



Hutchinson Memorial CE First School

Lettings Policy January 2019

Reviewed January 2019

Next review date January 2020

Hutchinson Memorial is a Church of England School by way of the founding deed (trust deed) dated 1st August 1882. The trust deed states:

- a) The school is to be conducted upon the principles of the Church of England.
- b) Education is to be provided to the labouring, manufacturing and other classes of the parish of Checkley.
- c) The officiating minister may use the premises for Sunday School at any time out of school hours.

Lettings will be made that are consistent with the terms of the trust deed.

CONDITIONS OF USE

1. Applications

All correspondence and applications for the hire must be made directly to the School. All applications are subject to approval by the Governing Body of the School. The Governing Body reserves the right to refuse any application without stating reasons for so doing. The right is reserved to cancel any hiring, without notice, where the Governing Body considers it necessary for any cause outside their control.

2. Hirer

The hirer must be over 18 years of age and shall be the person by whom the application form for the hiring is signed. Such person shall be responsible for the payment of the fees payable in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations contained in the hire agreement.

3. Fees and Charges

For regular, multiple bookings, fees to be paid as follows:

Fees to be paid on the 1st of each month, in advance.

For individual bookings:

Fees to be paid in full upon signing of hire agreement

4. Duration of the Letting

The Governing Body shall determine in advance the duration of a letting.

5. Cancellation or postponement by Hirer

Hirers will be allowed to cancel or postpone such bookings. Refunds, deposits or fees payable are at the discretion of the Governing Body taking into account any expenditure incurred. Hirers will be required to give at least one month's notice of a cancellation or postponement.

6. Hired Area

Access is strictly restricted to the hired area and any toilet facilities, entrances, exits and corridors as directed by the Governing Body.

The Governing Body reserve to themselves, and their representatives, the right to enter the hired area at all times on producing evidence of their identity.

7. Variation of Conditions

There shall be no variation to the conditions of hire without the express consent of the Governing Body.

8. Care of School Premises, Buildings and Grounds

The hirer is responsible for everyone who is on the School's premises for the activities they are organising and, generally, for everyone who comes on to the parts of the School's premises which are under the hirers control at the stated times. The hirer is responsible for ensuring that they comply with all the terms of the hire agreement.

No notices or placards shall be affixed to, lean upon or be suspended from any part of the school premises without prior agreement.

No bolts nails, tacks, screws, pins or other similar objects shall be driven into any of the walls, floors, ceilings, furniture or fittings. The hirer shall ensure that no persons using the permitted area to wear footwear which may, in the opinion of the Governing Body, be damaging to the floor surfaces of the hired area. The Governing Body reserves the right to charge for loss, damage or breakages incurred during the course of the hire.

Any hire of a playing field may be cancelled without notice if weather conditions or the state of the ground make it likely that unreasonable damage may result from use. Suitable footwear must be worn. The Governing Body reserves the right to charge the hirer for damage to the playing field incurred during the course of the hire.

No animals are allowed on the School's premises without approval by the Governing Body, with the exception of guide dogs or equivalent.

9. Intoxicating liquor

Intoxicating liquor shall not be brought into nor consumed on school premises without the prior consent of the Governing Body. Where such consent is given, the hirer must comply with the Licensing Laws and provide evidence of such to the Governing Body.

10. Smoking

There shall be no smoking on the school premises including the grounds, buildings and school entrances.

11. Public Entertainment and Other Licences

The promoters of entertainment and functions to which the public are admitted on payment shall be responsible for completing to the satisfaction of the Governing Body all formalities in connection with the use of the premises for that purpose. Where the Chief Fire' Officer or Licensing Authority require additional facilities

for the purpose of a letting (such as "Exit" sign and emergency lighting) which are not already installed, it shall be the responsibility of the Hirer to provide such facilities of an approved type and method of installation, having obtained Governing Body approval.

Payment for admission shall be deemed to include admission by tickets or programmes or by any other method by which the making of a payment entitles a person to admission.

No entertainment or function to which the public are admitted shall be allowed unless the premises are licensed for the purpose under the bye-laws of the Local Authority in whose area the premises are situated and all necessary regulations against fire are complied with.

The hirer shall be responsible during the function or entertainment for which the premises are hired for ensuring:

- all safety requirements and recommendations of any licensing authority are complied with;
- any limitation on the number of persons admitted imposed by any licensing authority or the Governing Body are complied with;
- responsible support staff are employed for supervision of the premises and the conduct of those attending so as to avoid personal danger and damage to the premises.

12. Copyright and Performing Rights

No copyright work shall be performed without the licence of the owner of the copyright and the payment of any appropriate fees.

The hirer shall comply with all the provisions of the Copyright, Designs and Patents Act 1988. If the hirer shall fail to do so any permission previously granted by the Governing Body to use the school premises shall be immediately cancelled and the Governing Body shall have the right to recover fees, charges or any other payments referred to in these Regulations.

The hirer shall indemnify the Governing Body from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of Copyright Works on school premises.

The hirer shall, immediately after any performance or function at which music has been performed or songs sung, complete, sign and return to the Performing Right Society a Performing Right Society Limited form obtainable from the Performing Right Society Limited, 29-33 Berners Street London W1P 4AA.

If it is proposed to play a copyright record or tape in public, application for a licence to do so must be made to Phonographic Performance Ltd, 103 James Street, London W1R 3HG.

Evidence that the necessary licences have been obtained must be supplied to the school at least one week before the letting.

13. Gaming

No gaming is allowed except in accordance with the conditions of the Gaming Act 1968, Section 41 when gaming is carried on at an entertainment promoted for raising money to be applied for purposes other than private gain. A copy of these conditions is open for inspection in the Local Magistrates Court during the normal hours of business and the hirer shall be deemed to have knowledge of the contents thereof whether or not he has availed himself of the opportunity of inspection.

14. Use of Equipment

The hire area does not include the use of any equipment except where specifically agreed and subject to any fees deemed appropriate by the Governing Body. School furniture shall not be moved except by arrangement. The hirer must do everything reasonable to avoid loss, damage or breakage to the School's property whilst the School's premises are under the hirer's control. Any loss, damage or breakage must be reported as soon as

practicable to the Headteacher. The Governing Body will be entitled to charge the hirer for any such loss, damage or breakage.

15. Insurance

The hirer will be required to indemnify the School against any liability at law in respect of any accident involving death or bodily injury to any person or damage-to or loss of any property real or personal and happening consequent upon or in connection with the use of the premises unless due to the negligence / default of the Governing Body, its Servants or its Agents. Where the hirer is a political organisation, a professional entertainment promoter, or uses the premises on a commercial / business they will be required to obtain separate third party insurance cover.

16. Parking of Vehicles

The parking of vehicles on the school's property shall be permitted in approved areas only on condition that persons bringing such vehicles on to the premises do so at their own risk and that they accept responsibility for any damage to the school's property or injury to any person whether connected with the establishment or not, caused by such vehicles or their presence on the school's premises. The Governing Body reserves the right to refuse the access of vehicles on to the school property.

17. Miscellaneous

The hirer shall comply with such additional conditions as the Governing Body may require in writing, to be observed for a particular letting.

The Governing Body require that if the letting is to be one for working with children then the following points must be addressed:

- A minimum qualification/certification for working with young children.
- Two personal references to be provided if requested by the Governing Body.
- Applicant to be police vetted, at personal cost, and classed as suitable i.e. List 99 and/or CRB clearance.
- That appropriate Personal Insurance Cover to be in place.
- That the ratio of adults to children follows appropriate guidelines for the activity
- That the person leading the session has the skills to manage a group of young children appropriately.

The Governing Body explicitly ban the taking of any photographs/videos and the use of images of children in publicity material unless written parental permission is obtained by the hirer.

18. Delegation of Responsibility

The Governing Body delegates day-to-day responsibility for agreeing lettings to the Head teacher in consultation with the Premises Committee.

Where there is doubt as to whether a use is contrary to 'the principles of the Church of England', that assessment is to be referred to the Principal officiating minister of the parish church or the Archdeacon in their absence.

Lettings income will be paid into the lettings line of the school budget and a regular report on lettings provided to the Finance Committee of the Governing Body.

19. Review of policy and charges

The policy and charges will be reviewed and agreed by the Finance Committee of the Governing Body on an annual basis.

Date of Review: 05.01.19

Approved by Governing Body: 12.02.19

Next Review January 2020

Signed

V Bennett Chair of Governors