Balcombe C E (C) School



Lettings Policy

Adopted by Governors:	Jun 2017
Reviewed:	October 2019
Next Review:	Oct 2020

Delegated Authority to Approve Lettings

While any hire agreement is between the Governors of the school and the Hirer:

- The Head Teacher is authorised to agree all the lettings of the school premises.
- The Business Manager undertakes the full operational duties for arranging and monitoring the lettings policy.
- The Business Manager will advise the Head Teacher and the Finance Committee of any non- payments of amounts due relating to lettings each term.

Refusal of Permission

No hiring is permitted which, in the opinion of the Governors, is likely to:

- create any disturbance
- cause any inconvenience to the residents, other Hirers, or staff at the school

Balcombe Primary School
Lettings – Conditions of Hire

Charge

The school has adopted the scale of charges set out below for school lettings in line with the West Sussex County Council guidelines and charging schedules.

Area of Hire	Period	Rate
Hall, Kitchen or Grounds	After school clubs for Balcombe School Children	£6.35 per hour (part hours will be charged at the full hourly rate)
Classroom	After school clubs for Balcombe School Children	£3.70 per hour (part hours will be charged at the full hourly rate)
Hall, Kitchen or Grounds	Evenings* / weekends *4pm onwards	£13.55 per hour (minimum 2 hour charge £27.10)
Hall, Kitchen or Grounds	Holiday Period – Full Day *8am-6pm*	£59.20
Hall, Kitchen or Grounds	Holiday Period – Half Day *8am-1pm or 1pm-6pm*	£29.60

Conditions of Hire

1. The Hirer shall satisfy himself that the facilities to be hired are suitable for his purposes.

2. The use of the premises must not interfere with the proper working of the School or impair its efficiency.

3. The contract for the hire of the premises between the Hirer and the Governors of the School shall take effect only upon written acceptance of the application on behalf of the Governors being posted or handed to the Hirer.

4. Hiring must be arranged according to a regular timetable, agreed in advance. Occasional requests by new hirers cannot be accommodated.

5. The Hirer shall be advised of the hiring fees (and any insurance premium) on completion of the Letting Agreement. Hirers will be invoiced at the end of each term and payment is due by return.

6. Charges will be reviewed at the beginning of each academic year.

7. In the event that the Hirer cancels the hiring, the following fees shall be repayable to the Hirer, less any expenses incurred,

    a. not less than 42 days notice of cancellation – 75% of fees
    b. not less than 28 days notice of cancellation – 50% of fees
    c. less than 28 days notice of cancellation – no refund

8. Governors reserve the right to use their discretion in relation to point 7 of these conditions.

9. The Hirer shall indemnify the Governors of Balcombe Primary School and the West Sussex County Council against all claims for damages, compensation and/or costs in respect of:

    a. bodily injury or illness to Third Parties, and/or
    b. Damage to Third Party property caused by or arising out of or being incidental to the Hirer's use of the premises (see Appendix 1).

10. The Hirer shall be responsible for loss or damage to the School premises and contents therein the property of the West Sussex County Council (see Appendix 1).

11. The Hirer shall affect adequate insurance in respect of the liabilities and the loss or damage referred to respectively in Conditions 8 and 9 above (see Appendix 1 following Conditions of Hire for explanatory notes on insurance).

12. The Hirer shall be responsible for protecting the security of the school premises. The intruder alarm should be disabled on arrival and the premises must be secured and the alarm reset on departure. Both gates must also be locked unless the premises are occupied. The Hirer will be advised of the premises manager's phone number in case of emergencies, together with contact details for the head and deputy head teachers in case the premises manager is unavailable.

13. Each hirer is loaned a key if required which must be held securely: if it should be lost the school must be informed immediately and a charge will be made for a replacement (please note that this charge would include for lock replacement and a new set of keys).

14. The Hirer shall be responsible for obtaining and complying with any necessary licenses and for complying with all necessary legislation, including DBS clearance if necessary.

15. Any concerns or disclosures from a child must be reported **immediately** to the designated Child Protection Officer – Head Teacher (Designated Safeguarding Lead) or Assistant Head Teacher (Deputy Designated Safeguarding Lead).

16. Pupils attending a session must be adequately supervised at all times, ensuring that sessions begin and end promptly and that pupils do not leave until the session has ended and arrangements for pick-up detailed in the Parental Consent Form have been checked

17. No pupil is to be left unsupervised at any time or to leave the session unless in accordance with arrangements set out in the Parental Consent Form

18. The Governors do NOT hold licences for (a) public dancing, music or any other public entertainment and (b) public performance of plays. The Hirer shall be responsible for obtaining any licence required from West Sussex District Council and shall produce the licence for inspection prior to the hiring date.

19. The Hirer shall be responsible for complying with the terms of any such licence. The Hirer shall be responsible for complying with the legislation relating to copyright in relation to the hiring and with the legislation relating to copyright in relation to the hiring and the requirements of the Performing Rights Society Limited and Phonographic Performance Limited concerning the performance respectively of musical work and sound recordings on the premises. The Hirer indemnifies West Sussex County Council against any breach of this condition.

20. If the Hirer intends to apply for a Justices' Occasional Licence for the sale of intoxicating liquor then the written approval of the Governors shall first be obtained. The Hirer shall be responsible for ensuring compliance with the provisions of the Licensing Acts.

21. The Hirer shall be responsible for ensuring that any gaming or lottery, which takes place on the School premises, complies with the relevant legislation and is in line with the School's ethos.

22. Use of the premises is limited to the accommodation hired and necessary facilities such as toilets. Car parking is permitted in designated areas on the School premises subject to availability. The school will not take any responsibility for theft or damage to vehicles parked on the school's grounds.

23. Where permission is given for the use of kitchen areas, the Hirer shall be responsible for the condition of preparation tables, water heater and wash up sinks. The dishwasher, cooker and microwave must **not** be used. The Hirer shall be responsible for the provision of crockery, glasses, cutlery and cleaning materials. On no account may foodstuffs stored in the kitchen be used by Hirers.

24. The Hirer is responsible for the preservation of good order during the hiring. The Hirer shall at all times provide an adequate number of stewards who shall be present throughout the hiring.

25. The Governors reserve the right to require the Premises Manager to be in attendance for the preservation of good order and safety and to recover from the Hirer any additional expenses incurred as a result of this condition.

26. The wearing of nailed or stiletto-heeled or other unsuitable footwear in indoor areas is prohibited.

27. No nails or screws shall be driven into the walls, floors, ceilings, furniture or fittings, and no placards shall be affixed to any part of the premises.

28. The laying of composition or other preparation on School floors is prohibited, save with the prior written approval of the Governors.

29. No smoking is allowed on any part of the school premises or grounds.

30. School furniture (other than chairs in the hired accommodation) and equipment shall not be moved except by prior arrangement.

31. Any alteration or addition to the school lighting or electrical heating systems is strictly forbidden, except with the written consent of the Governors. Consent may be subject to conditions, which the Hirer will be required to observe.

32. If any special equipment is required, it must be clearly stated on the application form. An extra charge will be made for this service, and the School must be satisfied that a competent person will supervise the use of the equipment.

33. The Hirer will be responsible for providing any first aid facilities and fist aiders that he deems necessary in accordance with the Health and Safety (First Aid) Regulations 1981.

34. No event shall extend beyond the hiring period and the Hirer shall completely vacate the premises and grounds by that time, unless special arrangements have been agreed on behalf of the Governors.

35. After use, the Hirer must leave the premises in a clean and tidy condition, the Hirer's property removed, and all appliances switched off and lighting extinguished. The Governors reserve the right to recover from the Hirer any additional expenses incurred as a result of non-compliance with this condition. For the avoidance of doubt, this responsibility will include the toilet provision.

36. The Governors reserve the right to cancel any hiring without notice if: -

    a. the accommodation will, due to circumstances outside their control, be unavailable for the hire period, for reasons such as maintenance work, extension of schools own work, election purposes and/or use of the premises for school functions

    b. Force majeure

    c. the Hirer has failed to disclose material information concerning the proposed hiring, or

37. there are reasonable grounds to conclude that the Conditions of Hire may be breached to a material extent.

38. In the event of (a) and (b) all hiring fees will be refunded to the Hirer, but the Governors shall have no further liability to the Hirer. In the event of (c) and (d) any refund of hiring fees shall be at the discretion of the Governors.

39. The Governors reserve the right to enter the premises at any time, for its members, officers, and authorised personnel.

40. The Hirer must comply with the fire safety policy and obey all instructions given to them in regard to fire safety, ensuring fire exits and fire escape routes are kept clear and where possible fire doors kept shut. The Hirer should familiarise themselves with the location of call points and fire extinguishers and be aware of means of escape and alternative routes should the primary route be blocked.

APPENDIX 1

HIRER'S INSURANCE – INDEMNITY CLAUSE
Where appropriate, the reference to West Sussex County Council will also include the Diocese of Arundel and Brighton and Balcombe Primary School.

A. INJURY TO PERSONS OR PROPERTY
1. The Hirer shall indemnify West Sussex County Council against all claims for damages, compensation and/or costs in respect of: -

(i) bodily injury or illness to Third Parties, including West Sussex County Council's servants and agents or Governors and/or

(ii) damage or loss to Third Party property caused by, or arising out of, or being incidental to the Hirer's use of the premises.

2. The Hirer shall effect adequate insurance to cover this liability with a preferred minimum limit of indemnity of £10 million, although £5 million is acceptable subject to approval from the Litigation, Insurance and Risk Management Section at West Sussex County Council.

The Hirer shall effect adequate insurance to cover this liability prior to the use of the facilities and, if for more than one-off events, throughout the period of hire.

B. DAMAGE TO PREMISES AND EQUIPMENT
1. The Hirer shall be responsible for the loss of, or damage to the premises and contents therein, which is the property of West Sussex County Council, except when loss or damage to the premises or contents are as a result of the negligence of West Sussex County Council.

2. The Hirer shall effect adequate insurance in respect of such loss or damage.

Hirers who have no Public Liability Insurance must, as a condition of the proposed hiring, take out the Hirer's Insurance arranged by West Sussex County Council, (provided they do not fall within the definition of the exclusions listed below) and the premium must be added to the hiring fee payable.

HIRER'S INSURANCE
In accordance with the Conditions of Hire, it is customary to require organisations or individuals to accept responsibility for damage to the premises and its equipment and for Third Party claims involving injury to persons and/or damage to property.

Due to difficulties experience by non-commercial hirers in arranging Public Liability Insurance with a Limit of Indemnity of £10 million, the County Council has arranged the following policy: -

WEST SUSSEX COUNTY COUNCIL – ON BEHALF OF NON-COMMERCIAL INDIVIDUALS AND ORGANISATIONS HIRING COUNTY COUNCIL SCHOOLS, COMMUNITY COLLEGES, EDUCATION CENTRES AND OTHER WEST SUSSEX COUNTY COUNCIL PROPERTIES

OPERATIVE CLAUSE
The indemnity will cover individual Hirers for their legal liability for injury/illness to third parties and/or loss/damage to their property, and loss or damage to the premises and contents hired, including such liability that may be imposed on the Hirer under the terms of the hiring agreement.

LIMITATIONS
For loss/damage caused other than by Fire or Explosion, cover is limited to £10,000 per hiring and is subject to an excess of £100.

Damage resulting from Fire or Explosion is limited to £10 million.

EXCLUSIONS
Political Meetings and Professional Entertainment Promotions.
Commercial or trade hiring.

PREMIUMS
The premium is currently charged at 9% of the basic hire charge, plus Insurance Premium Tax (IPT).

Please sign the acceptance form below and return to the school office.

Balcombe CofE Primary School,
London Road,
Balcombe, West Sussex,
RH17 6HS

01444 811403

Bursar@balcombeschool.co.uk

I confirm that I have read and agree to the terms and conditions as set out in the Lettings Policy above.

Signed.....

Date.....