

Woodmancote School

Lettings Policy

Designated Member of Staff: Finance and Staffing Committee

Terms & Conditions of Letting

1. General Conditions

1.1 Educational and other statutory requirements take precedence and no application which will interfere with the educational functions of the premises or maintenance of the premises will be approved.

1.2 Use during school holidays should be limited to such as will not interfere with cleaning and maintenance.

1.3 Premises are let as they normally stand and no alterations or additions shall be made to the lighting, heating, seating, gangways, fittings, fixtures or other arrangements of the accommodation except with the authority of the Headteacher. Any special requirements such as additional seating are to be requested on the application form and paid for as appropriate in addition to the basic hiring charge. Stage lighting shall not be used unless special approval is given and a competent operator is available.

1.4 All lettings between 30 September and 1 April will be charged at the heated rate. Heating outside these dates must be specifically requested on the application form.

1.5 All passages, stairways and exits to which the public have access shall, at all times when the public are on the premises, be kept free from obstruction.

1.6 Posters or placards will not be permitted on the premises except upon the boards provided for the purpose.

1.7 No bolts, screws, nails or tacks shall be driven into any part of the premises, neither shall any adhesive be used on walls.

1.8 No article of any inflammable or explosive character, or any article producing an offensive smell, or any oil, electric, gas or other engine shall be brought into the accommodation.

1.9 Smoking or spitting is not permitted on the school site.

1.10 The hirer shall be responsible for the maintenance of good order and behaviour during the hiring.

1.11 No intoxicating liquor shall be sold, supplied or consumed without the previous consent of the Governors and that of the Licensing Authority, if appropriate.

1.12 School Kitchens may only be used if a member of the Catering staff is on duty for the whole period to safeguard the Caterer's interests and supervise the use of equipment. The hirer will be charged at the appropriate rate for this attendance. The member of staff is not required to work for the hirer.

1.13 Hall floors may be used for children's physical education and no substance is to be to floors to prepare them for dancing.

1.14 Attention is directed to Sec. 12(1) of the Children and Young Persons Act, 1933, which provides that when the number of children attending an entertainment exceeds one hundred, it shall be the duty of the person providing the entertainment to provide

an effective corps of properly instructed stewards, to see that the number of children attending does not exceed the proper accommodation of the building, and to take all other reasonable precautions for the safety of the children.

1.15 The charges made for the use of premises re inclusive of all payments, including that of the caretaker, except as described in Paragraph 1.3.

1.16 Hirers are still liable for the cost if a booking is cancelled after 9.30 am on the day of the letting or, for a weekend booking , after 4.30pm on the Friday preceding the weekend of letting.

1.17 Governors reserve the right to restrict or refuse use of grounds in the educational interest of the establishment as undue damage or abuse of grounds might result in the withdrawal of playing fields from school use for reseeding etc.

1.18 If a piano is hired, only the one indicated by the caretaker is to be used.

1.19 No dogs, other than guide dogs for the blind, shall ordinarily be allowed in school buildings.

1.20 The school asks that all people hiring the facilities do not bring nuts or nut products onto the school premises.

1.21 No nut products are to be used on site.

2. Fire and Safety Precautions

2.1 Briefing

The hirer should be made aware of the position of telephone, escape routes, fire alarms, fire fighting equipment and emergency drills to ensure the safe evacuation of buildings.

2.2 Fire Instructions

Before use of the premises the Headteacher/Caretaker is responsible for ensuring that:

- (a) Escape routes are unlocked and unobstructed internally and externally and that all doors are easily and immediately operable from the inside.
- (b) Safety lighting is working satisfactorily.
- (c) Seating and gangways are arranged in accordance with the safety rules.
- (d) Fire fighting equipment is available for immediate use.
- (e) The maximum permitted number of persons to be admitted is not exceeded.

The hirer is familiar with the layout of the building, fire escape routes and where to find and how to use a telephone in case of emergency.

3.1 In the event of a fire the first duty of all concerned is to prevent injury or loss of life.

3.2 In the absence of the Head or a nominated Deputy, the person in charge is responsible for calling the Fire Brigade when the alarm sounds.

3.3 If there is a fire of the fire alarm sounds every one should leave the building ensuring that all doors which are passed through are closed behind them. On arrival outside the building a check should be made to ensure that all persons are present. If anyone is missing an immediate organised search should be made. The Officer in charge of the Fire Brigade should be met on arrival and immediately informed whether or not all persons have been safely evacuated.

3.4 With the exception of an organised search for missing persons, no one must be allowed to re-enter the building until permission is given by the Senior Fire Brigade Officer present.

3.5 There may be an opportunity in the event of a fire for an attack to be made upon it

with the nearest extinguisher or hose reel but fire fighting must always be secondary to safety of life.

3.6 After the letting the Caretaker or other person in charge should check that there are no apparent fire risks. All electrical appliances such as workshop machinery, cookers, kiln (when not firing) and lights should be switched off and all doors and windows should be closed when leaving the building.

4. Damage to Local Authority Property

4.1 The hirer shall repay to the Governors on demand any additional staff costs resulting from the use of the grounds or premises by the hirer and the cost of reinstating grounds or reinstating or replacing any part of the accommodation or any property in or upon the accommodation which shall be damaged, destroyed, stolen or removed during the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring. The amount of the cost shall be certified by the Director of Property Services whose certificate shall be conclusive.

4.2 No footwear liable to damage floors may be worn in the school buildings.

5. Indemnity

5.1 Hirers (other than Education Committee sponsored/supported groups) shall indemnify the Governors against all claims, demands, actions or proceedings, in respect of goods or clothing or of the death or injury of any person which shall occur during the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring. Provided always that this indemnity shall not apply in the event of any negligence on the part of the Authority, its agents or servants, or any defects in the premises or of an act of God or the Queen's enemies.

5.2 Premises shall not be used for any unlawful purpose and in every letting there shall be deemed to be implied on the part of the hirer an undertaking with the Authority strictly to observe and perform all statutory provisions and regulations and all conditions and regulations imposed by the Justices or the County Council applicable to any letting and to indemnify and save harmless to the Authority, its officers and servants from all penalties, damages and costs which they may incur in consequence of any breach or default in complying with any such provisions, regulation or conditions.

5.3 The hirer shall indemnify the Authority against all claims, demands, actions or proceedings arising out of the infringement of copyright, etc, during the period of hire of the premises.

5.4 If a charge is to be made by the hirer for admission and musical works are to be performed vocally, instrumentally or mechanically, then the hirer shall obtain from the Headteacher/District Youth & Community Services Officer an additional form and shall complete and return the same to the appropriate licensing body.

6. Right of Entry

The Headteacher/Governor/District Youth & Community Services Officer and other authorised members or officers of the Authority shall in the pursuance of their official duties have free ingress and egress to and from the hired premises, and instructions must be given by the hirer for their admission.

7. Failure to Observe Conditions

If the hirer shall fail to observe or perform in any respect or secure the due observance or performance by others of the provisions of these Terms and Conditions and any Notes attached hereto the Governors may without notice forthwith terminate

the hirer's rights under the agreement and effect the immediate vacation of the school. Such termination shall not release the hirer from any of his obligations under the agreement or otherwise and the Governors shall be entitled to retain for the use and benefit of the school any monies paid by way of deposit and to sue for any balance outstanding.

8. Responsibility for Property

8.1 The Governors shall not be responsible for goods, materials, clothing, etc brought into or left in the building.

8.2 Cars are parked on school premises at owners' risk.

9. Cancellation of Hiring

9.1 The Governors reserve the right to cancel any booking in the event of the accommodation being required in connection with a parliamentary, County or Municipal Election; for such extraordinary or special civic or educational purposes as the Authority may from time to time think fit, or for any other reason at its discretion. In the even of any such cancellations, the Governors shall refund the charges already paid for the hiring of the premises, and the hirer may be offered an alternative date or dates, but in any event the Governors shall not be liable by virtue of such cancellation for the payment of any compensation whatsoever.

9.2 The contract of advance bookings in respect of any letting, particularly when prior payment has been made, should not be broken except in extreme circumstance and the Chief Education Officer should always be consulted.

10. Interpretation

The Authority's decision as to the interpretation of these conditions shall be final and conclusive.

Signed byChair of Finance and Staffing

Reviewed: October 2009

Reviewed: October 2010

Reviewed: January 2012 (No changes)

Reviewed: October 2015 (Application form added)

Appendix A

Application to hire premises-Woodmancote School

Name of person making application.....

Responsibility or Title.....

Date of Application.....

Please outline what you would like to use the Premises for. Include the type of room that you would like to hire and the facilities that you may need.

If you require the premises other than for a one off event, please indicate day/s of the week and times that you would need the premises for.

I have read the terms and conditions above and by signing below, agree to abide by them in the event of this application being successful.

Signed.....

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To be completed by the Chair of the Premises Committee

This application has been approved/declined because.....

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Signed..... Date.....