



## **JAMES BATEMAN JUNIOR HIGH SCHOOL**

### **LETTINGS POLICY**

#### **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, but subject to any direction given to them by the LA.

#### **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.

#### **Fees and Charges**

The hire fee shall be paid in full upon signing the Hire Agreement together with any returnable deposit required by the Governing Body. The hire fee shall be set by the Governing body and reviewed on an annual basis. Charges will be set at an hourly rate with a breakdown of no less than half hourly. Long term lettings must be paid one calendar month in advance.

If there is a requirement for opening/closing of the premises and it will be necessary for the Site Supervisor/Janitor to claim additional hours to open and close the premises then a charge will be made in line with the additional hours claimed by the Site Supervisor/Janitor.

There will also be a charge if heating and lighting are required. The charges for this will be on an hourly rate which will be in line with the hourly rate paid by the school to the energy companies.

The school must be left clean, with any equipment that has been agreed as part of the hire put away tidily in the same place it came from. Any waste bins that have been used must be emptied into the main paladin bins situated in the grounds around school. Failure to leave the school in the same condition as you found it will result in cleaning charges being made to the hirers by the school.

#### **Duration of the Letting**

The Governors shall determine in advance the duration of a letting.

### **Cancelling of hiring by Governing Body**

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.

### **Cancellation or postponement by Hirer**

Hirers will be allowed to cancel or postpone such bookings. Refunds or fees payable are at the discretion of the Governing Body.

### **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 LEA and Governing Body reserve to themselves, and their officials, the right to enter the hired area at all times on producing evidence of their identity.

### **Variation of Conditions**

There shall be no variation to the conditions of hire without the express consent of the Governing Body.

### **Care of School Premises**

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 use shoes with stiletto heels or other footwear which may in the opinion of the Governing Body be damaging to the floor surfaces of the hired.

Any damage caused to the property or its contents by the hirer or their users shall be replaced/repared by the school and the hirer will be invoiced.

### **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 hirer must comply with the Licensing Laws and provide evidence of such to the Governing Body.

### **Smoking (including electronic smoking devices)**

There shall be no smoking on the school premises on the grounds of the fire security and the potential for damage to floors and furniture.

### **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 Governors 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.

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 Governors 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.

### **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 so to do 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 one week/month\* (delete as appropriate) before the letting.

### **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.

### **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 (other than chairs for use in halls) 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 on terms to be approved by the school.

### **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. The Authority has a special insurance policy which will provide cover for the hirer in certain cases. Full of the policy details including conditions and exclusions can be found in the Third Hirer's Policy - Summary of Cover document (*Model 3*). Where the hirer is a political organisation, a professional entertainment promoter, or uses the premises on a commercial / business basis or is unable to satisfy the requirements of the Third Party Hirer's Policy then they will be required to obtain separate third party insurance cover.

### **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.

**Use of Playing Fields and Astro-Turf**

Any hiring of a playing field/astro-turf 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.

It is the hirer's responsibility to ensure that spectators at the letting respect the school premises, grounds and contents, ensuring that nobody congregates around gates and doors.

**Miscellaneous**

The hiring body shall comply with such additional conditions as the County Council, Headteacher, or the Governors may require in writing, to be observed for a particular letting.

It is the hirer's responsibility to ensure that any accidents on the premises are recorded by themselves following your own health and safety procedures. However, this must be reported to the school as soon as possible after the incident.

**Adverse Weather Conditions**

Outside of school hours it is the responsibility of the hirer to ensure that safe access to the school grounds and in adverse weather conditions are adhered to.

It is the hirer's responsibility to clear any access to paths to ensure safety of any users. The hirer must check with the school before using any substance (salt etc.) on any surface to ensure no damage may be occurred, failure to do so will result in fees to damage caused.

I have read the lettings policy and agree to the terms and conditions within

Name \_\_\_\_\_

Company \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Date Adopted: 15<sup>th</sup> June 2015

Date to be Reviewed: June 2016

Signed:

Chair of Governor

Date: 15/6/15



## **JAMES BATEMAN JUNIOR HIGH SCHOOL**

### **LETTINGS CHARGES (Appendix 1)**

The following charges agreed by governors.

**Hire of hall, dining room or I.T room - £15 per hour.**

**Hire of the gym - £12 per hour.**

**Hire of classroom or meeting room - £11 per hour.**

**Hire of astro turf - £17 per hour (only open until 8.30pm in summer, and sunset in winter).**

**Hire of sports field by the meadows school - £20 per hour.**

**No opening and closing charge for the field or the astro turf.**

**No opening and closing charge for rooms used during normal school hours.**

**All other lettings may incur a £10 opening and closing charge.**

**VAT must be charged on all lettings (however if hiring facilities to community groups VAT does not have to be charged).**