



## Use of School Premises and Facilities, including Lettings

Required Review Frequency	FGB to determine – every 1 year
Next Review Due:	September 2023
Committee Responsible:	Finance & Staffing Committee
Document Location	School

Version	Approved By	Date of Approval	Key Changes
2.0	Finance & Staffing Committee	22/04/2020	Review completed; no changes made.
2.1	F & S	23/11/2021	Change HT to EHT, no other changes
3.0	F&S	09/11/2022	Diocese ownership clarification added Lettings T&Cs added as an appendix, pricing structure amended in T&Cs

The Governing Body:

1. Recognises its duty to have regard to the desirability of school premises being available to the wider community.
2. Wishes to make use of the powers for Governing Bodies to encourage community use, to develop its facilities and generate income.
3. Recognises the overriding requirement that school premises exist to meet the needs of the school and the national curriculum.
4. Notes that the ownership of the land and buildings rests with the Local Authority and The Diocese of Bristol and that its powers are limited to letting out of the school or parts (and that it cannot grant leases).

5. Acknowledges the various statutory requirements regarding the use of school premises, (e.g., parliamentary, and local elections, parish meetings, and related matters) and will always seek to accommodate these.
6. Shall ensure consistency in its approach to users of its premises and adopt terms and conditions of use (Appendix A) which protect the school, the Governing Body, the Local Authority and The Diocese.
7. Will put in place administrative arrangements which allow for speedy and effective decision making (including delegating power to the Executive Headteacher, subject to compliance with school policy and the approved terms and conditions of use.
8. Will adopt a charging regime which shall, at the least, recover all costs incurred in making premises available. Concessions will be agreed by the Governing Body.
9. Recognises the special protections for school playing fields.
10. Shall have due regard to any advice, guidance or directions issued by the Local Authority and The Diocese.
11. Will consider transfer of control agreements with appropriate partners and subject to the advice and approval of the Local Authority.
12. Let the premises only to those organisations or individuals whose aim is in line with a church school ethos and who either have an Equalities Policy or are signed up to the school's policy.
13. Recognises the need for any product containing nuts or nut extract to be prohibited from the premises as these can be life threatening for some pupils.
14. All lettings will be in accordance with the prevailing Use of Premises/Facilities (Lettings): Terms and Conditions (Appendix A) and will accord with the prevailing Administrative Procedures
15. All prospective hirers must complete an application form and submit the same in accordance with the Administrative Procedures referred to above

The equalities impact in relation to this policy has been assessed.

## Appendix A – Lettings Terms & Conditions

### USE OF SCHOOL PREMISES / FACILITIES (LETTINGS): TERMS AND CONDITIONS

#### PRIMACY OF SCHOOL USE

- 1 Use by the School and for statutory purposes will always take priority over other uses.

#### GENERAL

- 2 Where the Hirer is an organisation, the organisation and its members shall be jointly and severally liable.
- 3 It shall be the responsibility of the Hirer to ensure that the conditions of the licence are adhered to by all persons making use of the Premises under the terms of the Licence.
- 4 Access is strictly restricted to the specified Premises. The Hirer shall not use or permit the use of the Premises for any purposes or activity, other than that specified in the application, nor by any other person, and strictly in accordance with these conditions.
- 5 There shall be no variation to these conditions without prior agreement in writing of the Governing Body.
- 6 The Hirer shall not use or permit the use of the Premises for any purposes or activity, other than that specified in the application, nor by any other person.

#### CHARGES (& VARIATIONS)

- 7 Main School Hall (toilet facilities – 1 unisex toilet, with disabled access)

Days of the week	Hours	Cost
Monday – Friday <sup>1</sup>	Between 8.00 a.m. and 6.00 p.m.	£20.00 first hour + £10.00 every other hour
Monday – Friday	After 6.00 p.m.	£30.00 first hour + £10.00 every other hour
Saturday/Sunday	Between 8.00 a.m. and 6.00 p.m.	£30.00 first hour + £10.00 every other hour
Saturday/Sunday	After 6.00 p.m.	£35.00 first hour + £10.00 every other hour

- 8 Charges for occasional users are to be paid in advance on the date specified by the School Business Manager. Regular users, over periods exceeding three months, shall pay an initial fee and thereafter within 7 days of receipt of an invoice from the school.

#### CARE OF PREMISES

- 9 The Hirer shall ensure that there is at least one responsible adult present and able to supervise at all times during the letting.
- 10 The Hirer is required to leave the Premises (including passageways, stairs and exits) and the school in a clean and orderly state free from rubbish or obstruction and shall clear away and remove any rubbish from the school and leave the school in the condition in which it was found.
- 11 The Hirer shall ensure that no persons using the Premises to use shoes with stiletto heels or other footwear which maybe damaging to the floors.
- 12 The disposal of refuse bags containing function waste shall be the responsibility of the Hirer.
- 13 No bolts, nails, tacks, pins, or other similar objects shall be driven into any part of the Premises, nor any adhesive fasteners used.
- 14 There shall be no smoking.
- 15 If the letting includes use of toilets they should be left in a clean condition and flushed.
- 16 All passageways, stairs and exits shall be kept free from obstruction.

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<sup>1</sup> School holiday periods only

- 17 The Hirer will be responsible for reimbursing the school for any additional costs incurred in cleaning the premises or clearing the grounds after a letting.
- 18 No desks, fixed furniture or equipment that may be in the accommodation hired shall be used or interfered with, without the prior approval of the School Business Manager. Standing on seats, furniture, windowsills, etc is not permitted. Fittings, fixtures, or decorations of any kind shall not be permitted, other than purely temporary arrangements, which require no permanent fixings, nor which would damage or disfigure any part of the Premises. No alterations shall be made to premises.
- 19 Chalk, resin or polishing materials may not be used on floors.
- 20 No notice, poster, placards or similar shall be permitted on the walls of the hall.

### **DAMAGE TO THE PREMISES**

- 21 The Hirer shall repay to the school any additional costs, whether for staff or premises, resulting from the misuse and/or damage of the premises and/or grounds. Such costs shall be determined by the Governing Body (acting reasonably) and shall be paid within seven days of a written demand.
- 22 Any damage shall be reported immediately to the School Business Manager.

### **EQUIPMENT AND ACCOMMODATION**

- 23 No electrical apparatus shall be brought on to the Premises without having undergone PAT Testing
- 24 The electrical and mechanical installations of the Premises are not to be supplemented or altered, nor any specialist equipment (such as public address systems) to be installed by the Hirer, except with the express approval of the Governing Body.
- 25 Any furniture provided by the Hirer must be removed immediately after the end of the letting (unless otherwise agreed).

### **CONDITION OF PREMISES**

- 26 The Governing Body gives no guarantee as to the fitness, suitability or condition of the Premises or grounds. Every effort is however made to ensure that they are in a reasonable state. It is the responsibility of the hirer to check that the Premises are suitable for his needs.

### **INSURANCE**

- 27 It is the responsibility of the Hirer, prior to the letting to effect whatever insurance are appropriate to cover his liabilities. Insurance effected by the Governing Body or Local Authority does not extend to a Hirer's liabilities. At the least the Hirers shall take out third party and public liability insurance with a reputable Insurance Company in a sum not less than £5m Public Liability and shall if so, required produce details of such insurance for inspection by the Governing Body.

### **STATUTORY REQUIREMENTS**

- 28 The Hirer shall comply with the statutory or regulatory requirements associated with its activities at the Premises, in particular concerning consumption of intoxicating liquor, music singing and dancing licences, theatre licences and copyright. The Hirer shall be fully responsible for obtaining any licences or any other permissions required, always providing that no licence application shall be made without the prior approval of the Governing Body.

### **HEALTH AND SAFETY**

- 29 The Hirer is responsible for the health and safety of all persons using the Premises under the Licence and must make himself fully aware of the fire precautions and procedures in existence.
- 30 The Hirer shall comply with Section 12 of the Children and Young Person's Act 1933. In summary this requires that where any play or entertainment is provided at which the

majority of the persons attending are children, then if the number exceeds 100, it shall be the duty of the Hirer to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building or any part of it than can be safely accommodated there and to control the movement of the children and other persons admitted while entering and leaving the building and to take all other reasonable precautions for the safety of the children.

- 31 The number of persons using the Premises shall not exceed the number notified to the School Business Manager (in the Application or otherwise).
- 32 The school does not provide first aid medical facilities for Hirers, nor does it guarantee access to the telephone system for calling assistance during lettings. Hirers should make their own arrangements.

#### **CANCELLATION / NON-AVAILABILITY**

- 33 Failure by the Hirer to comply with any or all of the foregoing conditions where applicable whether intentionally or not may be deemed by the school to be just cause for the immediate cancellation of any letting or series of lettings.
- 34 Where the Premises or any facilities hired (or part thereof) are not available to the Hirer, the Governing Body will consider refunding the charge, or a proportion thereof.
- 35 The Governing Body reserves the right to cancel a letting at any time when the facility is required by the school, or for other statutory users. It shall give as much notice as possible and shall refund the charge in respect of the cancellation or offer alternative accommodation or dates. No other compensation shall be paid.
- 36 The Governing Body reserves the right to refuse or cancel any hiring where it believes that the activity or use, or the identity of the hirer, is inappropriate or inconsistent with the use of school premises.

#### **RESTRICTIONS ON USE / ACTIVITIES**

- 37 All applications for religious or political groups, or any group the purpose of which the Headteacher considers has the potential to cause offence to the community or part of the community shall be referred to the Governing Body, or relevant committee for consideration for approval.
- 38 The Hirer is specifically forbidden to use or allow the use of the hired premises or grounds for any illegal or immoral purpose.
- 39 No commercial use (including the sale or display of goods or services or for any public entertainment).
- 40 Sporting activities will not take place inside the Premises area (unless specified in the Authorised Activity/Use) without the prior written approval of the School Business Manager.
- 41 No alcoholic drinks shall be brought on to the Premises save where an appropriate licence has been obtained and the specific permission of the Governing Body has been received.
- 42 The Hirer shall not permit any animal to enter or remain in the premises unless agreed beforehand. (Agreement will not be unreasonably withheld for guide dogs for persons with visual or hearing impairments.)
- 43 The Hirer shall take all reasonable steps to ensure that no noise or other nuisance is created which would affect others using other parts of the Premises or the owners and occupiers of neighbouring or adjoining properties.

#### **VEHICLES AND PARKING**

- 44 No motor vehicles shall be permitted entry on to the school site without the prior written consent of the School Business Manager and any vehicle entering with consent shall not be parked in a manner causing obstruction to the movement, entry, or egress of other vehicles.

- 45 Where car parking is permitted, the Hirer is responsible for ensuring that adequate stewarding is provided and that vehicles are parked in a responsible manner and according to any directions given by the School Business Manager

#### **LOST PROPERTY**

- 46 The School does not accept any responsibility for any articles of property left by the Hirer, his guests, agents, or any member of the public at the school during the period of the hire.

#### **INDEMNITY**

- 47 The Hirer will hold harmless and indemnify the School and the Governing Body in respect of any loss, liability claim or proceedings whatsoever arising under Statute or Common Law for death or personal injury to any persons whomsoever or damage to property or breach of copyright arising out of or in the course of by reason of the hiring except to the extent that such liability loss or damage results from the negligence of the School or the Governing Body or its servants or agents.

#### **SECURITY (ADDITIONAL CHARGE)**

- 48 If, due to the nature of the activity/use, the Governing Body considers it necessary to make special arrangements for the security of the school or the Premises, the cost associated with this shall be met by the Hirer.
- 49 In the event of triggering of alarm system the hirer shall immediately contact the school caretaker.

#### **PROMOTIONAL LITERATURE / PUBLICITY**

- 50 Any promotional material or publicity referring to the school shall be approved in advance by the Governing Body

#### **ACCESS AND KEY COLLECTION**

- 51 The School employs their own key holder (caretaker) who will unlock and lock the premises if given sufficient notice within the terms and conditions of their contract of employment or beyond that if they are prepared to extend their goodwill as necessary.
- 52 Where required, the Hirer shall liaise with the school caretaker regarding practical arrangements associated with the hiring.

#### **TERMS AND CONDITIONS RELATING TO SPECIFIC FACILITIES / ACTIVITIES**

##### **FILM OR THEATRICAL PERFORMANCES**

- 53 The School licence does not apply to the performance of dramatic or musical works if performed in their entirety. For the performance of such works the hirer must obtain the permission of the owner of the copyright. The school licence does not cover the copyright that subsists in actual records, cassette tapes or compact discs, as distinct from the recorded material itself. It is the responsibility of the Hirer to obtain a licence if it is intended to play recorded material.
- 54 The School premises are not licensed for public entertainment. If appropriate, an Occasional Licence must be applied for from the Licensing Authority.
- 55 No copyright work shall be performed without the permission of the owner of the copyright and the payment of any appropriate fees, and the Hirer shall indemnify the Governing Body against any penalty or sanction for any infringement of copyright which may have occurred during the licence period.
- 56 No film or video shall be shown in the hired area without the prior consent of the Governing Body who may require the Hirer to give a preview of the film to such persons as directed.

## **PLAYING FIELDS**

- 57 The school does not give any guarantee as to the standard of any pitch or field nor to the maintenance or improvement of this standard during the season. The Hirer shall be aware of the state of any pitch or field upon submitting his application and such application will be deemed to be for the particular pitch or field as seen.
- 58 The school shall determine whether any pitch or field is fit for use at any time and their decision shall be final.

## **CATERING FACILITIES**

- 59 Application may be made for use of the school catering facilities, when additional charges will be made. Where the accommodation hired includes school catering facilities, the following special conditions must be observed:
- (a) use must be agreed with the Catering Services Manager.
  - (b) a member of the catering staff must be present while the catering facilities are being used and the requirements of that member of staff must be obeyed.
  - (c) there must be no smoking in any kitchen or by any person handling food or catering equipment'.
  - (d) school tea cloths must not be used.
  - (e) the kitchen and all equipment must be left as clean as it is found, and all rubbish removed
  - (f) school crockery and cutlery must not be used except by special permission of the Catering Services Manager.
  - (g) tables must be covered before use and washed after use.
  - (h) all breakages/faults etc must be reported and paid for.
  - (i) any other condition imposed by the Catering Services Manager.
- 60 Kitchens and catering equipment shall not otherwise be used unless approved by the Catering Services Manager.