



# St Michael's CE (Controlled) Junior School

## Lettings Policy

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Agreed & Authorised (Name & designation)	Mrs Steph Tyler Headteacher	Mr Ian White Chair of Governors
Signature(s)		
Next Review Date	November 2020	
Remarks	Reviewed in January 2019 by RFH and KP and checked with available Model policies	

### **Acceptance of Conditions**

The hiring of accommodation is permitted only on the conditions outlined in the following regulations in accordance with Hampshire County Council guidelines. Acceptance of the hire agreement is deemed to be acceptance of these conditions.

### **Compliance with Conditions**

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

### **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.

### **School Hall**

Only suitable footwear should be worn in the 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 indoor 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.

### **School Equipment**

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

### **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. 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.

### **Storage**

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

### **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.

## **Refusal of Hire**

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

- The premises are required by the school.
- There has been any damage to the property, or breach of these conditions during previous use of the premises by the hirer.
- 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.

## **Cancellation by the Governors**

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

## **Cancellation by the Hirer**

The hirer must give at least 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.

## **Payment of Charges**

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 hirers that have taken place in that month.

The governors 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.

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.

## **Booking Form**

The Hirer shall complete, in full, a booking form confirming that they agree to all the terms and conditions of the hire of the premises to be hired.

The hirer (and any persons brought on to the school site for entertainment purposes) shall have their own Public Liability Insurance and provide the school with a copy of the document.

### **Statutory Requirements**

All statutory requirements, including those relating to health and safety and public entertainments, must be strictly fulfilled by the hirer. 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 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.

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.

### **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's and hirer's insurance arrangements.

### **Alcohol**

In no circumstances shall alcoholic drinks be available at any function without the prior written consent of the governors. 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 drinks to be sold it will be the responsibility of the hirer to ensure that an appropriate license is obtained from the local magistrate's court.

### **Gambling**

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

### **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.

### **Smoking**

Smoking is not allowed on the site (building or grounds).

### **Caretaker**

The caretaker is instructed by the governors to ensure that the conditions of hire are fully complied with. All reasonable instructions given by the caretaker on duty must therefore be followed.

### **Right of Access**

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

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
- 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 centre 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 whose decision will be final.