

# Lettings Policy

November 2020



Sam Fuell

Ratified by Governors

December 2020



*Learn more... Do more... Be more...*

## 1. Introduction

- 1.1. It is the policy of the Board of Governors of Priestlands School to make certain buildings and facilities of the school available for private hire when they are not required for school use or use by the New Forest Health & Leisure Centre under the joint management agreement.
- 1.2. The Board of Governors place a high regard on the place of the school in the local community and encourage relationships with members of the community who wish to hire the school buildings and facilities for appropriate purposes.
- 1.3. Prior to the letting taking place, the following paperwork should be provided to the hirer who must sign to confirm that they have read and accepted the terms and conditions:
  - 1.3.1. Application for hire of premises (Appendix B)
  - 1.3.2. Conditions of hire document (Appendix C)
  - 1.3.3. Lettings policy
  - 1.3.4. H & S guidance leaflet
  - 1.3.5. Safeguarding and child protection guidance leaflet

## 2. Definitions

Hiring Organisation	The person or organisation entering into the contract with Priestlands School
User	Those people making use of the premises hired under a letting agreement between the Priestlands School and the hirer
Hirer	person or persons 'supervising' or organising the users

## 3. Responsibilities

- 3.1. The responsibilities of the school and the Hirer on entering into a letting agreement are laid out below:
- 3.2. **Responsibilities of the School**
  - 3.2.1. Ensure the facility is adequately insured
  - 3.2.2. Agree an appropriate room/area with the hiring organisation and ensure that it is open, fit for purpose and ready for use at the beginning of the session.
  - 3.2.3. Facilitate communication with school staff if and when needed.
  - 3.2.4. Ensure the hiring organisation has access to whole school policies either via the school's website at <http://www.priestlands.hants.sch.uk/Board of Governors.htm> including Health & Safety, Child Protection, and Employment Equalities Policy 2020 Hard copies are available on request
  - 3.2.5. Ask hirers to confirm they are able to adhere to and fully comply with the terms and conditions set out in this policy and any documents referred to herein.
  - 3.2.6. Provide the hirer with contact details for the site team in case of emergency
  - 3.2.7. Receive details of DBS reference numbers and date of DBS for all staff involved in the activity
  - 3.2.8. Receive a copy of public liability insurance and coaching or other relevant qualifications
  - 3.2.9. Provide a copy of the Lettings Policy
  - 3.2.10. Remind hiring organisation they are responsible for the provision of their own first aid including trained personnel

- 3.2.11. Notify the hirer at the earliest opportunity if the premises cannot be used due to building works or school use.

### 3.3. Responsibilities of the Hirer/Service Provider

- 3.3.1. The hirer is responsible for the health and safety issues, not Priestlands School. All statutory requirements must be observed and school specific requirements complied with. Suitable and sufficient risk assessment must be undertaken by the hirer for each activity.
- 3.3.2. The hirer must have appropriate public liability insurance in place with a minimum insured value of £5,000,000 for non-commercial hirings and £10,000,000 for commercial hirings, and must provide a copy of the policy prior to the hire taking place.
- 3.3.3. Lettings may occur during the hours of darkness but no later than 6pm when the school site is closed for community use. Adequate and sufficient lighting is provided inside and outside the premises to assist with safe access and regress, including around the car park. Use after 6pm when site team may not be available can only be sanctioned by the Headteacher or the Business Manager. Consent may be subject to additional conditions which the hirer will be required to observe
- 3.3.4. Details of vehicle and pedestrian entrances and exits, emergency evacuation, parking facilities, toilets etc are made known to the users.
- 3.3.5. Priestlands School will accept no responsibility for damage caused to vehicles and other property while the user is on the school site. Parking is made available around the school site only on the basis that it is at the vehicle owner's risk. The hirer is asked to arrange for users to park in designated areas only. The hirer is to ensure users do not park in the New Forest Health & Leisure Car Park.
- 3.3.6. The hirer must ensure that only that part of the building actually hired is used and must observe any instructions given by the site team/ member of school staff concerning the area available.
- 3.3.7. Hirers are responsible for monitoring persons on site, so that in the event of an emergency, all persons can be accounted for. Hirers must take a register of attendees. If the fire alarm sounds, the hirer should ensure that all users are directed to the evacuation muster point on the main school field.
- 3.3.8. Hirers will be acquainted with the emergency and evacuation procedures including the location of the fire alarms, extinguishers and emergency exits and muster points. The hirer takes responsibility for briefing other users associated with the hiring. They must also carry out their own fire drills. Fire appliances must not be removed or tampered with other than for fire-fighting purposes. The hirer will ensure that the users' activity is not so loud or otherwise obtrusive as to render the fire alarms ineffective. The hirer is responsible for drawing up specific evacuation plans for any disabled people. In the event of a fire alarm call point being set off accidentally, the hirer must contact the site team using the agreed method of contact to seek advice. Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring. Hirers may legitimately request to see the school's fire risk assessment.
- 3.3.9. Any precautions required to ensure the users' safety when using equipment are the responsibility of the hirer. All mains powered electrical equipment brought onto the premises must be PAT tested by the school before use.
- 3.3.10. The cost of any maintenance or repair work which is necessary because of the hirer's/user's activities will be borne by the hirer.
- 3.3.11. It is the responsibility of the hirer to provide first aid equipment and trained personnel.

*Learn more... Do more... Be more...*

- 3.3.12. Smoking is not allowed in any part of the school premises including the use of e-cigarettes and vapes
- 3.3.13. The hirer will not use the space provided in such a way as to create conditions of overcrowding or to impede safe and effective escape from the premises in an emergency.
- 3.3.14. The hirer shall provide a sufficient number of staff as may be necessary to ensure adequate and efficient supervision of the users during the letting.
- 3.3.15. The Headteacher reserves the right to have a member of school staff present throughout the letting and to put a stop to any event that is not properly conducted
- 3.3.16. The hirer is responsible for providing access to a mobile telephone for emergency purposes.
- 3.3.17. Hirers must have regard to the national standards of qualification, experience and overall competence of instructors/supervisors/coaches for sporting and other activities.
- 3.3.18. The hirer must ensure that risks associated with the activity are properly controlled throughout the hire period and that the premises are returned to the control of the school in a clean and satisfactory condition including replacing any furniture that has been moved. Any specialist cleaning or disinfection required as a result of the hirer's/user's activity in the premises will be the sole responsibility of the hirer.
- 3.3.19. Priestlands School enjoys a special relationship with its neighbours. All Hirers are expected and required to have due regard to the entitlements of neighbours to the enjoyment of privacy and quiet.
- 3.3.20. Young people must never be left unattended. Parents/carers or an alternative agreed contact must be informed immediately if any young person leaves a session.
- 3.3.21. Staff must be suitably qualified and experienced and have undergone Disclosure & Barring Service checks (DBS). It is the responsibility of the hirer to ensure that staff employed by themselves are suitably qualified and are in receipt of a DBS disclosure.
- 3.3.22. If you are unable to contact a member of staff and you believe it to be an urgent safeguarding matter you should seek advice by phoning the Hampshire Children's Services on 01329 225379 (office hours) or Hampshire out of hours telephone line 0300 555 1373
- 3.3.23. The Service Provider must be aware that they cannot offer guaranteed or unconditional confidentiality. If a child discloses any information relating to their own safety or that of any other young person, the Headteacher must be informed immediately.

## 4. Insurance

- 4.1. It is the responsibility of the hirer to effect suitable public liability and other relevant insurance cover. As a general rule cover up to £5 million is required for non-commercial hirings and £10million for commercial hirings.

## 5. In the event of an incident, fire or near miss

- 5.1. In the case of fire or emergency, the Hirer must ensure the incident is reported immediately to the school. In the case of a near miss this must be reported as soon as possible in order for an investigation to be carried out. The school will follow up the report to ensure that it is completed correctly and that an investigation is undertaken. A review of the risk assessment for the activity will be required from the hirer.

## 6. Insurance

- 6.1. The hirer is responsible for ensuring that any necessary licenses required for a particular event have been obtained (such as theatre, performing rights or cinematograph licenses).

## 7. Exceptional circumstances

- 7.1. The school has the right to request additional conditions in relation to extreme circumstances. This may include withdrawing the right of use, reviewing risk assessments or imposing extra measures such as cleaning, compliance and reduced numbers on site. This would run in addition to this policy.

# Appendix 1

## Framework for hire charges

### Priestlands School

### 2020-21

HOURLY CHARGES	LEVEL 1	LEVEL 2
1 September 2020- 31 August 2021 (VAT is not included – see below)	Community groups composed of children under 18, the elderly or people with registered disabilities and registered youth groups	Other community groups or commercial businesses
Hourly charge	Monday to Saturday (see note below)	
1. Gym	£25.00	£30.00
2. Main Hall	£15.00	£20.00
5. Performing Arts Centre (PAC)	£25.00	£30.00
6. Hard area, netball, tennis court, cricket net  (community groups with a link to pupils who attend the school)	£14.00  £13.00 or £25 per session	£16.00
7. Large hard area, cricket pitch, general playing field	£15.00	£20.00
8. Astroturf	£35.00	£38.00

For lettings after 18.00 or at weekends, an additional charge of £16.00 per hour will be requested for site support.

#### NOTES

- The above charges do not include VAT which is not charged as an Academy School.
- Facilities may be offered free of charge to those community users who offer free coaching to Priestlands pupils

# Appendix 2

## Application for hire of premises

<b>Purpose of hire</b>	
<b>Dates/times required</b>	
<b>Facilities required</b>	
<b>Name &amp; address of hiring organisation</b>	
<b>Name of contact and telephone no</b>	

**Conditions:**

1. The facility hired must be left in a clean and tidy condition.
2. No persons other than the hirer(s) shall have access to the school site.
3. No smoking (including vaping and e-cigarettes), alcohol (without prior permission) or drugs are permitted on the site.
4. The charge for the hire will xxx for the xxxxxx . This does/does not include charges for Site Team up to 6.00pm. Additional charges will be applied if the hire is after this time. Charges are payable within 28 days of the invoice date.
5. Any electrical equipment brought onto the school site will be PAT tested prior to use
6. The hirer must report all accidents or near misses related to unsafe premises or equipment to the school
7. The hirer will provide qualified first aid staff and first aid kit. They must have access to a mobile phone throughout the hire.

**Declaration**

1. I have read and accept the school’s conditions of hire and lettings policy, and agreed to abide by these and any special conditions communicated to me.
2. I confirm all staff involved with the club are in receipt of a **DBS - Names/DBS No(s)**.
3. I confirm the organisation has club/public liability insurance under Policy No. .... with (name of insurer) ..... and a copy is attached
4. I attach or have provided copies of relevant coaching or other qualifications for the activity taking place for every coach/volunteer
5. I agree to indemnify Priestlands School against any accidents or damage to school property or injury to persons which may be incurred as a result of the hiring unless caused by the negligence or breach of statutory duty of the school.
6. I accept that an additional charge may be made in respect of damage caused to the building or school property through negligence or wilful intent.
7. I agree to the payment under Conditions (4) above
8. I accept responsibility for the equipment used at my/our own risk

Signed: .....Date: .....  
 Print Name .....

## PRIESTLANDS SCHOOL – CONDITIONS OF HIRE

### 1. In these conditions

1.1. School' means the school identified at the head of this document.

### 2. Acceptance of conditions

2.1. The hiring of accommodation/facilities/premises is permitted only on the conditions outlined in the following regulations. Acceptance of the hire agreement is deemed to be acceptance of these conditions.

### 3. Compliance with conditions

3.1. The Hirer (the person or body to whom the hire is granted) shall be responsible for compliance with these conditions.

### 4. Applications

4.1. Applications for the hire of premises should normally be made at least three weeks in advance. In general, reservations will not be accepted for dates more than twelve months in advance, except for special events such as those needing extensive preparations.

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

4.3. The use of the premises must not interfere with the proper working of the School or impair its efficiency. In particular the Hirer acknowledges that it will not have exclusive use of the site.

### 5. Gymnasium

5.1. Only suitable footwear should be worn in the gymnasium or sports hall. No school games equipment may be used without permission and gymnastic equipment can only be used when an adult with recognised qualifications for the proposed activity is personally supervising at all times. For safety reasons, this condition also applies to other activities with young people.

5.2. No food or drink other than water to be consumed

### 6. Grass sports pitches and hard court multi-use games areas

6.1. These facilities should be used for their intended purposes only i.e. participation in formal and informal play and sport.

6.2. The grass sports pitches and hard court multi-use games areas shall be hired, together with access to toilets and changing accommodation at the School. The Hirer shall not have any access to any other parts of the School.

6.3. The grass sports pitch shall be marked out for that sport and the hard court multi-use games area may have indicative markings for sports like netball, basketball, tennis and small-sided football. No additional marks shall be made to the sports pitch or hard court areas by the hirer.

6.4. The grass sports pitches shall have a limited playing capacity. The School reserves the right to restrict use of the grass sports pitch to protect it during inclement weather; when damaged or under repair; when waterlogged; or to fit in with the School curriculum or School demands.

6.5. Litter must be removed from the facility at the end of the hire session.

6.6. No food or drink other than water to be consumed

### 7. School equipment

7.1. No use may be made of apparatus such as stage fittings, pianos etc., without specific permission. If permission is granted by the school to use sports equipment, the hirer will be required to include this equipment in their risk assessments. The following conditions will also apply:

#### 7.2. Sports Hall

**7.2.1.** The hirer is responsible for setting up and returning equipment, neatly and safely, to the assigned area. Only suitable footwear should be worn in the sports hall. No school games equipment may be used without permission.

**7.2.2.** No food or drink other than water to be consumed

### **7.3. Outside Courts**

**7.3.1.** The hirer must inform the school in advance if they require any equipment set up eg netball posts, tennis nets. The school will be responsible for taking down the equipment and locking the facility.

## **8. Fabric and fittings**

8.1. The fabric and fittings (including electrical installations) and contents of the premises shall not be interfered with in any way. No treatment shall be given to prepare a floor for dancing and the wearing of stiletto heels is prohibited. Only authorised persons shall use steps or ladders. 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. The School's furniture (other than chairs in the hired accommodation) and equipment shall not be moved except by prior arrangements. Official exit ways must be kept clear at all times. Any alteration or addition to the School's lighting or electrical heating systems is strictly forbidden, except with the written consent of the headteacher. Consent may be subject to conditions, which the Hirer will be required to observe. The Hirer shall, at the end of the hire period, leave the accommodation in a reasonable tidy condition, all equipment being returned to the correct place of storage.

8.2. The Hirer is responsible for the safeguarding and safe keeping of all items belonging to the Hirer, its guests/delegates or third parties engaged by it. The School accepts no responsibility for such items.

## **9. Storage**

9.1. Storage facilities cannot usually be provided. When Hirers are permitted to leave equipment on the premises, they do so entirely at their own risk.

## **10. Hirer's property**

10.1. Furniture and apparatus required may be brought on to the premises at the Hirer's own risk. Hirers shall not bring on to the premises, without the prior consent of the Board of Governors, any article of an inflammable or explosive nature, nor any article producing an offensive smell, nor any other substance, apparatus, or article of a dangerous nature.

10.2. The Hirer shall indemnify the establishment against all claims for damages, compensation and/or costs in respect of:

10.3. bodily injury or illness to Third Parties, and/or

10.4. damage to Third Party property caused by or arising out of or being incidental to the Hirer's use of the premises where the hirer is negligent

10.5. The Hirer shall be responsible for loss or damage to the establishments premises and contents therein the property of Priestlands School.

10.6. The Hirer shall effect adequate insurance in respect of the liabilities and the loss or damage referred to respectively in Conditions 15 & 16 above. (See the Annexe to this section for explanatory notes on insurance).

## **11. Refusal of hire**

11.1. The Board of Governors may refuse an application to hire the premises if:

**11.1.1.** The premises are required by the School.

**11.1.2.** There has been any damage to the property or breach of these conditions during previous use of the premises by the hirer.

**11.1.3.** For any other reason the Board of Governors deem it necessary or expedient to refuse

*Learn more... Do more... Be more...*

the application.

**11.1.4.** No compensation shall be payable by the Board of Governors by reason of such a decision

**11.1.5.** There is a financial cost to the school

## **12. Cancellation by the Board of Governors**

12.1. The School reserve the right to cancel any hiring without notice if:

12.2. the accommodation will, due to circumstances outside their control, be unavailable for the hire period or

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

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

12.4. In the event of (8.16.1), all hiring fees will be refunded to the Hirer, but the School shall have no further liability to the Hirer. In the event of (ii) and (iii), any refund of hiring fees shall be at the discretion of the School.

12.5. Apart from exceptional circumstances, the Board of Governors will give at least four weeks' notice to the Hirer, should it become necessary to cancel or postpone a letting.

## **13. Cancellation by the Hirer**

13.1. The Hirer must give at least four weeks' notice of cancellation. If any shorter period of notice is given, the Board of Governors reserve the right to pass on to the hirer any costs unavoidably incurred or to impose a cancellation charge.

## **14. Payment of charges**

14.1. The Hirer shall pay the hiring fees, including any deposit, at the rates and times set out in the attached Schedule (this will be included based on hire - cost) .

14.2. The Hirer acknowledges that in the event that the Hirer cancels the hiring there will be a cancellation fee payable as set out in the attached Schedule and any refund of monies already paid will be at the discretion of the School.

14.3. All hire charges must be paid within one month of the invoice being issued.

14.4. The School reserve the right, on proper notification, to invoice the Hirer for any charges arising from excessive cleaning time incurred as a result of the Hirer failing to leave the accommodation in a reasonable condition, or for repair of the premises or equipment damaged by the Hirer, or resulting from the Hirer failing to vacate the premises by the time stipulated in the hire form.

## **15. Statutory requirements**

15.1. All statutory requirements, including those relating to health and safety and public entertainments, must be strictly fulfilled by the Hirer. Film, music, dancing, indoor sporting events and stage events may be considered to be regulated entertainment and, as such, are licensable activities which require authorisation from the local licensing authority. For all regulated entertainment, it is the Hirer's responsibility to inform the local Licensing Authority and obtain the appropriate licence. This applies if tickets are to be sold at the door or advertised to the public, but also if tickets are offered to friends and neighbours or even if admission is free and open to all.

15.2. No musical works in the repertoire of the Performing Rights Society may be performed in public on the premises unless the Hirer has obtained the permission of the society. No copyright material may be delivered or performed unless the consent of the owners of the copyright has been obtained by the Hirer. The Hirer must indemnify the school against any action for breach of copyright.

## **16. Attendance and behaviour**

*Learn more... Do more... Be more...*

- 16.1. The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approved.
- 16.2. The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated. The Hirer shall at all times provide an adequate number of supervisors for any activity and those supervisors shall be present throughout the hiring period. The Hirer shall be liable for damage caused by unruly or inappropriate behaviour.
- 16.3. It is the Hirer's responsibility to ensure that all those attending are made aware of their responsibilities, and the School's and Hirer's insurance arrangements.
- 16.4. The School reserves the right to exclude individuals or companies that it considers undesirable or inappropriate. The headteacher reserves the right to require a representative 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. If the headteacher's representative considers the behaviour of the Hirer, its guest/delegates or third party contractors to be unreasonable, then the representative may cancel and/or terminate the event with immediate effect and the School shall not be obliged to refund any part of the Hire charge.

## **17. Alcohol**

- 17.1. In no circumstances shall alcoholic drinks be available at any function without prior written consent of the Board of Governors. Permission will be granted only in exceptional circumstances. Applications must be made in writing at the time the Hirer applies for the use of the premises. If permission is granted for alcoholic drinks to be sold it will be the responsibility of the Hirer to ensure that a Temporary Event Licence is obtained from the local Licensing Authority. The Hirer agrees to comply with all conditions and limitations attached to the Temporary Events Notice he obtains.
- 17.2. The School reserves the right to require sight of a Temporary Event Notice prior to the letting.

## **18. Gambling**

- 18.1. The premises may not be used for games of chance, other than bingo, unless specific permission has been granted by the Board of Governors and the relevant license obtained by the hirer, with a copy provided to the School.

## **19. Emergency evacuation procedures**

- 19.1. Hirers shall familiarise themselves with the fire precautions in force on the premises and with the means of evacuation in the event of a fire, bomb warning or any other threat to safety. The Hirer is responsible for ensuring that persons attending are made aware of the evacuation procedures. Fire and other exits must be kept clear at all times. Hirers are responsible for keeping a register of who is on site and to recall this in an emergency / evacuation.

## **20. Smoking**

- 20.1. Smoking is not allowed including the use of e-cigarettes and vapes

## **21. Site staff**

- 21.1. The site team are instructed by the Board of Governors to ensure that the conditions of hire are fully complied with. All reasonable instructions given by the caretaker on duty must therefore be followed.
- 21.2. Use of the premises is limited to the accommodation hired and necessary facilities such as toilets. Car parking is permitted in designated areas at the premises subject to availability.

## **22. Right of access**

- 22.1. The Headteacher and its agents reserve the right of access to the premises during the

*Learn more... Do more... Be more...*

letting.

- 22.2. The headteacher or his/her representative reserves the right to suspend or withdraw use of the school by an individual group with immediate effect where they believe it to be appropriate. An example of the grounds on which suspension or withdrawal may be based, are as follows:
- 22.2.1. causing intentional damage to the school, its equipment or any personal belongings of other users
  - 22.2.2. violent, threatening or abusive behaviour to a member of staff or other users
  - 22.2.3. theft of any property belonging to the School or other users
  - 22.2.4. disruptive behaviour which is interfering with the activities of others
  - 22.2.5. behaviour which puts at risk the health, safety or well-being of others
  - 22.2.6. non-compliance with or breach of licensing laws
  - 22.2.7. behaviour which is deemed to be offensive and/or results in complaints from users
  - 22.2.8. refusal to follow reasonable directions from the caretaker or other members of the school's staff=
  - 22.2.9. non-payment of school invoices
  - 22.2.10. any other reason which is considered inappropriate to the smooth and efficient operation of the School, or against the interests of all users.
- 22.3. Following the suspension, the user will be given reasons in writing and will be offered the opportunity to appeal to the governing body of the School whose decision will be final.
- 22.4. The Hirer may not assign or sub-let the hire of the School.

### **23. HEALTH & SAFETY INFORMATION**

- 23.1. As a hirer of the school facilities you have a legal responsibility to care for the Health & Safety of yourself and others
- 23.2. If the fire alarm bell sounds, leave the building by the nearest exit and report to the assembly point on the main field opposite reception.
- 23.3. The school does not have a First Aider on site in the evenings. It is the responsibility of the hirer to make their own first aid provision. The school must be informed of any Health & Safety incidents that occur during the period of hire
- 23.4. The school must be informed of any damage to the school's property or premises during the period of hire

### **24. HIRER'S INSURANCE – INDEMNITY CLAUSE**

- 24.1. In accordance with the terms of hiring it is customary to require persons/organisations to accept responsibility for damage to the premises and its equipment and for the Third Party claims involving injury to persons and/or damage to property.

### **25. INJURY TO PERSONS OR PROPERTY**

- 25.1. The Hirer shall indemnify the school against all claims for damages, compensation and/or costs in respect of:
  - 25.1.1. bodily injury or illness to Third Parties, including the School's servants and agents and/or
  - 25.1.2. damage or loss to Third Party property caused by, or arising out of, or being incidental to the Hirer's use of the premises.
- 25.2. The Hirer shall effect adequate insurance to cover this liability with a minimum limit of

indemnity of

**25.2.1.** £10 million for commercial hirings except where otherwise agreed

**25.2.2.** £5 million for non-commercial hirings

## **26. DAMAGE TO PREMISES AND EQUIPMENT**

- 26.1. The Hirer shall be responsible for the loss of, or damage to the premises and contents therein, which is the property of the School, except when loss or damage to the premises or contents are as a result of the negligence of the School.
- 26.2. The Hirer shall effect adequate insurance to cover this liability with a minimum limit of indemnity of
  - 26.2.1.** £10 million for commercial hirings except where otherwise agreed
  - 26.2.2.** £5 million for non-commercial hirings
- 26.3. Hirers must produce evidence that the required insurance cover is in place at least 7 days before the event.