



Policy Name:	<b>Lettings Policy</b>
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## **1) OVERVIEW**

The Governing Body of Hamworthy Park Junior School wants to see that the premises at our school are used for the benefit of the whole local community and, in particular, for extended school activities. The education of children is the prime purpose of our school however we believe that the school is a community resource which should be accessible to all.

This statement outlines the policy of our school with regard to letting. It sets out the facilities available, the charges and the responsibilities of the Governors and the Users when the school premises are hired.

The use of our school premises at all times other than during the school day is under the control of the Governing Body of our school (Education Act 2002).

In deciding whether or not to let our premises the Governing Body will also have regard to the likelihood of any damage being caused to the premises, or neighbouring premises, and any nuisance that may arise, as a result of accepting the booking.

In any event, the Governing Body reserves the right to require a reference from the Local Authority or other reputable Hirer, before any booking is accepted.

We will consider letting to any group able to comply with the terms and conditions outlined in this policy. These terms and conditions are clearly stated in our Terms and Conditions of Hire and booking procedure documents, which will be sent out to all hirers at the time of booking.

The final decision on compliance lies with the Governing Body.

## **2) CONDITIONS OF BOOKING**

At present the only area of the school open to community hire is the swimming pool or for associated use, ie: PTA and Trust activities. 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.

1. 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. The Governing Body have the right to vary these terms and conditions at any time.
2. The person signing the application form, on behalf of their organisation, (from now on known as the Hirer) is personally responsible for ensuring that all terms and conditions of our lettings policy are adhered to.
3. The requirements of the Local Authority, on or in connection with, the issue of licenses for public dancing, music or any public entertainment must be strictly fulfilled. As those licenses lay down stringent regulations, it is the responsibility of the Hirer to apply for and acquire the relevant license(s) required.
4. If a Hirer is uncertain as to the application of any of the licensing regulations, he/she should obtain further information from the Licensing Officer of the Borough of Poole.
5. The Hirer shall indemnify and keep indemnified the respective bodies and persons from and against all loss and damage to any property belonging to the Governing Body or the Borough of Poole, that may be sustained or incurred by reason of the permission to use the premises or otherwise arising out of or in connection with such use, including cost of

replacement and reinstatement and the damage to the property of, or the bodily injury or death of any person or persons.

6. 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.
7. 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.
8. 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 24 hours of the event. Any further information required by the Governing Body must be made available on request.
9. No intoxicating liquor shall be brought or consumed on school premises or any part thereof except by recognised organisations. It is the responsibility of the Hirer, on behalf of the recognised organisation, to obtain any necessary license for the sale of intoxicating liquor
10. Public performances
  - a. No musical works in the repertoire of the Performing Rights Society may be performed in public on the premises except on payment to the Society of the appropriate fee, to be organised by the Hirer.
  - b. No 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 the 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 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 shall indemnify and keep indemnified the Governing Body from and against all costs, claims and demands which may be made against the Governing Body for any breach or infringement of copyright.

The Governing Body may cancel any permission granted to use the premises:-

- d. If it should appear that the same or any part thereof will be required for public or official purposes whether of the Borough of Poole or Governing Body or otherwise or by any body or person having a statutory right of user.
- e. If any damage has been caused to the premises or to any property of the Council thereon by reason of any previous use of the premises by the person or body now wishing to use the premises.
- f. If breaches of the requirements of the Borough's licensing conditions in connection with public dancing, music or other public entertainments occur.
- g. If, for any reason, the Borough of Poole deem it necessary or expedient to cancel the license or permit.
- h. If, for any reason, the school or any of its buildings is closed, no compensation shall be payable by the Governing Body, to the Hirer or any other person by reason of such cancellation.

11. No person under the age of 16 years is permitted on the premises without adequate adult care and supervision in accordance with the school's Child Protection Policy based on the Children Act (2004) Safeguarding regulations.
12. The right of access to all parts of the school premises whether or not included in the permission for use is reserved to the Governing Body or any officer authorised by them or any of them and the Hirer shall not obstruct or interfere with this right.
13. Furniture, including chairs, must not be removed from the school premises nor 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 Head of the school.
15. 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.
16. 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.

### **3) CONDITIONS OF USE**

1. 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.
2. 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.
3. 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.
4. No alcoholic drinks may be sold without a license, and this must be shown in advance to the Governing Body.
5. 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 premise for a function.
6. 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.
7. No school staff are permitted to accept hospitality gifts, either cash or in kind, at any time. We request that no gifts of this nature are offered.
8. The School's and Borough's No Smoking Policy must be adhered to at all times.
9. The Hirer must take out **public liability insurance** cover as part of their booking agreement unless proof of equivalent adequate insurance is shown to the school.
10. The Hirer will adhere to all aspects of our lettings policy at all times through the procedure of applying for and accepting a let on our premises.

11. All children will be supervised at all times by their carers except where children are attending an organised group or recognised extended school activity/ies. Hirers should have due regard for the school's Safeguarding Policy.
12. The Hirer's signature on the application form confirms his/her agreement of the above conditions of booking and all other aspects of our school Lettings Policy.
13. The Hirer will adhere to all Health and Safety requirements as required by the school.

#### **ADDITIONAL CONDITIONS OF USAGE – SWIMMING POOL HIRERS**

1. Pool hirers will be allocated a key fob and access codes as required to enter the swimming pool building. This key fob must be returned immediately following the hire period or on cancellation of any booking.
2. The key fob and access codes are for the sole use of the hirer and should not be lent or divulged to any other party.
3. Pool hirers should note that the Period of Hire is to include any time required for changing. The hire period is not for the time in the pool but for the time in the pool building.
4. Additional charges will be made to the hirer in the event of an incident where the pool water becomes contaminated and the pool requires closure and a backwash.

#### 4) CHARGES FOR SWIMMING POOL HIRE

	Per Hour			Per Half Hour*		
	Income	Vat	Total	Income	Vat	Total
<b>GROUPS WHO ARE HIRING THE POOL FOR PROFIT (SWIMMING CLUBS ETC)</b>	45.00	0.00	<b>45.00</b>	22.50	-	<b>22.50</b>
<b>COMMUNITY REGULAR HIRERS - NOT FOR PROFIT</b>	25.00	0.00	<b>25.00</b>	12.50	2.50	<b>15.00</b>
<b>COMMUNITY REGULAR HIRERS "OVER 60's" NOT FOR PROFIT</b>	20.00	0.00	<b>20.00</b>	10.00	2.00	<b>12.00</b>
<b>1 OFF BOOKING (INC SET UP FEE)</b>	50.00	10.00	<b>60.00</b>	25.00	5.00	<b>30.00</b>
<b>CHARITABLE ORGANISATIONS AND CLUBS (E.G. CUBS, BROWNIES ETC)</b>	25.00	0.00	<b>25.00</b>	12.50	0.00	<b>12.50</b>
<b>SCHOOLS</b>	37.50	0.00	<b>37.50</b>	18.75	0.00	<b>18.75</b>

Please note:

\* **Minimum hire is 1 hour.** Half hour rates only apply if hirer has already booked for the full initial hour

## 5) COMPLAINTS

### WHAT IF THE SCHOOL HAS A COMPLAINT ABOUT OUR GROUP/ORGANISATION?

If the school has concerns about a let the following procedures will be followed:-

- A representative of the Governing Body will verbally raise the concern with the named Hirer.
- The situation will be monitored for two sessions to allow the issues to be addressed.
- If the situation remains unresolved, the Hirer will receive written notification of the concern and a further two sessions allowed in order to address the situation.
- If the matter remains unresolved, the Hirer will receive formal written notice of termination of the booking agreement.

**NB:** If the Hirer blatantly breaks the conditions of usage, the let can be terminated immediately.

### WHAT IF I, AS HIRER, HAVE A COMPLAINT ABOUT MY LET OR BOOKING AGREEMENT?

If you as the Hirer, have a complaint or concern regarding your let, the following procedures should be followed:-

- Talk to the Business Manager and discuss the problem. Allow 5 working days for the situation to be resolved.
- If still unresolved, the Hirer should notify the Governing Body through the Head of School in writing and allow 5 working days for the situation to be resolved.
- If still unresolved, the matter will be placed on the agenda of the next appropriate committee of the Governing Body. (If the concern needs urgent attention, a special meeting of this group will be convened).
- If still unresolved, the matter will be taken to the next full Governing Body meeting and the Hirer will receive a written response from the Chair of Governors detailing the outcome.

### WHAT IF A THIRD PARTY COMPLAINS?

If the school receives a complaint from a third party the Governing Body will be notified of the complaint.

The matter will be investigated by a representative of the Governing Body and a written response will be sent to the complainant in accordance with the school's Complaints Procedure (available on our website)

If any further correspondence is received, the matter will be placed on the agenda of the next appropriate Governing Body committee. A final response will then be sent by the Chair of the Governing Body explaining the final outcome.

### APPEALS

If a Hirer has a letting agreement withdrawn, they have a right to appeal to the Governing Body.



The appeal should be made in writing and will be presented at the next full meeting of the Governing Body.

The Hirer will be informed of any action and/or decision taken by the Governing Body.

The Governing Body's decision is final.

## 6) HIRING PROCEDURES

Upon agreeing to hire school premises, applicants will be issued with the following paperwork:

	GENERAL HIRERS	SWIMMING POOL HIRERS	HIRERS PROVIDING EXTRA CURRICULAR CLUBS TO PUPILS
Booking confirmation from Booking Pro	✓	✓	✓
Swimming Poole Rules and Conditions of Hire	n/a	✓	n/a
Copy of Lettings policy	✓	✓	✓

The person signing the Booking confirmation (from then on known as “the Hirer”) is responsible for all aspects of the letting.

By signing the Booking confirmation, the person signing is acknowledging and agreeing to adhere to all aspects and conditions of our school’s lettings policy.

Upon receipt of the confirmation and required paperwork, an invoice will be raised.

Hirers who provide clubs, or swimming lessons, are required to provide extra documentation. This is made clear in the conditions of hire for these groups, and must be provided before the first session takes place.

The Hirer is required to pay the booking invoice in advance of the date of the letting. *The booking is not confirmed until payment is received.* Any returnable deposit required (i.e. for special functions) must be paid immediately within 72 hours of the date the booking form was sent.

Any requests for amendments to the booking must take place at least 7 days prior to the date of the let. The Hirer must not presume that any amendments will automatically be agreed. A revised booking confirmation will be sent to the Hirer.

### BOOKING TIMES

There will be no access to the premises before the commencement of the period. Hirers must allow sufficient time for preparations before the event when booking the time of the let.

Hirers must have left the premises by the end of the booked period. Sufficient time must be included to allow for clearing away and for all participants to leave the premises by the end of the booked period.

Availability of premises is negotiable. Please contact the school to find out the current hours of access.

### CANCELLATIONS

The school must be notified of any cancellation at least 28 days prior to the date of let. However, notification at the earliest possible time is appreciated.

Where notification of cancellation is given less than 28 days prior to the arranged date of the let, the Hirer will not be entitled to any refund.

Where a cancellation is made by the Governing Body of the school, the Hirer will be entitled to a full refund. The Governing Body will endeavour to notify the Hirer at the earliest

possible moment, however, no guaranteed period of notice can be offered. Regardless of when notification is given to the Hirer, the Hirer will not be entitled to compensation.

**Notes :**

- a. The above conditions apply for cancellation of total or part of a booking.
- b. Where the Hirer makes a permanent cancellation during the course of a letting agreement, the Hirer will receive a refund for any outstanding sessions.

**LETTING PRIORITY CRITERIA**

Bookings are accepted on a first come first served basis however should the situation arise, priorities will be given to the following groups and organisations : -

- Extended school activities
- People living in the school's local community