



Lettings Policy

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SCHOOL POLICY ON THE HIRING OF SCHOOL PREMISES

Introduction

It is the policy of **FURZE PLATT SENIOR SCHOOL** to maximise the use of the School for the benefit of the local community without detriment to the school or its site. To this end groups and individuals may hire certain parts of the School's facilities, subject to availability and in accordance with the terms and conditions for hire as determined by Furze Platt Senior School.

RBWM sports and leisure facilities are excluded from this policy.

For performance hire of the Theatre, further terms and conditions apply. Please see the Theatre Performance Hire guide.

The Headteacher or a representative will arrange for the necessary accounting and administrative procedures in accordance with Furze Platt Senior School's Financial Regulations.

Charges for a Hiring

Furze Platt Senior School is responsible for setting the charges for the hiring of the School premises.

Charges will be reviewed on 1st April each year. The level of charges will be determined by the type of user and proposed function:

- for groups using the School for a regular letting (at least 8 times per term, booked in advance)
- for single functions

Application to Hire

Application to use the School premises should be made by contacting the School in the first instance, a minimum of 21 days before the proposed event.

The Headteacher will resolve any conflicting requests for the use of the premises, **with school functions always receiving priority.**

The Headteacher is responsible for the management of lettings, in accordance with the School's policy, but the Headteacher may delegate all or part of this responsibility to other members of staff, whilst retaining overall responsibility.

Furze Platt Senior School has the right to refuse an application and no letting should be regarded as 'booked' until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed in writing.

For regular lettings, the named individual applying to hire the premises will be invoiced monthly for the cost of the letting. For a one off hire, full payment in advance will be required.

All hiring fees will be paid into the School's bank account to offset the costs of services, staffing etc.

Deposits

The school has the right to request a deposit (usually 10%) appropriate to the type of letting. In the event of damage to school property or equipment, or in the event of additional cleaning being required, the deposit will be adjusted accordingly and only the balance, if any, refunded to the hirer. If the additional costs exceed the deposit an additional invoice for the balance will be issued.

Contravention of any of the terms and conditions may result in the deposit being withheld.

Termination of Hire Agreement

The Headteacher has the power to terminate any hire agreement relating to the hire of the school premises with immediate effect, in accordance with the terms and conditions of the agreement attached.

School's Representative

One of the School's site team will be the School's representative on during functions Hirers should liaise with concerning specific requirements such as setting out chairs, equipment etc.

The site team member has authority to take any necessary action to protect the School's interest during any particular letting.

Equality Act 2012

No hirer should be refused on the basis of any of the 9 protected characteristics identified by the Equality Act 2012:

- sex
- race
- disability
- religion or belief
- sexual orientation
- gender reassignment
- pregnancy or maternity
- age
- marriage & civil partnership

Health and Safety

It is a requirement of the School that all hirers carry a mobile phone which is in full working order and switched on at all times while on the premises in case there is a need to contact the emergency services. A mobile contact number for the School's representative will be provided to all hirers in case of emergencies.

The maximum number of people in any designated area at any one time should not exceed that agreed.

TERMS AND CONDITIONS OF HIRE OF THE SCHOOL PREMISES

The “hirer” shall be the named individual on the hire agreement and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

Status of the Hirer

Lettings will not be made to persons under the age of 18.

The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the School to them or of creating any tenancy between the school and the hirer.

Disclosure Barring Service (DBS) Checks

It may be necessary for the hirer to undergo a criminal records check via the Disclosure Barring Service (DBS). If a particular letting involves contact with children and young people, it is the responsibility of the hirer, as advised by the Headteacher, to ensure that they have complied with any relevant Safeguarding Children Board requirements to establish the requirement for necessary checks.

The school will require a statement from the hirer confirming their personnel/volunteers have DBS clearance. A copy of the groups safeguarding policy will also be required.

When there is a requirement for DBS check to be undertaken, the hirer must keep appropriate records in line with the DBS Code of Practice and report to the School any safeguarding concerns which may arise.

The hirer will be required to provide evidence that DBS checks have been carried out on request.

Indemnity and insurance

Lettings are made on the agreement that Furze Platt Senior School is indemnified by the hirer against any loss, damage, costs and expenses during the use of the School premises by the hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the School.

The hirer shall insure with a reputable insurance office approved by Furze Platt Senior School, against such funds as the hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents or any person resorting to the premises by reason of the use of the premises by the hirer.

Unless specifically agreed by Furze Platt Senior School, the insurance cover shall provide a limit of indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the hire of the premises.

The hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the School within seven days of a request.

The School will not be responsible for any injury to persons or damage to property arising out of the letting of the premises. If appropriate evidence is not provided, insurance will be provided via the policy arranged through Furze Platt Senior School and the hirer will be charged an additional premium of 10.5%. This must be paid in full before commencement of the letting.

Statutory Requirements

The hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the School premises or which would, or might, vitiate in whole or in part any insurance effected in respect of the premises from time to time.

Licenses and Permissions

The hirer shall be responsible for obtaining any public licences necessary in connection with the booking and should confirm with the School the licences they hold.

Permission or licence must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premises Licence authorising entertainment, or by applying for a Temporary Event Notice.

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder, except in certain circumstances. Any infringement of this is liable to prosecution.

The Headteacher must be given at least four weeks' notice of a stage play production. The hirer must obtain a Temporary Event Notice from the local licensing authority. The requirement is for the notice to be received by the licensing authority and the police a minimum of 10 working days before the planned event, but not including the day of the delivery of the notice or the day of the event.

The hirer will be required to obtain a Temporary Event Notice under the Licensing Act 2003 for any event where alcohol will be sold.

For more information or assistance on licensing please contact the Licensing Section at the Royal Borough of Windsor and Maidenhead:

The hirer shall indemnify the school against all sums of money which the School may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

Public Safety

All conditions attached to the granting of the licence, stage play or other licences and the school's health and safety policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times;
- the emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes;
- fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose;
- the fire brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Headteacher;
- the school will issue all hirers with the Fire Evacuation Procedure and the hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available;
- performances involving danger to the public shall not be permitted;

- highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc) shall be undertaken or erected without the consent of the School or Headteacher;
- no unauthorised heating appliances shall be used on the premises;
- all electrical equipment brought into the building shall be subject to regular PAT testing. The intention to use any electrical equipment must be notified on the hire application form. Furze Platt Senior School disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment;
- adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, scouts etc;
- For health and safety reasons, the maximum number of people in any designated area at any one time should not exceed that agreed.

The Hirer's Responsibilities

- The hirer must inform the school of any fault, damage or other problems with the premise or equipment encountered during the hiring;
- No parts of the premises are to be used otherwise than for the purpose of the premises requested;
- No part of the premises requested is to be used for any unlawful purpose or in any unlawful way.

Own Risk

It is the hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

Health and Safety

It is a requirement of the School that all hirers carry a mobile phone which is in full working order and switched on at all times while on the premises, in case there is a need to contact the emergency services.

First Aid Facilities

It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the School to provide first aid facilities and use of the School's resources is not available.

Furniture and Fittings

Furniture or fittings shall not be removed or interfered with in any way. Nor shall they be re-arranged except by prior agreement and will be subject to reinstatement at end of each session of use. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the School fabric, are permitted. Any premises used should be kept clean and tidy and hirers should ensure no property is damaged. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any reparation required.

Rubbish

The hirer must comply with the School's arrangements for disposal of any rubbish or waste materials and it is the responsibility of the hirer to remove **all** rubbish and waste from the premises at the end of the letting.

No substance is to be applied to hall floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

Food and Drink

No food and drink may be prepared or consumed on the property without the direct permission of the Headteacher in line with current food hygiene regulations.

Intoxicating Liquor

Intoxicating liquor may only be permitted to be bought, sold or consumed on the premises if the appropriate Temporary Event Notice (Licensing Act 2003) has been obtained from the local authority.

Smoking

The whole of the school premises, which includes the grounds, is a non-smoking area, and smoking is not permitted.

Fireworks

No fireworks may be brought onto the school premises and no fireworks must be let off on the school premises or in the neighbouring vicinity of the school.

Betting, Gaming and Lotteries

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

Stage Lighting/Sound/Equipment

Third parties shall only be permitted to use the theatre lighting and sound equipment either where a school technician is available or if permission is obtained from the school. School technicians are subject to additional cost. Further terms and conditions of theatre hire can be found in the Theatre Performance Hire Guide.

Nuisance/Disturbance

Hirers and organisers of events on the school premises are responsible for ensuring that the noise level of their functions does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property. This includes the use of horns, drums or other musical instruments.

Dogs

Except in the case of trained guide-dogs for the blind and hearing dogs for the deaf, hirers are not permitted to bring animals onto the school premises.

Rules

The hirer shall comply with any rules and regulations which Furze Platt Senior School shall make from time to time.

Charges and Cancellations

The hirer acknowledges that the charges are as set out in the hiring agreement including any review arrangements specified. The letting may be cancelled, provided that in each circumstance a minimum of 7 days' notice is given on both sides. The School reserves the right to give shorter notice in exceptional circumstances. It is the hirer's responsibility to notify people appropriately of any changes in dates or venues at least a week in advance.

Furze Platt Senior School will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the School of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, oil shortage, failure of electricity/gas supply). The decision of the Headteacher, as to whether a letting should be cancelled shall be binding on the hirer.

Sub-Letting

The hirer shall not sub-let the premises, underlet or share possession with any other parties.

Loss of Property

Furze Platt Senior School cannot accept responsibility for damage to, or the loss or theft of, the hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required.

Car Parking

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the School. **In particular the hirer must ensure that access to the School by emergency vehicles is not obstructed or delayed.** Where parking accommodation is available, this must be used, and users of the School should avoid undue noise on arrival and departure. The School accepts no responsibility for any damage to vehicles parked on its premises, however caused.

Right of Access

Furze Platt Senior School reserves the right of access to the premises during the hiring for emergency or monitoring purposes. (The Headteacher, or members of the Leadership Team may monitor activities from time to time.)

Vacation of Premises

The hirer shall ensure that the premises are vacated promptly at the end of the hiring session. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. Delays in leaving the property could incur additional charges.

Relocation

Furze Platt Senior School may need to relocate a letting to a different area if necessary.

Complaints

Any complaints arising from a hiring agreement should be directed to the Lettings Administrator in the first instance.

Contravention of any of the terms and conditions may result in the deposit being withheld