

Mason Moor Primary School

Lettings Policy



Policy for:	Lettings
Overarching Area:	School organisation
Other policy links:	Off-site visits
Governors' Ratification Date:	January 2020
Revisions and Amendments:	Reviewed to ensure compliance with DfE Guidance and the School Governance Handbook

1. **Introduction**

- 1.1 The Governing Body of Mason Moor Primary School is keen to see that the premises is used for the benefit of the whole local community. The education of children is the prime purpose of our school, however we believe education is a life long process which should be open and accessible to all. This handbook outlines the policy of our school with regard to letting. It sets out the facilities available, the charges and the responsibilities of the Governors and the users when the school premises are hired.
- 1.2 The use of our school premises at all times other than during the school day is under the control of the Governing Body of our school. (Education Act 1986, sect.42 no.2)
- 1.3 The Equality Act 2010 and section 149 which deals with the Equality Duty and General Equality Duty. Having regard to our duty under The Equality Act 2010 the Governing Body will not let the school premises to organisations whose purpose is, amongst other things, to encourage discrimination and/or disharmony of persons because of their age, disability, gender reassignment, pregnancy and maternity, race, religion and belief, sex and sexual orientation.
- 1.4 In deciding whether or not to let our premises the Governing Body will also have regard to the likelihood of any damage being caused to the premises, or neighbouring premises and any nuisance that may arise, as a result of accepting the booking.
- 1.5 In any event, the Governing Body reserves the right to require a reference from a Local Authority or other reputable hirer, before any booking is accepted.
- 1.6 We will consider letting to any group able to comply with the terms and conditions outlined in this policy. These terms and conditions are clearly stated in our Conditions of Usage and Booking procedures documents, which will be sent out with all application forms.
- 1.7 The final decision on compliance lies with the Governing Body.

2. **Conditions of Booking**

- 2.1 The use of the premises is permitted by the Governing Body on the understanding that the following rules are adhered to at all times.
- 2.2 Once you, the Hirer, have accepted a permit to use the building, you are automatically bound by all terms and conditions of usage of the premises. The Governing Body have the right to vary these terms and conditions at any time.
- 2.3 The person signing the application form, on behalf of their organisation, (then known as the Hirer) is personally responsible for ensuring that all terms and conditions of our lettings policy are adhered to.
- 2.4 The requirements of the school Governing Body on or in connection with the issue of licenses for public dancing, music or any public entertainment must be strictly

fulfilled. As those licenses lay down stringent regulations, the hirer must study the regulations of the Local Authority on the issue of licenses for such purposes. A copy of the regulations and requirements can be obtained on application to Southampton City Council.

- 2.5 If a hirer is uncertain as to the application of any of the licensing regulations, he/she should obtain further information from the Licensing Officer for Southampton City Council. A hirer who is organising events for children must have regard for the requirements of The Children Act 1989 including appropriate Disclosure and Barring Service checks.
- 2.6 The hirer shall indemnify and keep indemnified the respective bodies and persons from and against all loss and damage Southampton City Council, the Governing Body or any property belonging to or under the control of Southampton City Council, Sure Start or the Governing Body, may sustain or incur by reason of the permission to use the premises or otherwise arising out of or in connection with such user, including cost of replacement and reinstatement and the damage to the property of, or the bodily injury or death of any person or persons.
- 2.7 The Governing Body will not accept responsibility for any loss of or damage to any property owned by any person using the premises during the period of the letting. Property shall be brought on to the premises at the sole risk of the owner.
- 2.8 The hirer must make sure that all users are aware that they are solely responsible for the security of their personal property, and should put a sign up to this effect.
- 2.9 The hirer is responsible for informing the Governing Body, of any person sustaining injury or loss on the premises during the period of the let. This information must be presented in writing to the Governing Body within 24 hours of the event. Any further information required by the Governing Body must be made available on request.
- 2.10 No intoxicating liquor shall be brought or consumed on the premises or any part of the school site.
- 2.11
 - (a) No musical works in the repertoire of the Performing Rights Society may be performed in public on the premises except on payment to the Society of the appropriate fee.
 - (b) No lecture, play, opera, dramatic or musical or other work in which a copyright subsists shall be delivered or performed on the premises unless the consent of the owner of the copyright has been previously obtained by the hirer and all necessary fees paid. No performance of any gramophone or other record in which any copyright subsists shall be given on the premises unless the previous consent of the Phonographic Performance Ltd., or other owner of the copyright has been obtained by the hirer and all necessary fees paid. The hirer must make his/her own inquiries as to the existence of any such copyright as aforesaid. Proof of permission to use the piece of work must be shown to the Governing Body of the school at the time of booking
 - (c) The hirer and the guarantor shall indemnify and keep indemnified Southampton City Council or the Governing Body from and against all costs, claims and demands which may be made against Southampton City Council or

the Governing Body for any breach or infringement of copyright.

- 2.12 Southampton City Council, or the Governing Body, may cancel any permission granted to use the premises:-
- (a) If it should appear that the same or any part thereof will be required for public or official purposes whether of Southampton City Council, the Governing Body, Sure Start or otherwise or by any body or person having a statutory right of user.
 - (b) If any damage has been caused to the premises or to any property of Southampton City Council thereon by reason of any previous use of the premises by the person or body now wishing to use the premises.
 - (c) If breaches of the requirements of Southampton City Council or licensing conditions or of the Justices in connection with public dancing, music or other public entertainment's occur.
 - (d) If, for any reason Southampton City Council or the Governing Body deem it necessary or expedient to cancel the license or permit.
 - (e) If, for any reason, the school is closed, no compensation shall be payable by Southampton City or the Governing body, to the hirer or any other person by reason of any such cancellation. Any fees paid to the Governing Body in respect of a permit which is subsequently cancelled by Southampton City or the Governing Body will be refunded unless the cancellation is by reason of damage having been caused.
- 2.13 The use of a film projector with non-flammable films may be permitted subject to the approval of Southampton City or the Governing Body, of the type of projector and to any conditions prescribed by Southampton City Council and other appropriate authorities as precautions against fire and panic.
- 2.14 No person under the age of 16 years is permitted on the premises without adequate adult care and supervision.
- 2.15 The right of access to all parts of the premises whether or not included in the permission for user is reserved to Southampton City, the Governing Body or any officer authorised by them or any of them and the hirer shall not obstruct or interfere with this right.
- 2.16 No alterations or additions to the electrical installations at the building may be made without previous consent in writing of the Governing Body and any such alterations and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of Southampton City Council and shall be reinstated forthwith at the expense of the hirer to the like satisfaction.
- 2.17 No additional staging, curtaining or scenery may be erected without the previous consent in writing of the Governing Body and any such alterations and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of Southampton City Council and shall be returned to their original state immediately after usage, at the expense of the hirer.

Where any use involves the erection and/or dismantling of a stage, this will be carried out by the hirer at his/her expense under the supervision of a representative of the Governing Body.

- 2.18 Furniture, including chairs, must not be removed from the premises nor for use either on the playing field or playground or in any other building outside the school unless prior permission has been applied for and granted by the Governing Body.
- 2.19 No advertising may be placed in any area of the premises without the direct permission of the Head Teacher of the school.
- 2.20 The use of any preparation or material for the purpose of preparing a floor for dancing is not allowed, as this may make the floors dangerous for normal use. The safe condition of the floors shall be deemed acceptable to the hirer after inspection and will remain the hirer's responsibility during the letting.
- 2.21 If the terms and conditions of hiring are contravened in any way, the Governing Body reserves the right to cancel any permission for further use and will inform the hirer in writing. In such event, the hirer will not be entitled to any compensation or refund of any payment made in respect of such use.
- 2.22 It is the responsibility of the hirer to ensure that any area of accommodation used in the course of the letting is left in the condition in which it was found and is maintained in a safe condition during the letting.

3. Conditions of Usage – To be signed by Hirer

- 3.1 Any movement of furniture required must be undertaken by the hirer under the direction of the caretaking staff of the school. No furniture or apparatus is to be used without prior permission.
- 3.2 The authorised hirer is responsible for those attending the function and in particular for leaving the site in a quiet and orderly fashion by the time stated in the booking agreement.
- 3.3 Where car parking is required, there may be limited availability during school hours. All additional parking must be made outside the school grounds. The hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles.
- 3.4 No alcoholic drinks may be consumed or brought onto the main school site.
- 3.5 The hirer is responsible for the protection of the premises from damage, for the good behaviour of all associated users.
- 3.6 The hirer is responsible for ensuring that all areas are left clean and tidy as found. This includes all outside areas as well as indoor areas. If this is not found to be the case the hirer will be charged a penalty sum to cover costs of any repairs or cleaning required.
- 3.7 No school staff are permitted to accept hospitality gifts, either cash or in kind, at any time. We request that no gifts of this nature are offered.
- 3.8 No confetti or rice is to be thrown on the premises.
- 3.9 Only adults preparing food are permitted access to the kitchen, where an agreement has been made. Kitchen regulations must be adhered to at all times. It is the responsibility of the hirer to ensure that the kitchen certificate is signed at the beginning and the end of the let.
- 3.10 The school no smoking policy must be adhered to at all times. Smoking is not permitted within the building or on any part of the school site.
- 3.11 The school does not require caretakers to work at weekends. Bookings can only be accepted when a caretaker is prepared to undertake the additional duty.
- 3.12 The hirer must report to the caretaker at the beginning of any let.
- 3.13 The hirer must take out public liability insurance cover with the Local Authority as part of their booking agreement unless proof of equivalent adequate insurance is shown to the school.
- 3.14 The hirer will adhere to all aspects of our lettings policy at all times through the procedure of applying for and accepting a let on our premises.
- 3.15 All children will be supervised at all times by their carers except where children are

attending an organised group or care scheme. Where the latter applies, the group/care scheme will adhere to all regulations set out in the Children Act 1989, including those of registration with the relevant registering body and relevant Disclosure and Barring Service checks.

- 3.16 The hirer's signature on the application form confirms his/her agreement of the above conditions of booking and all other aspects of our school Lettings Policy.
- 3.17 The hirer will adhere to all Health and Safety requirements as required by the school.
- 3.18 No food or drink is allowed in any area except designated social areas, unless prior written permission has been granted.
- 3.19 The hirer shall show evidence of current DBS checks for all it's staff/volunteers prior to the date of hire.
- 3.20 Bouncy Castles or any inflatable structures of that type or trampolines are not permitted.
- 3.21 The hirer will be responsible for complying with performing rights licences.
- 3.22 No filming or photographs to be taken of the event without permission from the Governing Body.

4. **Booking Times**

- 4.1 There will be no access to the premises before the commencement of the period. Hirers must allow sufficient time for preparation before the event when booking the time of the let.
- 4.2 Hirers must have left the premises by the end of the booked period. Sufficient time must be included to allow for clearing away and for all participants to leave the premise by the end of the booked period.
- 4.3 Availability of premises is negotiable. Please contact the school to find out the current hours of access.

5. **Cancellations**

- 5.1 The Governing Body must be notified of any cancellation at least 4 weeks prior to the date of let. However, notification at the earliest possible time is appreciated.
- 5.2 Where notification is given to the Governing Body at least 4 weeks prior to the date of the let, the booking charge will be refunded in full. Your custom will be welcomed again at any time in the future.
- 5.3 Where notification is given to the school between 2-4 weeks prior to the arranged date of the let, the hirer will be entitled to a 50% refund only.
- 5.4 Where notification of cancellation is given less than 2 weeks prior to the arranged

date of the let, the hirer will not be entitled to any refund.

- 5.5 Where a cancellation is made by the Governing Body of the school, the hirer will be entitled to a full refund unless the conditions detailed under Conditions of Booking, item 12 have been met. The Governing Body will endeavour to notify the hirer at the earliest possible moment, however, no guaranteed period of notice can be offered. Regardless of when notification is given to the hirer, the hirer will not be entitled to any compensation.

Please note :

- (a) The above conditions apply for cancellation of total or part of a booking.
- (b) Where the Hirer makes a permanent cancellation during the course of a letting agreement, the Hirer will receive a refund for any outstanding sessions but no compensation will be available. The administration charge will still stand.

6. Charges for Lettings 2019\2020

Day Time Hire 9.00 am - 6.00 pm	Day Time use by playgroups, parent and toddler groups, schools (per session)	£25.00
Monday - Friday	Room Hire (per hour) Local Authority Groups	£10.00
	Room Hire (per hour) Non-Local Authority affiliated	£15.00

Please note that these figures are a suggested minimum hourly/session charge and will be subject to change.

7. Complaints Procedure

7.1 What if the school has a complaint about our group/organisation?

If the school has concerns about a let the following procedures will be followed:

- (a) A representative of the Governing Body will verbally raise the concern with the named Hirer.
- (b) The situation will be monitored for two sessions to allow the issues to be addressed
- (c) If the situation remains unresolved, the Hirer will receive written notification of the concern and a further two sessions will be given to allow the Hirer to address the situation.
- (d) If the matter remains unresolved, the Hirer will receive formal written notice of termination of the booking agreement. This will be implemented 72 hours from the date of the letter of notification.

Please Note: If the Hirer blatantly breaks the conditions of usage, the let can still be terminated immediately.

7.2 **What if I, as the Hirer, have a complaint about my let or booking agreement?**

If you as the Hirer, have a complaint or concern regarding your let, the following procedures should be followed:

- (a) Talk to the named representative of the Governing Body and discuss the problem. Allow 5 working days for the situation to be resolved.
- (b) If still unresolved, the Hirer should notify the Governing Body through the Head Teacher in writing and allow 5 working days for the situation to be resolved.
- (c) If still unresolved, the matter will be taken to the next full Governing Body meeting and the Hirer will receive a written response from the Chair of Governors detailing the outcome.

7.3 **What if a third party complains?**

- (a) If the school receives a complaint from a third party the Governing Body will be notified of the complaint.
- (b) The matter will be investigated by a representative of the Governing Body and a written response will be sent to the complainant within 10 working days.
- (c) If any further correspondence is received, the matter will be placed on the agenda of the next appropriate Governing Body committee. A final response will then be sent by the Chair of the Governing Body explaining the final outcome.

8. **Appeals Procedure**

- (a) If a Hirer has a letting agreement withdrawn, they have a right to appeal to the Governing Body.
- (b) The appeal should be made in writing and will be presented at the next full meeting of the Governing Body.

The Hirer will be informed of any action and/or decision taken by the
- (c) Governing Body.
- (d) The Governing Body's decision is final.

Signature of Hirer:

Name of Organisation: _____

Phone Number: _____ Email: _____

Address (please advise if the invoice address differs):

We have public liability Insurance: Y / N

How many children will be attending your event? _____

How many adults will be attending your event? _____

How many staff will you have? _____

On behalf of the above organisation I confirm that I have read the Mason Moor Primary School Lettings Policy and agree our organisation will abide by the conditions of booking, Conditions of usage and the charges for lettings.

Signed: _____

Name: _____

Position within organisation: _____

Date: _____