



Lettings			V6.2
	Date	Name	Notes
Drafted	11 th Jun 2009	B.Mullany	Revised Policy from existing policy dated Dec 2008 Conversion to standard format Inclusion of basis for costing Revised 3rd party insurance cover requirements
Adopted	23 rd Jun 2009	PFM	
Reviewed	24 th Sep 2010	PFM	Included 'in school day' lettings principles
Reviewed	1 st Jul 2011	PFM	New lettings rates to cater for new hall and change to late lock up/booking fee charges
Reviewed	19 th Mar 2012	PFM	Review to v4, effective Sept 2012
Reviewed	29 th Jan 2014	PFM	Review to v5, effective Jan 2014
For Review	18 th Dec 2014	PFM	Review to v6, effective Jan 2016
Amended	13 th Jan 2016	FGB	Revised as per DCC recommendations re. safeguarding
Reviewed	10 th May 2017	FGB	Review to v6.2, effective May 2018
This policy will be reviewed annually			

Policy Objectives

The school recognises that the premises represent a significant capital investment and should be utilised as a valuable community resource. In addition, the lettings of the premises and grounds of the school provide an opportunity to supplement the budget and should be encouraged provided that such letting is not detrimental to the school or its pupils. This policy provides the framework within which premises' lettings should operate.

Principles

- Within school day, letting of school premises or grounds to a third party may only occur with the written consent of the head teacher.
- If the third party is using the school premises during the school day for educational purposes, the head teacher must ensure that such education is either wholly aligned with the school curriculum or require that participation of pupils only occurs with the written consent of the pupil's parent/guardian.
- The use of school premises and grounds at all times other than the school day is under the control of the Governing Body of the school.
- The Governing Body delegates to the headteacher the authority to determine on a day to day basis how the lettings policy is applied and he/she may use their discretion in the application of this policy, provided that deviations from policy are reported to the Governing Body.
- After statutory use, priority will be given to bookings that meet educational needs of the community.
- Charges will be levied at one of three rates, namely free of charge, cost recovery or commercial. The guidance to determine which rate is applied is provided below.
- A Lettings Agreement must be put in place for all non-school use of the premises, even if no charge made, irrespective of whether within or outside the school day. The current Lettings Agreement is provided at Attachment A.
- Hirers must not exceed the capacity guidance as set out in Appendix 1.
- We must be reasonably satisfied that the Hirer is able to manage the let in accordance with adequate care, health and safety procedures before agreeing to accept the booking. Where the hire is for a commercial children's activity, the hirer must provide school with a copy of their Child Protection Policy/Procedure as well as a certificate of attendance of Level 3 Child Protection Training. This certificate must be in the name of the person on site, running the activity.

Guidelines

- Lettings may be refused if we do not think it in the interests of the school.
- Lettings after midnight will not generally be permitted.
- All hirers must be aged over eighteen.
- All school buildings and associated premises are non-smoking areas.
- The school is not responsible for any loss of or damage to vehicles parked on its premises, or their contents.
- The school playing fields will not be let unless in a suitable condition to be used and without compromising use by the school.
- Payment of lettings charges must be made prior to the letting taking place.

Categories of Letting

The governors have decided that for the purpose of charging there will be **three** categories of letting:

- **Free of Charge;** This category includes all use by the Governing Body, the PTA, plus not-for-profit events organised solely for the benefit of the school's pupils.
- **Cost Recovery;** This category includes all lettings for statutory purposes (eg: polling station), by Staff and by all other not-for-profit organisations.
- **Commercial;** This category includes all lettings not covered within the two prior categories, and, for the avoidance of doubt, includes:
 - Hire by commercial organisations for profit making events
 - Hire by the community for private parties.

Lettings that would otherwise be categorised as 'commercial' may be classed as 'cost recovery' if it can be demonstrated that the event is focused on an educational or health need of the community AND that participation is either free of charge or at a reduced rate as a result of the school levying a lesser charge.

The scale of charges will be set annually based on a realistic assessment of the real costs incurred by the school, such costs to include, but not be limited to heat, light, waste, water, insurance and staff costs. The charges currently in force are provided at Attachment B. Charges come into effect on all contracts for lettings made after the effective date of this policy. Lettings are accepted on an annual basis commencing on the 1st of September. Any change to charges will apply from the effective date of the policy for new lettings and from the 1st of September of that year for existing lettings.

Charges will consist of an hourly rate plus a 'lock-up' fee for lettings during the week that complete at or after 6.00pm and all lettings at weekends.

Administration of Lettings

The hirer must complete an application form, which sets out the proposed use, time and date of the proposed hiring and the precise definition of the premises and facilities to be hired, including changing rooms for sporting events, toilets and kitchens. The form will include the terms of hire and will also give advice on maximum permitted numbers (see Appendix 1).

The minimum hire period will be one hour.

We reserve the right to require a reasonable 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.

We will seek to recover any cost incurred by the school which are unavoidable and result directly from the cancellation of a letting. Details of the charges are shown in the Scale of Charges in Attachment B.

Advance payment, at the time of booking, is the norm. Cheques or cash are both acceptable. In all cases where cash or cheques are paid over then an official receipt must be issued. For repeat bookings, charges should be paid in advance, preferably termly but optionally monthly at the discretion of the school.

We will not normally insist upon continuous caretaking presence. However, we reserve the right to insist upon caretaking presence where we believe the nature of the hiring may leave the school vulnerable to theft or damage. Any costs incurred by so doing will be borne by the hirer.

Availability of Facilities

From time to time the school hosts seasonal or other events such as concerts, plays and parents' evenings. We cannot therefore guarantee availability of facilities at all times and the operational needs of the school will take precedence over lettings, although we endeavour to offer alternative facilities within the school on these occasions.

The school's facilities will not normally be available for let on Bank Holidays, Christmas Eve or New Year's Eve.

Appendix 1: Capacity

The number of people permitted to attend an event will depend on the nature of the activity. This guidance reflects that given by Dorset County Council Fire Prevention Officers for halls used for assembly functions.

- If the event has dancing and there are no chairs or tables set out, one person per 6 square feet (0.55 square metres)
- For a seated audience, one person per 6 square feet (0.55 square metres)
- If the event has dancing and chairs or tables are set out, one person per 8 square feet (0.74 square metres)
- Where people are seated at tables (restaurant-style), one person per 10 square feet (0.92 square metres)

Based on the school facilities the follows limits shall be applied

Nature of Event	Capacity of New Hall	Capacity of Old Hall	Capacity of Classroom
Standing	330	235	38
Seated in rows	330	235	38
Seated at tables	196	140	22

These capacities are the upper limit and should be reduced if a significant amount of the available space is used for displays, counters or other obstacles.

Attachment A: Lettings Agreement**Lytchett Matravers Primary School
TERMS AND CONDITIONS OF HIRE**

1. The use of our school premises is permitted by the Governing Body on the understanding that the following rules are adhered to at all times. Once you, the Hirer, have accepted a permit to use the school premises, you are automatically bound by all terms and conditions of usage of the premises.
2. The Governing Body has the right to vary these terms and conditions at any time. Changes to Terms and Conditions will be notified to existing hirers by letter. The current Lettings Policy in force is deemed to be the latest version approved by the Governing Body, normally available on the school's website.
3. The person signing the application form, on behalf of their organisation, ("the Hirer") is personally responsible for ensuring that all Terms and Conditions of our lettings policy are adhered to and must be present on the premises for the duration of the hire.
4. 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.
5. 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. If tickets are issued for any event, this statement should also be printed on the ticket.
6. The hirer is responsible for informing the Governing Body of any person sustaining injury or loss on the school premises during the period of the let. This information must be presented in writing to the Governing Body within 48 hours of the event, or of the loss coming to light. Any further information required by the Governing Body must be made available on request.
7.
 - a. No musical works in the repertoire of the Performing Right Society may be performed in public on the premises except on payment to the Society of the appropriate fee, this fee to be paid in the first instance to the Director of Education. Please contact the Local Management Officer, Education Department, Dorset County Council.
 - b. No film, 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 the Council, Education Committee or the Governing Body from and against all costs, claims and demands which may be made against the Council, Education Committee or the Governing Body for any breach or infringement of copyright.
8. The Governing Body may cancel any permission granted to use the premises and will refund any fee paid but no further liability will be accepted.
9. No person under the age of 16 years is permitted on the premises without adequate adult care and supervision (see section 29).
10. The Governing Body or any officers authorised by them retains the right of access to all parts of the school during the period of any letting and the hirer shall not obstruct or interfere with this right. Cleaning staff require access to all areas of the school during their shifts. Disruption to hirer will be kept to a minimum but may occur. The hirer may not impede the cleaning staff.

11. The Governing Body or any officers authorized by them are responsible for the locking and unlocking of the school. Buildings should be left secure by hirers as they vacate and all lighting must be turned off. Only in exceptional circumstances shall hirers be permitted to hold keys.
12. No alterations or additions to the facilities, electrical installations, heating or lighting settings at the school 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 the Governing Body and shall be reinstated forthwith at the expense of the hirer to the like satisfaction.
13. Furniture, including chairs, must not be removed from the school premises 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.
14. No advertising may be placed in any area of the school premises without the direct permission of the Headteacher of the school.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. Where car parking is required, the hirer must undertake the proper stewarding and control of the parking area in collaboration with the police where necessary. The hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles.
21. No alcoholic drinks may be consumed or brought onto the premises unless written permission has been applied for and received from the Governing Body. No alcoholic drinks may be sold without a magistrate's license, and this must be shown in advance to the Governing Body or an officer authorised by them. Safety regulations require that no alcoholic drinks are stored or consumed in the kitchen area.
22. The hirer is responsible for the protection of the premises from damage, for the good behaviour of all associated users, and ensuring that alcoholic drinks, where permitted, are consumed in moderation when brought onto the premises for a function.
23. 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.
24. No confetti or rice is to be thrown on the premises.
25. Access to the catering kitchen is granted only in exceptional circumstances. 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.
26. The school's No Smoking Policy must be adhered to at all times.
27. The hirer must report to the caretaker (or their representative) at the beginning of any let. Where deposits have been paid for a function, the hirer must meet with the caretaker and kitchen supervisor (or their representative) to sign the Caretaker's Certificate and Kitchen Certificate, accepting the condition of the premises as acceptable at the beginning and the end of the hire period.

28. The hirer will adhere to all aspects of this lettings policy at all times through the procedure of applying for and accepting a let on our premises.
29. 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. Where the hire is for a commercial children's activity, the hirer must provide school with a copy of their Child Protection Policy/Procedure as well as a certificate of attendance of Level 3 Child Protection Training. This certificate must be in the name of the person on site, running the activity.
30. The hirer's signature on the application form confirms his/her agreement of the above conditions of booking and all other aspects of the school's Lettings Policy.
31. The hirer will adhere to all Health and Safety requirements as required by the school.
32. No stiletto heels or similar objects are allowed in the gym/hall area.
33. No food or drink is allowed in any area except designated social areas, unless prior written permission has been granted.
34. From time to time the school hosts seasonal or other special events such as concerts, plays, sports days and parents' evenings. The availability of facilities cannot therefore be guaranteed at all times and the operational needs of the school will take precedence over lettings. The school will endeavour to find alternative accommodation within the school on these occasions but this cannot be guaranteed.
35. The school's facilities will not normally be available for let on Bank Holidays, Christmas Eve and New Year's Eve.
36. No mains-powered equipment apart from discotheque, sound and lighting may be brought onto and used on site. Bouncy castles are not permitted.
37. All discotheque, sound and lighting equipment brought onto and used on site must have an appropriate, current and valid portable appliance test (PAT).
38. Fireworks are not permitted either indoors or outdoors.
39. Special effects machines may only be used with specific permission. Machines creating bubbles, smoke, artificial snow or fog are forbidden.

Attachment B: Scale of Charges

Bands

- **Free of Charge;** This category includes all use by the Governing Body, Staff and the PTA, plus not for profit events organised solely for the benefit of the school's pupils
- **Cost Recovery;** This category includes all lettings for statutory purposes (eg: polling station) and by all other not-for-profit organisations.
- **Commercial;** This category includes all lettings not covered for within the two prior categories, and, for the avoidance of doubt, includes:
 - Hire by commercial organisations for profit making events
 - Hire by the community for private parties.

Lettings that would otherwise be categorised as 'commercial' may be classed as 'cost recovery' if it can be demonstrated that the event is focused on an educational or health need of the community AND that participation is either free of charge or at a reduced rate as a result of the school levying a lesser charge.

Charges

Area	'Free of Charge'	'Cost Recovery'	'Commercial'
Classroom or Old Hall/hr	£0	£7	£14
Classroom or Old Hall/4hr period	£0	£14	£28
New Hall/hr	£0	£11	£22
New Hall/4hr period	£0	£22	£37.50*
Use of Kitchen in New Hall	£0	£20**	£20**
Sports Field/4hr period	£0	£11	£22
Lock up Fee for booking that complete after 6pm	£0	£7.50	£7.50

Additional Charges may apply for full caretaking cover and for additional cleaning.

* Commercial Rate for New Hall/4hr period is capped

** Reflects actual cost of cleaning kitchen

Basis for Charges

School hours:	1600
Letting hours per week:	13
Letting hours outside "normal" school working day\week:	10 = 400 hrs \ annum
Number of lettings per year	200
Annual utility costs	£12000 per annum
Annual 3 rd party insurance option	£170
Annual overtime payments for late lock-up	£1400 = £7.00 per event