

Gamston CofE (Aided) Primary School

Lettings Policy

June 2021



This policy is determined by the Management Committee which comprises: Four members of the Governing Body of Gamston CofE (Aided) Primary School, a councillor from Gamston with West Drayton & Eaton Parish Council, a trustee of the Five Villages (Gamston) Trust and an officer of a community group.

To be reviewed by Management Committee annually.

1. Introduction

This Lettings Policy has been agreed by the Management Committee to ensure that the facilities are used in accordance with current legislation, in a safe manner and with due care and respect.

The facilities available to hire are the school hall and the playing field.

The school's delegated budget cannot be used to subsidise any lettings unless it is of direct benefit for pupils. A hire charge is therefore made to meet the costs incurred by the school for any lettings of the premises. This includes caretaking and energy costs. Details of the charges are outlined at point 6.

Any activity taking place in school must not be to the detriment of the children, staff or governors or to the school's Christian ethos. The headteacher and/or governors reserve the right to decline a booking without assigning a reason.

2. Purpose of the policy

- To ensure that the use of the school facilities is properly coordinated and events supported appropriately
- To promote the use of the school facilities by the wider community
- To safeguard the interests of the school and its Christian ethos
- To ensure that the out-of-hours use of the school is not subsidised by the school budget

This policy must be read in conjunction with the conditions of hiring on the reverse of the Nottinghamshire County Council "Application for Use of Premises" form available from the school office (see also Annex 1).

3. Definition of 'Letting'

A 'letting' is defined as any use of the school premises outside normal school hours by either:

- A community group e.g. local music group, sports team
- An individual or group of individuals

A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all our pupils. Use of the premises for parents' meetings, Governing Body meetings, extra-curricular events run by school staff and activities organised by Gamston Parents & Friends Association that are supervised by school staff fall within the corporate life of the school.

All lettings out of normal school hours must be booked through the school office:

Tel: 01777 838631

Email: office@gamston.notts.sch.uk

4. Regular lettings

Bookings are made using Nottinghamshire County Council's Application for Use of Premises form (form CC.110) and Hirers are required to agree to the Conditions of Hiring on the reverse of the form. The person signing the hiring agreement undertakes to ensure that the facility is hired in accordance with these Terms and Conditions of Hire.

All clubs and organisations hiring the premises must hold their own insurance and any necessary licences i.e. entertainment, alcohol etc.

The Hirer warrants to the Governing Body that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £5 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

The Hirer also warrants to the school that it has undertaken a risk assessment and that appropriate safeguarding checks have been undertaken if activities involve children and vulnerable adults. The school reserves the right to request evidence of this upon booking the facilities.

Neither the school, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

All clubs and organisations not using the premises in a suitable manner will be firstly asked verbally to adhere to school policy and practice. If the problem continues the organisation will be warned in writing (or this will take place in the first instance if appropriate). If the problem persists then the organisation will be asked to find alternative accommodation and recompense the school for any damage caused.

5. Occasional Lettings

These are subject to the Nottinghamshire County Council Conditions of Hiring on the reverse of the Application for Use of Premises form available from the school office. The person signing the hiring agreement undertakes to ensure that the facility is hired in accordance with these Terms and Conditions of Hire.

6. Charges for use of facilities

Facility used	Standard charge for first hour	Charge for each additional hour
Hall (200 standing / 150 seated)	£25	£5
Cage *	£12	£6
Playing field *	£20	£6

Conference rate: £100 per half day.

Parish groups/organisations/parents and residents of the parish** for private bookings of more than one hour duration: 25% discount for the first hour only

A deposit of 50% of the agreed hiring charge (10% for regular bookings) is payable at the time of booking.

The balance of the hiring charge must be settled by the Hirer on the day of hire unless prior arrangements have been made. Details of payment methods will be provided at the time of booking.

Notice of cancellation of hiring must be given in writing 7 days prior to the date of hire. Failure to comply with this condition may result in the loss of the deposit.

* The school grounds are available for general community use outside of normal school hours free of charge. Charges shown in the table above are for hiring the field or cage for an event.

** The Parish is defined as the civil parish i.e. Gamston, Eaton, West Drayton, Rockley and Markham Moor.

7. Car parking

Parking will be at the owner's risk.

Cars must not be parked so as to cause an obstruction to the entrance or exits to the school building or car park, or in any way that inhibits the access of emergency services.

It is imperative that access to the gate and fields at the end of Stanboard Lane is not restricted at any time.

8. Items to note in addition to the Nottinghamshire County Council Conditions of Hiring

All safety conditions attached to licences granted in respect of the hiring must be strictly observed. Safety equipment provided within the facility must not be interfered with and all gangways and exits must be kept clear of obstructions at all times. Designated and marked fire doors must also be kept closed at all times. Smoking is not permitted anywhere within the school.

This policy must be read in conjunction with the school's Health & Safety and Child Protection & Safeguarding Policies: www.gamstonschool.co.uk/policies/

The Hirer must inform the Caretaker by telephone call if they are vacating the building earlier than the booked time. The Hirer is responsible for ensuring that the building is secure if leaving early. Telephone number: 07541 219194

The Caretaker will submit an incident report if he/she suspects that the letting or gathering has been used for political purposes not previously authorised by the headteacher, the dissemination of inappropriate material or other purposes which could be reportable under the statutory Prevent duties or which contravenes current legislation in any way.

NOTTINGHAMSHIRE COUNTY COUNCIL – CHILDREN AND YOUNG PEOPLE'S SERVICES
CONDITIONS OF HIRING

1. The hirer shall pay the charge requested.
The Governing Body reserves the right to adjust the hiring charge:–
 - (i) to cover any increases in hiring charges which may occur if an application covers a series of lettings over an extended period, and
 - (ii) to cover an increase in a hiring charge which may occur between the date of the approved application and the date of the actual hiring.
2. The hirer shall ensure during the time these premises are so used that such activities are conducted in an orderly manner and under adult supervision and that the right to use the premises is exercised quietly and in a manner unlikely to cause any annoyance or inconvenience or to become a nuisance to the owners or occupiers of any adjoining or neighbouring property or to the public.
3. For the purpose of a dance or similar function to which the general public are admitted, and at which there may be a large gathering it is the responsibility of the organisers to ensure that the letting is properly controlled by appointed stewards or such other responsible persons to maintain order throughout the whole period of the letting.
4. The hirer shall defray the cost of making good all damage caused to the premises or other property of the School/College and the Council which is in any way attributable to the exercise of this right.
5. The hirer shall be responsible for loss caused to the Governing Body/Council i.e. the hirer shall indemnify the Governing Body/Council and keep it indemnified from and against all costs, charges, claims and demands for injury, loss or damage to persons or to property arising from the exercise of the right howsoever such injury, loss or damage may be caused unless due to any negligence on the part of the Governing Body/Council or their servants or agents.
6. Bookings are taken subject to the school or college premises not being subsequently required by the Council for Parliamentary or Local Government elections and in the event of the school or college premises being so required, the Council will refund to the Applicant all charges made by the Council and already paid by the Applicant, neither the Council nor the Governing Body shall be liable to pay any compensation for any loss incurred by the Applicant.
7. The hirer shall obtain at his own expense all the necessary licences required in connection with the use of the premises for the purposes for which the same is let and to observe and comply with all the conditions attaching thereto.
NOTE: Early enquiries should be made of the appropriate District Council in respect of application for music, singing and dancing licences and licences for stage plays and cinematograph performances. Applicants for music, singing and dancing licences are required to give at least 28 days notice to the Licensing Authority.
A licence is required for the public performance of gramophone records and tape recordings and a licence covering most makes can be obtained from the Phonographic Performances Limited of Evelin House, 62 Oxford Street, London W.1. Applicants are advised that failure to obtain such a licence is an offence against the Copyright Act, 1956.
8. The use of the premises is restricted to finish at 10.00 p.m. unless approval to an extension to 11.00 p.m. has been obtained prior to the letting.
9. The piano must not be moved unless the written permission of the Head Teacher/Principal has been obtained beforehand. Furniture and school/college equipment must not be removed from the school/college premises.
10. The users of the school or college are forbidden to stand upon any desk and seat or upon other furniture or fittings. No fixtures or decorations of any kind requiring nails or screws to be driven into the school or college property are permitted and the premises must be left at the end of the letting in a reasonably clean and orderly condition.
11. No notice, either permanent or temporary, may be affixed to school or college notice boards or displayed on the school or college premises without prior approval of the Head Teacher or Principal.
12. The provision of alcoholic drinks at functions will be left to the discretion of the Head Teacher/Principal in consultation with the Chairman of the Governors. Larger functions or cases where there may be special circumstances, e.g. where it is proposed to sell alcoholic beverage, should be referred to the Director of Education for a decision. The hirer is responsible for arranging for necessary licences.
13. No special preparation may be applied to the floors of the school or college premises for dancing purposes.
14. Stiletto heels, studded shoes and other types of footwear likely to cause damage to floors of the school or college premises are not permitted. It is expected that the organisers of functions for which the premises are hired will draw attention to this ban by means of a suitable notice on the programme, ticket or invitation issued for the function.
15. No payment should be made to the Caretaker, who will receive this fee direct from the Council.
16. In the event of the premises not being used after approval has been granted, the Applicant will be responsible for payment of the caretaker's fee if written notification of cancellation is not received by the appropriate Area Education Officer or Head Teacher/Principal at least 24 hours before the approved time of letting.
17. The Governing Body/Council do not accept any liability in respect of the parking of any vehicle at the school or college premises connected in any way with the Applicant or the letting of the premises during the letting period.
18. The Governing Body/Council accept no liability for goods and personal effects left on its premises by the hirer, its servants or agents, or by any user of the premises.
19. The Applicant may not sublet or assign the benefit of any letting of the school or college premises without the knowledge of the Head Teacher/Principal and will be held personally responsible for the observance of these conditions.

Additional Conditions for the Hiring of Outdoor Sports Facilities

20. The hirers shall at the expiration of the hiring remove everything brought by them on to the school/college site shall leave it in a clean and orderly condition.
21. Where jumping pits are used, the hirers shall provide their own rakes and shovels for levelling the sand.
22. The hirers shall be responsible for keeping visitors off all sports facilities, other than those hired, particularly cricket squares, hard porous and synthetic areas, shrub borders, trees, etc.
23. No vehicle shall be parked on or taken over the grass, sports facilities or borders.
24. The Head Groundsman is responsible for the pitches and he will decide if they are fit for play. The hirer should consult the Head Teacher/Head Groundsman if in doubt.
25. Children and Young People's Services or the Governing Body may cancel the hiring on occasions where it is of the opinion, for any reason whatsoever, that it would be potentially dangerous to allow the activity to continue.
26. Where there are special conditions of hire relating to a particular activity the hirer must comply with those special conditions.
27. In the event of a breach of any of the conditions of hiring (including any special conditions of hire relating to a specific activity) Children and Young People's Services or the Governing Body may determine the hire forthwith.