

Coniston CE Primary School Lettings Policy



Purpose

The Governing Body of Coniston CE Primary School is keen to see that the School 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 policy outlines details for any private or commercial letting. It sets out the facilities available, the charges and the responsibilities of the Governors and the users when the School premises are hired.

Policy Objectives

The governors have decided to promote the following principles in relation to letting the school buildings:

- (i) that school premises represent a significant capital investment and should be fully utilised;
- (ii) are a valuable community resource;
- (iii) that a profit margin would be desirable when derived from private or commercial usage but are not the objective when facilitating education activity by designated users.
- (iv) Certain exclusions may apply to the letting of our school such as activities involving alcohol or public entertainment (if the Hirer does not hold the necessary premises licences), certain political meetings (at the discretion of the Governing Body) and Hazardous activities (at the discretion of the governing body). The Governing Body retains the right to determine what is considered to be an unsuitable let.

Roles and responsibilities of Headteacher, other staff, governors

The governing body, with advice from the Headteacher, will:

- balance the desire to generate income against the desire to support “worthy” groups within the community.
- delegate the responsibility for handling bookings to the Headteacher/ School Administrator.
- take a positive approach to enhancing learning opportunities for the whole School community through promoting community use of the School.
- ensure that use by external organisations does not degrade the standards of the facilities to the extent that they are significantly less suitable for use by pupils.
- consider issues of political balance.
- consider the implications of all requests received for the health, safety and security of pupils and staff.
- consider the implications for workload of all staff of any decisions it makes.
- regularly review the charges to be levied.
- liaise with the CDC administrator over lettings.

The Headteacher will:

- establish a central booking system with the school administrator.
- ensure a complete list of key holders is retained in school.
- retain the discretion as to whether any other school equipment shall be included in the let, e.g. staging.
- will consult the Resources Committee on requests for bookings which do not meet the aims /ethos of the School or where there is a potential conflict of interest.

Conditions of Hire: (see appendix 1)**Administration of Lettings****General**

The governors recognise that it would be impossible for them to personally vet every applicant or organisation who wish to make use of the school premises. Accordingly they have delegated the authority to accept applications for hire to the Headteacher.

Scale of Charges

In arriving at their scale of charges the governors have followed the following principles :-

- (i) that users will be charged a minimum amount to ensure school does not run at a loss;
- (ii) that private users will be charged on a cost plus an income margin for the School ;
- (iv) that there will be equality of treatment for similar users;
- (iv) that any additional cost for letting school facilities will be recovered from users, e.g. for damage to property.
- (v) that any events organised by or for school, e.g. Home School Association events, will not be charged.

For the purpose of charging, the Headteacher is empowered to determine to which group any particular individual or organisation belongs. The basis of charging will be determined by the purpose for which a letting is arranged.

The scale of charges forms Appendix 2 to this policy statement. #

Discounts

These form part of the scale of charges.

Minimum charges and deposits

The minimum hire period will be one (1) hour.

The governors reserve the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

Cancellations

Governors will seek to recover any cost incurred by the school which are unavoidable and result directly from the cancellation of a letting.

Payment methods

Payment by commercial users should be made at the time of booking. Cheques or cash are both acceptable but cheques should wherever possible be supported by a guarantee card. In all cases where cash or cheques are paid over then an official receipt will be issued. Local and charity users will be permitted to pay after the event, including a lump payment at the end of a period of use.

Security

The cleaner in charge should be informed of all lettings. The governors will not normally insist upon continuous caretaking presence. However they reserve the right and delegated power to the Headteacher to insist upon caretaking presence where in his/her view the nature of the hiring may leave the school vulnerable to theft or damage.

Licences

Hirers are responsible for ensuring they have the relevant licences in place prior to holding an event, e.g. alcohol licence.

Insurance

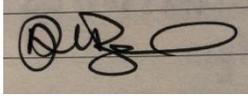
School has a Community Risks Policy which is renewed annually. Whilst this ensures school is not left liable for any loss or damage to school and school property, the governors retain the right to charge any groups which cause any damage which would incur an additional cost to school, e.g. small breakages and damages which cannot be claimed through the insurance policy. School accepts no responsibility for loss, damage or theft of personal items on the school grounds.

Arrangements for monitoring and evaluation

The Resources Committee of the governing body will receive reports, as appropriate, from the Headteacher on the schedule of use of the school outside of the school day, the number of groups involved and the net profit from such activities.

Issues that required intervention by the Headteacher will be noted, together with the action taken and the outcome. The committee will consider whether the additional use of the school premises is achieving the purposes set out at the start of this policy.

Reviewed by: Miss Danielle Fitzsimons Sept 2021
Governing body committee responsible: Resources Committee
Date due for renewal: Sept 2023

A rectangular box containing a handwritten signature in black ink on a light-colored background. The signature is cursive and appears to read 'Danielle Fitzsimons'.

Signed:
Miss Danielle Fitzsimons
(Head of School)

Date: 16/09/2021

Conditions of Hire

(APPENDIX 1)

APPLICATION AND FEES

- 1 The signatory of the application shall be the hirer. Where a promoting organisation is named in the application, that organisation shall also be considered the hirer and shall be jointly and severally liable hereunder with the signatory.
- 2 The fee payable for the hiring shall be calculated in accordance with the scale of charges published by the Governors. The Governors reserve the right to alter or revise these charges at any time.
- 3 The fee for an occasional hiring shall be paid to the person authorising the hiring within five days of such hiring being approved and upon receipt of such fee the hiring shall stand confirmed subject to the provision of condition 4. In the case of a long-term letting the governors of the hired premises may at their discretion permit the periodic payment of hire charges in arrear.

CANCELLATION

- 4 The Governors or their agent(s) acting on their behalf must reserve the right, having good reason, at any time without notice to cancel a hiring or withdraw permission for the hirer to occupy any part of the hired premises on any particular date. In such event the Governors shall not incur any liability whatsoever to the hirer other than for return of any fee or the appropriate part of any fee paid in respect of the hiring.
- 5 If the hirer shall cancel the hiring of the premises then the Governors shall be entitled to retain or demand as the case may be the whole of the fee paid in respect of such cancelled hiring PROVIDED THAT if notice of such cancellation is received at least seven days prior to the date of the hiring the fee will be refunded or remitted to the hirer subject only to any necessary deduction or payment in respect of expense already incurred by the Governors or the Council in respect of that hiring.
- 6 Bookings are taken subject to the premises not being subsequently required for Parliamentary or Local Government elections or other statutory purpose. In the event of the premises being so required, the Governors will refund to the Applicant all charges made by them and already paid by the Applicant. Neither the Governors nor the Council shall be liable to pay any compensation for any loss incurred by the Applicant.

FURNITURE AND EQUIPMENT

- 7 The hirer's use of the hired premises shall be deemed to include the use of chairs and tables.
- 8 The arrangement of furniture and/or the use of additional furniture or equipment will require the specific approval of the Governors. Such use may be subject to the scale of charges published by the Governors.
- 9 Where additional equipment is required by the hirer this will be subject to an additional charge according to the Governors' published scale.

KITCHEN FACILITIES

- 10 Kitchen facilities and facilities for the preparation of refreshment are not included in the hiring unless prior consent for the use of such facilities has been given by the Governors who will have consulted the Catering Contractor to arrange for such use at all times to be supervised adequately.

HEALTH, SAFETY AND CONDITION OF PREMISES

- 11 The hirer/hirers shall during the hiring be responsible for:
 - (a) taking all measures necessary to ensure that the permitted number of persons using the hired premises is not exceeded;

- (b) the efficient supervision of the hired premises and for the orderly use thereof including the observance of the governors' policy on smoking on School premises;
- (c) ensuring that all doors giving egress from the hired premises are kept unfastened and unobstructed and that no obstruction is placed or allowed to remain in any corridor giving access to the hired premises;
- (d) ensuring that all proper safety measures are taken for the protection of the users of the premises and equipment including adequate adult supervision where young people are concerned;
- (e) familiarising themselves and the users of the premises with the fire-alarm positions, the locations of the fire-fighting equipment and the establishment's exit routes;
- (f) ascertaining the location of the nearest emergency telephone;
- (g) the provision of a suitable first-aid kit;
- (h) compliance with the Food Safety Act where catering facilities are involved;
- (i) keeping a pupil register for checking in the case of an emergency.

12 The hirer shall at the end of the hiring be responsible for:

- (a) ensuring that the hired premises are vacated promptly and quietly;
- (b) ensuring that the hired premises are left in a safe and secure condition and in a clean and tidy state.
Failure to comply with these conditions may lead to additional charges.

- 13
- (a) No nails, tacks, screws, or other like objects shall be driven into any part of the hired premises nor shall any placards, decorations or other articles be fixed thereto.
 - (b) No alterations or additions to any electrical installations either permanent or temporary on the hired premises may be made without the written consent of the Governors. Electrical apparatus must be switched off after use and plugs removed from sockets.

14 The hirer shall not permit or suffer any damage to be done to the hired premises or any furniture or equipment therein and shall make good to the satisfaction of the Governors and pay for any damage thereto (including accidental damage) caused by any act or neglect by himself, his agents or any person on the hired premises by reason of the use thereof by the hirer.

15 It is understood and agreed that the Governors do not, either expressly or by implication, warrant the premises to be fit or suitable for any sporting or recreational purpose for which the hirer intends to use them but rely entirely on the skill, knowledge and expertise of the hirer in choosing so to use them and require the hirer to discontinue that use immediately upon it becoming reasonably foreseeable that by reason of their condition a participant in or spectator to that sport or recreation or any other person is in danger of suffering injury, loss or damage.

16 Except insofar as the Unfair Contract Terms Act, 1977 (or any statutory modification or re-enactment of it) otherwise requires, neither the Council nor Governors acting on its behalf will be responsible or liable in any way whatsoever or to any person whatsoever (and whether or not there shall be any negligence by its servants or agents) in respect of:

- (a) any damage or loss of any property brought on to or left upon the hired premises either by the hirer or by any other person;
- (b) any loss or injury which may be incurred by or done by or happen to the hirer or any person resorting to the hired premises by reason of the use thereof by the hirer;
- (c) any loss to breakdown or machinery, failure of electrical supply, fire, flood or government restriction which may cause the hiring to be interrupted or cancelled;

and the hirer shall be responsible for and shall indemnify the Council its servants and agents against all claims, demands, actions and costs arising from the hirer's use of the hired premises or from any loss, damage or injury suffered by any person arising in any manner whatsoever out of the use of the hired premises by the hirer.

LICENCES

- 17 The hired premises shall not be used for the sale or supply of intoxicating liquor, or the holding of any public entertainment, theatrical performance, film exhibition, lottery or other similar function without the consent of the Governors, and such consent shall be subject to the hirer first obtaining the necessary licence or permission required under current legislation, and producing this for the scrutiny of the Governors if required;
- 18 The hired premises shall not be used for any betting, gaming or gambling.
- 19 The hirer shall indemnify the Council against any infringement of copyright which may occur during the hiring.

GENERAL

- 20 The right of entry to the hired premises at any time during the hiring is reserved for authorised officers and employees of the Council and the head of the establishment or a person authorised by him/her.
- 21 The hirer and his agents shall during the hiring and during such other times as they or any of them shall be on the hired premises for the purpose of the hiring comply with all reasonable requirements of the caretaker of the hired premises.
- 22 The hirer shall not sub-let the hired premises or any part thereof and in the event of this condition being breached or any threat thereof then the hiring will stand cancelled, the charges forfeited and the hirer and sub-hirer excluded from the hired premises.
- 23 Any notice or necessary action required in respect of this hiring may be undertaken by a representative of the Governors;

Notes on insurance:

It is the hirer's responsibility to ensure they have adequate insurance cover. For specialist activities then additional insurance may be needed. All hirers must carry sufficient Third Party Liability insurance to satisfy Cumbria County Council insurance requirements – current £5,000,000 for indoor activities.

SCALE OF CHARGES FOR LETTINGS

(APPENDIX 2)

AREA	Local /Charity (per hour session)		Commercial/ Private (per hour session)	
	FIRST HOUR	EACH HOUR THEREAFTER	FIRST HOUR	EACH HOUR THEREAFTER
MAIN HALL	£15	£10	£25	£10
CDC ROOM	£12	£10	£22	£10
CDC ROOM & COMPUTERS	£20	£18	£30	£18
CDC OFFICE	£8	£8	£10	£10
CLASS ROOM	£12	£10	£22	£10
PLAYGROUND/ FIELD*	£15	£10	£25	£10
KITCHEN	£10 flat rate when hired with hall (cold)		£20 flat rate when hired with hall (cold)	
	£20 flat rate when hired with hall (hot)		£30 flat rate when hired with hall (hot)	

*Playing Field can be hired at a rate of £175 for 24 hours with a £200 security deposit

A discount may be offered where more than one area is being let at the same time. This will be agreed with the hirer.

School may ask for a deposit for any commercial / private use.