



Elvetham Heath Primary School

LETTINGS POLICY

Conditions of hire of school facilities

1. Definition of Letting

A letting may be defined as “any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of ‘Weight Watchers’)”. A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils. Use of the premises for activities such as staff meetings, parents’ meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school’s delegated budget.

2. Acceptance of conditions

The hiring of accommodation is permitted only on the condition outlined in the following regulations. Acceptance of the hire agreement is deemed to be acceptance of these conditions.

3. Compliance with conditions

The hirer (the person or body to whom the hire is granted) shall be responsible for compliance with these conditions.

4. Applications

Applications for the hire of 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. School Halls

Only suitable footwear should be worn in the halls. No school games equipment may be used without permission and gymnastic equipment can only be used when an adult with recognised qualifications for the proposed activity is personally supervising at all times. For safety reasons, this condition also applies to other indoor activities with young people. For further guidance the hirer should request and consult the regulations described in the H.C.C. document “Safety in Physical Education “available at the school.

6. All weather pitch

No hire is allowed for the all-weather pitch, unless specifically mentioned in the hire paperwork. If hire has been arranged, then specific instructions as to the use of this pitch will be made part of the hire contract.

7. School Equipment

No use may be made of apparatus such as stage fittings, pianos, IT equipment etc., without specific permission.

8. Fabric and Fittings

The fabric and fittings (including IT and 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 wearing stiletto heels is prohibited. The hirer shall, at the end of the hire period, leave the accommodation in a reasonable tidy condition, all equipment being returned to the correct place of storage. No nails or screws shall be driven into the walls, floors, ceilings, furniture or fittings, and no placards shall be affixed to any part of the premises. The School's furniture (other than chairs in the hired accommodation) and equipment shall not be moved except by prior arrangement. Official exit ways must be kept clear at all times. Any alteration or addition to the School's lighting or electrical heating systems is strictly forbidden, except with the written consent of the Head Teacher. Consent may be subject to conditions, which the Hirer will be required to observe. The Hirer shall, at the end of the hire period, leave the accommodation in a reasonable tidy condition, all equipment being returned to the correct place of storage. Any damage must be reported at the earliest opportunity.

9. Storage

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

10. Hired facilities

Hirers are required to ensure all facilities are left in good order; this includes floors and surfaces being left as found as well as any toilet facilities used.

11. Hirer's Property

Furniture and apparatus required may be brought on to the premises only if it is safe for use and 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. Hirer must inform the school if they intend to bring in any electrical equipment and this must be covered by a current PAT test.

12. Refusal of Hire

The governors may refuse an application to hire the premises if:

- (a) the premises are required by the school;
- (b) there has been any damage to the property, or breach of these conditions during previous use of the premises by the hirer;
- (c) 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

Apart from exceptional circumstances, the governors will give at least 4 weeks' notice to the hirer should it become necessary to cancel or postpone a letting.

14. Cancellation by the Hirer

The hirer must give at least 4 weeks' notice of cancellation to the Headteacher, acting for the governors. If any shorter period of notice is given, the governors reserve the right to pass on to the hirer any costs unavoidably incurred.

15. Payment Charges

- No charge will be made in respect of the hire of school premises for the use of after-school staff led activities.
- Charges will be made, at the discretion of the Headteacher, for all other after-school activities and for the use of the premises during holiday times and evenings.
- All lettings fees which are received by the school will be paid into the HCC's bank account coded to the school's budget, in order to offset the costs of services, staffing etc. (which are funded from the school's delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved.

16. Value Added Tax

The governors are constrained by law to apply value added tax to all transactions where this is appropriate.

17. Statutory Requirements

The hirer must strictly fulfil all statutory requirements, including those relating to health and safety and public entertainment. Hirers must report all incidents relating to unsafe premises or equipment to school staff, who will appropriately report and investigate each incident. Film, music, dancing (including disco) and stage events must be considered to be public entertainment unless entrance is restricted to those who are bona fide members of the organisation hiring the accommodation. For all public entertainment, it is the hirer's responsibility to inform the local Council's Licensing Officer and obtain the appropriate licence. This applies if tickets are sold at the door or advertised to the public, but also if tickets are offered to friends and neighbours or even if admission is free and open to all.

No musical works in the repertoire of the Performing Rights Society may be performed in public on the premises unless the hirer has obtained the permission of the Society. No copyright material may be delivered or performed unless the hirer has obtained the consent of the owners of the copyright.

18. Attendance and Behaviour

The hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approved.

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. The hirer shall be liable for damage caused by unruly or inappropriate behaviour.

It is the hirer's responsibility to ensure that all those attending are made aware of their responsibilities, and the County Council and hirer's insurance arrangements.

19. Alcohol

In no circumstances shall alcoholic drink be available at any function without prior written consent of the Headteacher. Permission will be granted only in exceptional circumstances. Applications must be made in writing at the time the hirer applies for the use of the premises. If permission is granted for alcoholic drink to be sold it will be the responsibility of the hirer to ensure that an appropriate licence is obtained from the local authority and produce the licence 14 days prior to the event.

20. Emergency Evacuation Procedures

Hirers shall familiarise themselves with the fire precautions in force on the premises and with the means of evacuation in the event of a fire, bomb warning or any other threat to safety. The Hirer is responsible for ensuring that persons attending are made aware of the evacuation procedures. Fire and other exits must be kept clear at all times.

21. Smoking

Smoking (this includes the use of e-cigarettes) is not permitted in the school building or grounds.

22. Duty Manager

The senior person on duty (referred to as Duty Manager) is instructed by the governors to ensure that the conditions of hire are fully complied with. All reasonable instructions given by the duty manager must therefore be followed.

23. Right of access

The governing body and its agents reserve the right of access to the premises during the letting.

24. Gambling

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

25. First Aid

The Hirer shall be responsible for ensuring that they provide adequate first aid equipment and trained first aiders as appropriate.

26. Right to suspend or withdraw

The Head Teacher or his/her representative reserves the right to suspend or withdraw use of the School by an individual group with immediate effect on the following grounds

- causing intentional damage to the School, its equipment or any personal belongings of other users
- violent, threatening or abusive behaviour to a member of staff or other users
- theft of any property belonging to the School or other users
- disruptive behaviour which is interfering with the activities of others
- behaviour which puts at risk the health, safety or well-being of others
- non-compliance with or breach of licensing laws
- behaviour which is deemed to be offensive and/or results in complaints from users
- refusal to follow reasonable directions from the caretaker or other members of the school's staff
- non-payment of invoices
- any other behaviour which is considered inappropriate to the smooth and efficient operation of the school, or against the interests of all users

Following the suspension, the user will be given reasons in writing and will be offered the opportunity to appeal to the Governing Body of the School, whose decision will be final

27. Insurance

HCC provides insurance for individual hirers, which is valid on completion of a HEF 5. A copy of the insurance is provided at the time of hire agreement. The Friends and other organisations are required to provide adequate insurance.

[Ratified by FGB: July 2018](#)

[Next due for review: July 2021](#)