

# The Learning First Federation

## Lettings Policy

Policy Reviewed and agreed Finance committee: June 2016

Signed..... Chair of Finance

Next Review June 2017

## **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**

The hire fee shall be paid in full and in advance of signing the Hire Agreement. The Governing Body reserve the right to waiver the payment in advance although they may ask for a non returnable deposit. If fees are paid by cheque, a valid cheque guarantee card must be presented.

### **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 months 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.

The Headteacher is responsible for ensuring the Hirer can provide their own access to a phone and that the hirer is aware of the emergency procedures in the case of a fire and is familiar with the exits which are deemed fire exits in the case of an evacuation.

### **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.

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. There is no smoking permitted immediately outside the school gates.

### **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;
- suitably qualified persons are employed to be responsible for the 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 basis 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. DBS
- 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.
- That the person leading the session is suitably first aid trained and can provide their own first aid kits.

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 Executive Headteacher.

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 at least an annual basis.

**APPLICATION FOR HIRE OF KNYPERSLEY/KINGSFIELD FIRST SCHOOL.**

1. Name of Hirer:
2. Address of Hirer:
3. Daytime Telephone Number: Evening Telephone Number:  
 Mobile Telephone Number:
4. Details of requirements, including room and area to be hired (tick relevant columns):

Hall	Lower Hall	Kitchen	Classroom	ICT Suite			Playing field			Additional facilities	
<b>Number of lettings:</b>				<b>Week Day</b>	<b>M</b>	<b>Tu</b>	<b>W</b>	<b>Th</b>	<b>F</b>	<b>Sa</b>	<b>Su</b>
<b>Start date:</b>				<b>Start time:</b>							
<b>End date:</b>				<b>End time:</b>							
<b>Nature of activity:</b>											
<b>Equipment / facilities requested:</b>											
<b>Equipment to be brought in by hirer:</b>											
<b>Age range of those attending:</b>						<b>Numbers attending:</b>					

I hereby make application for the hire of the accommodation and facilities stated above and agree to abide by the Conditions of Use specified in the attached documentation.

I can confirm that I have arranged Public Liability Insurance in the name of the individual / organisation hiring the school premises for a limit of indemnity of at least £5,000,000; or

I accept all liability during the lettings period

Signature of Applicant: .....

Full Name (in block letters): ..... Date:

**NOTE:** The giving of false information on this Application for Hire Form may lead to the cancellation of the booking without notice.

## **Charges to be made**

The Learning First Federation will take the following costs into account when determining charges:

- energy and other utilities
- caretaking and cleaning and other support services costs
- wear and tear on equipment;
- use of consumables.

A receipt will be issued.

## **Introductory Lettings Rate**

The Governing Body has agreed that an introductory rate for lettings of the school premises of **£12** per session to open and lock (weekdays) **£24** per session to open and lock (weekends) plus **£10** per hour. If the letting takes place in the school day then only the hourly rate is applicable of **£12** per hour. In the instance of a group requiring time to prepare for an event their sessions will be a lesser hourly rate of £5 but opening/locking charges will be the same as those listed above. Any specific charges for extra expenses incurred will be agreed prior to the letting being confirmed.

## **Annual Letting Rates**

The current letting rate for the hire of 1 room for the provision of wrap around care between the hours of 8.45 a.m. and 3.15 p.m. is **£28** per day.

The current letting rate for the hire of the swimming pool and changing rooms for weekend and evening parent and toddler swimming is **£30** per hour.

All of the above are subject to formal letting agreements with the Biddulph Partnership Trust.

## **VAT on Lettings Charges**

Any use of the school/community room/s or hall (if the kitchen, kitchenette is not used or the hall is not used for a sporting activity) will be VAT free. Charges for the school and community rooms with the use of the kitchen, kitchenette and/or for sporting activities may include VAT charged at standard rate. The following VAT guidance will be used to determine whether VAT is chargeable:

### Room Hire Other than Sporting or Recreation Use

Charges for use of education premises as polling stations are not subject to VAT.

Charges for halls, classrooms, cloakrooms are normally exempt from VAT where no additional facilities are provided.

Where additional facilities (e.g. catering facilities) are provided in conjunction with the letting of rooms or the letting is for the hire of sports facilities these should be separately identified and invoiced at standard rate.

### Hire of Facilities for Sport and-Physical Recreation

The short term hire of sports grounds and premises designed or adapted for playing any sport or taking part in physical recreation is generally a standard rated supply. Premises count as sports facilities if they are designed or adapted for playing any sport or taking part in physical recreation, i.e. if they have fixed basketball nets for instance. The presence of floor markings for say Badminton does not however mean that a general purpose hall would necessarily be construed as representing sports facilities but where the Hall is hired for sporting purposes the hire should of course be standard rated. Changing rooms hired incidentally to sports facilities carry the same liability as the sports facility itself.

Certain lets of sports facilities are exempt where the granting of the facilities is for:

a) A continuous period of use exceeding twenty-four hours; or

b) A series of ten or more periods, whether or not exceeding twenty-four hours in total, where the following conditions are satisfied:

- Each period is in respect of the same activity carried on at the same place;
- The interval between each period is not less than one day and not more than fourteen days;
- The hire charge is paid for the whole series and is so evidenced in the written agreement;
- The grantee has exclusive use of the facilities;
- The grantee is a school, an association, a club or an organisation representing affiliated clubs or constituent associations (i.e. is a non-profit making voluntary body);
- All other lettings for periods of use of twenty-four hours or less will be standard rated;
- The position in the event of cancellations of hire periods or variation of the duration of individual lettings is especially complex and advice should be sought.



**HIRE AGREEMENT FOR KNYPERSLEY/KINGSFIELD FIRST SCHOOL**

**AN AGREEMENT** made on ..... (date) between  
First School, Biddulph ..... and  
..... (Name of hirer and organisation)

**IN CONSIDERATION** of the school permitting the hirer to use the accommodation listed on the dates and times shown in the schedule below and in accordance with the application for hire, the hirer shall observe the following conditions:-

- payment being made in full at least one week prior to the letting(s) taking place;
- the person in charge of your activity being shown the fire escape routes before the start of the letting;
- the Conditions of Use prevailing at the time of the letting.

A receipt and authorisation to use the premises will be issued when payment is received.

**Supplementary Details of Hire**

Specific conditions of use, including changes agreed to the application for hire (which should be attached for reference):
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Agreed charges for lettings, including amount per session, total amount:
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Details of payments:
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Signed by: ..... Date: .....

On behalf of the Governing Body

Signed by the hirer: ..... Date: .....

**NOTE:** Please ensure the Conditions of Use and the terms specified above are fully understood. Failure to comply will invalidate the Hire Agreement.