left upon the hired premises by the hirer or any other person unless arising through the negligence or default of the school

The school shall not be liable for any loss due to any failure of electricity supply or any occurrence beyond the school's control which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled.

Breach of conditions

If any booked period of hire is cancelled or terminated by the school as a result of the breach of any of these conditions or any relevant Rule, Regulation or Bye-Law relating to the hired premises, the hirer shall remain liable for the charges due for the booked period of hire but without prejudice to any claim which the school may have against the hirer arising out of such breach. The decision of the school as to whether any act or omission is a breach of these conditions shall be final.

In the event of any breach of these conditions the user may be required by the school to vacate the hired premises and will forfeit the hire charge paid by him but without prejudice to any claim which the school may have against him by virtue of these conditions or any other legal process.

Alteration to rules and conditions

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The school reserves the right to alter or amend the whole or any part of these conditions at any time and without prior notice.

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Appendix A

Charges Effective From April 5th 2018

All charges are for 1 hour, include an initial booking fee and cost of site manager. All charges are for one area of school plus one other area e.g. the hall and kitchen. Other packages can be quoted upon request.

Commercial businesses	
One main area plus another area	£28.50
Charity/community groups	
One main area plus another area	£16.00
All bookings	
Booking amendments	£5.50
Field/playground (per hour)	£10.00

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Appendix B - Lettings Booking Form

ST MICHAEL & ALL ANGELS C. E. (FOUNDATION) PRIMARY AND PRE-SCHOOL Letting



1 I

of

hereby apply for the hire of the following parts of the premises of the above mentioned School.

.....

.....

from am/pm on

until am/pm on

for the purpose of

.....

.....

2 I agree to pay for such hire the following sums, namely: - £

Hire charge
Heat and light
Charge for caretaker
Charge for school meals staff

3 Not more than 200 persons shall be allowed on the premises during the hiring.

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4 I agree to observe and perform the Hiring Conditions relating to the hall whether I have in fact seen the same or not prior to signing this application. I understand that I may see a copy on application of the aforesaid and that a copy will be available in the premises at the time of hiring.

5 This hiring is on behalf of whose authority I have to bind them by signing this application on their behalf.

Signed Print

Dated

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