



Poulner Junior School

Lettings Policy

Written by: Mrs Jo Walker (Head Teacher)

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Version	Reviewed	Ratified	Description of main changes	Signature
1.0	13/6/18	13/6/18		
1.1	24/9/2020	22/10/2020	Updated to reflect Covid, amendments to areas and key collection and updated maps	JW

Next Review Date: Spring Term 2b (2020-2023)

Review Frequency: every 3 years

Other Documents referred to: Child Protection Policy

Poulner Junior School

LETTINGS POLICY

The primary purpose of the School site and buildings is for the education of pupils attending Poulner Junior School. Public lettings in the main school building during the School day are not considered appropriate, as groups of visitors on the site are potentially disruptive to the educational environment particularly given the vulnerability of some pupils. However if deemed safe and appropriate then the community building on site can be let during the day.

It is recognised that the School operates within the wider community. Its facilities should, therefore, be made available to local groups when this does not conflict with either the interests of its pupils or the work of its staff.

It is the Governors' policy that whenever it is reasonable and practical, use of the School's physical resources outside the school day be permitted by members of the local community. Lettings to local groups will be dependent upon payment of a fee and acceptance of the terms and conditions set out in the Booking Application Form (see appendix One). The fees for a letting will be set at a level to ensure that income taken covers the costs (lighting, heating, staffing, cleaning etc.) of the activity. Any profit generated by such lettings shall be solely used to benefit the school community.

The Poulner Junior School Association will normally be exempted from any charge in respect of fund raising activities or social events benefiting pupils and/or their families.

All lettings are subject to authorisation by the Headteacher on behalf of the School Governors.

Application for the hire of facilities at Poulner Junior School

The application should be sent to the School and should normally be made at least 14 days before hiring is required. With Covid regulations and guidance in place then this will need to be 28 days in advance.

Name and address of applicant _____

Postcode _____

Telephone Number _____

Name of organisation and position within organisation (if applicable)

Facilities Required

School Hall Yes/No

Community Hall Yes/No

Kitchen* Yes/No

Playground Yes/No

Field Yes/No

**A deposit of £100 may be required for the hire of the kitchen payable at least 10 days prior to date of letting.*

Purpose of hire _____

Do you wish to provide bar facilities? Yes/No

Apart from organisers, is the proposed hire exclusively for:

Young persons under 18 or members of a registered youth group Yes/No

Older persons group or adults with disabilities Yes/No

Dates Required from _____ To _____

Time from _____ To _____

Declaration

- I have read and accept the school's conditions of hire, and agree to abide by these and any special conditions communicated to me.
- I agree to indemnify the County Council against any accidents or damage to County Council property or injury to persons which may be incurred as a result of the hiring unless caused by the negligence or breach of statutory duty of the County Council. I understand that the County Council have take out a policy of insurance, brief details of which have been supplied to me, which provides an indemnity for my legal liability for accidents, damage and injury
- I enclose a copy or copies of appropriate qualifications held by the person(s) running the activities (where appropriate) in support of this application
- Where applicable* I enclose an original enhanced DBS which must be current. (It is the responsibility of the hirer to ensure that all its personnel are DBS checked)
- I agree to ensure that any agreement to use school premises includes a commitment to work within the school's child protection policies and procedures. (If commercial letting a copy of their child protection policy needs to be seen by the school)
- I accept that an additional charge may be made in respect of damage caused to the building or school property through negligence or wilful intent.
- I understand that there will be a minimum charge unless there is a concurrent hirer
- I agree to the payment conditions
- I am over 18

Signed _____

Date _____

Name in full _____

This section will be returned to you as confirmation or otherwise of the letting. It is **not** an invoice.

Name _____

Address _____

Approval is **given/not given*** to your application to hire the _____

At Poulner Junior School on _____

The charge will be £ _____ starting at _____ hours and finishing at _____ hours, unless the minimum charge applies or the period of letting is exceeded. An invoice for the actual charge will be issued **after** the hire.

Children's parties and events/clubs where children are accompanied by parents, DBS forms are not required.

Conditions of hire for issuing to the hirer

Poulner Junior School

1. In these conditions:
'School' means the school identified at the head of this document. 'County Council' means Hampshire County Council.
2. *Acceptance of conditions*
The hiring of accommodation/facilities/premises is permitted only on the conditions 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 14 days in advance, 28 days in advance with Covid regulations in place. 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. The Hirer shall satisfy himself that the facilities to be hired are suitable for his purposes.
6. The use of the premises must not interfere with the proper working of the School or impair its efficiency. In particular the Hirer acknowledges that it will not have exclusive use of the site.
7. *Hall*
Only suitable footwear should be worn in the community room or school hall. 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 activities with young people. For further guidance the Hirer should consult the regulations described in the HCC document 'Safety in Physical Education' available at the school.
8. *Grass sports pitches and hard court multi-use games areas*
These facilities should be used for their intended purposes only ie. participation in formal and informal play and sport.
The grass sports pitches and hard court multi-use games areas shall be hired, together with access to toilets and changing accommodation at the community building. The Hirer shall not have any access to any other parts of the School.
The grass sports pitch shall be marked out for that sport and the hard court multi-use games area may have indicative markings for sports like netball, basketball, tennis and small-sided football. No additional marks shall be made to the sports pitch or hard court areas by the hirer.

The grass sports pitches shall have a limited playing capacity. The School reserves the right to restrict use of the grass sports pitch to protect it during inclement weather; when damaged or under repair; when waterlogged; or to fit in with the School curriculum or School demands. Litter must be removed from the facility at the end of the hire session.

9. *Catering facilities*

The Hirer must agree to the contractual, hygiene and health and safety obligations set out by the School and to the payment of the deposit 10 days prior to the hire and the payment of the hire charges. This is in addition to any separate charges levied by the school for the use of any school facilities used in conjunction with the hire of the catering premises.

10. *School equipment*

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

11. *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. Only authorised persons shall use steps or ladders. 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 arrangements. 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 headteacher. 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.

12. The Hirer is responsible for the safe guarding and safe keeping of all items belonging to the Hirer, its guests/delegates or third parties engaged by it. The School accepts no responsibility for such items.

13. *Storage*

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

14. *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.

15. The Hirer shall indemnify the establishment and Hampshire County Council against all claims for damages, compensation and/or costs in respect of:

- bodily injury or illness to Third Parties, and/or
- damage to Third Party property caused by or arising out of or being incidental to the Hirer's use of the premises.

16. The Hirer shall be responsible for loss or damage to the establishment's premises and contents therein the property of Hampshire County Council.

17. The Hirer shall affect adequate insurance in respect of the liabilities and the loss or damage referred to respectively in Conditions 15 & 16 above. (See the Annexe to this section for explanatory notes on insurance).

18. *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 refuse the application.

No compensation shall be payable by the governors by reason of such a decision.

19 *Cancellation by the governors*

The School reserve the right to cancel any hiring without notice if:

- (i) The accommodation will, due to circumstances outside their control, be unavailable for the hire period or
- (ii) The Hirer has failed to disclose material information concerning the proposed hiring, or
- (iii) There are reasonable grounds to conclude that the Conditions of Hire may be breached to a material extent.

In the event of (i), all hiring fees will be refunded to the Hirer, but the School shall have no further liability to the Hirer. In the event of (ii) and (iii), any refund of hiring fees shall be at the discretion of the School.

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

The School has the right to cancel any letting permanently and will give at least four weeks' notice to the Hirer.

20 *Cancellation by the Hirer*

The Hirer must give at four 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 or to impose a cancellation charge.

21 *Payment of charges*

The Hirer shall pay the hiring fees, including any deposit, at the rates and times set out in the attached Schedule.

- 22 (i) The Hirer acknowledges that in the event that the Hirer cancels the hiring there will be a cancellation fee payable as set out in the attached Schedule and any refund of monies already paid will be at the discretion of the School.

- (ii) All hire charges must be paid within one month of the invoice being issued. This invoice will be issued at the end of each month for all the hires that have taken place in that month.
- (iii) The School reserve the right, on proper notification, to invoice the Hirer for any charges arising from excessive cleaning time incurred as a result of the Hirer failing to leave the accommodation in a reasonable condition, or for repair of the premises or equipment damaged by the Hirer, or resulting from the Hirer failing to vacate the premises by the time stipulated in the hire form.
- (iv) The Hirer shall, if so demanded, pay at the time of booking a refundable deposit to be held by the governors against costs unavoidably incurred as the result of insufficient notice of cancellation of booking, any damage caused by the Hirer, or additional cleaning required as a result of the premises not being left in a reasonably tidy condition. The proportion of the deposit to be retained will be decided by the governors and their decision will be final. Use of school meals facilities and equipment is subject to County Council conditions and a deposit of £100 is required.

23 *Statutory requirements*

- (i) All statutory requirements, including those relating to health and safety and public entertainments, must be strictly fulfilled by the Hirer. Film, music, dancing, indoor sporting events and stage events may be considered to be regulated entertainment and, as such, are licensable activities which require authorisation from the local licensing authority. For all regulated entertainment, it is the Hirer's responsibility to inform the local Licensing Authority and obtain the appropriate licence. This applies if tickets are to be 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.
- (ii) 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 consent of the owners of the copyright has been obtained by the Hirer. The Hirer must indemnify the school and the County Council against any action for breach of copyright.

24 *Attendance and behaviour*

- (i) 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 number of persons and activities should be in line with the Government guidance of permitted activities and gatherings on Covid 19. The Hirer will ensure that any additional measures linked to Covid 19 are in place and adhered to throughout the time of the hire.
- (ii) 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 at all times provide an adequate number of supervisors for any activity and those supervisors shall be present throughout the hiring period. The Hirer shall be liable for damage caused by unruly or inappropriate behaviour.
- (iii) It is the Hirer's responsibility to ensure that all those attending are made aware of their responsibilities, and the County Council's and Hirer's insurance arrangements.

- 25 The School reserves the right to exclude individuals or companies that it considers undesirable or inappropriate. The headteacher reserves the right to require a representative to be in attendance for the preservation of good order and safety and to recover from the Hirer any additional expenses incurred as a result of this condition. If the headteacher's representative considers the behaviour of the Hirer, its guest/delegates or third party contractors to be unreasonable, then the representative may cancel and/or terminate the event with immediate effect and the School shall not be obliged to refund any part of the Hire charge.
- 26 *Alcohol*
Governors to be advised if alcohol is to be brought onto the premises. Applications must be made in writing at the time the Hirer applies 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 ensure that a Temporary Event Licence is obtained from the local Licensing Authority. The Hirer agrees to comply with all conditions and limitations attached to the Temporary Events Notice he obtains.
- 27 The School reserves the right to require sight of a Temporary Event Notice prior to the letting.
- 28 *Gambling*
The premises may not be used for games of chance, other than bingo, unless specific permission has been granted by the governors or Headteacher.
- 29 *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.
- 30 *Smoking*
No smoking is allowed on site or inside any school premises, this includes e-cigarettes.
- 31 *Site Manager*
The Site Manager is instructed by the governors to ensure that the conditions of hire are fully complied with. All reasonable instructions given by the Site Manager on duty must therefore be followed.
- 32 Use of the premises is limited to the accommodation hired and necessary facilities such as toilets. Car parking is permitted in designated areas at the premises subject to availability.
- 33 *Right of access*
The governing body and its agents reserve the right of access to the premises during the letting.
- 34 The headteacher 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 Site Manager or other members of the school's staff
- non-payment of school 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.

35 The Hirer may not assign or sub-let the hire of the School.

SAFETY INFORMATION FOR USERS OF OUR PREMISES

Before the start of your first session with us, please familiarize yourself with the location of the following:-

1. **Emergency Exits** – please ensure you know where these are located in relation to the part of the school you are using.
2. **Fire Alarms** – If the fire alarm goes off, please exit the building via the nearest emergency exit. If you discover a fire please activate the nearest fire alert button.
3. **Telephone** – In case of an emergency the telephone can be found in the main school office. To obtain an outside line dial 9 following by the required number.
4. **First Aid** – the first aid can be located in the medical room corridor as shown on the attached map of the school
5. **Keybox and Alarm code**- For some Hirers it will be needed for them to access the safe keybox and they will be shown how to activate and deactivate the alarm for the community building and changing facilities. These codes are unique for each hire.

The site manager is Mr Martyn Christopher and he can be contacted in an emergency out of school hours on 07410 980600.



