



**Happy children; happy school.
Achieving excellence in education.**

Lettings Policy

Responsibility Resources Governors
Resources next review 2023

Lettings Policy Lavendon School

1. Introduction

The management of the school premises is vested in the Governing Body of the school, subject to the Directions of the Local Authority under the Education Act 1993. The Governing Body's powers and composition are defined in the Instrument and Articles of Government, a copy of which, along with a copy of the LA's Directions may be obtained from/consulted at Lavendon School. The Governing Body is empowered to make rules governing the use of school premises, or to withdraw or amend them.

2. Use of Premises

Use of the school's premises and its facilities is subject to the following rules and, in the case of hirers, to certain standard conditions incorporated in the hiring agreement. A copy of the schools Standard Conditions for hire of School Premises is attached in Appendix 1. Charges for hire of School Premises is attached in Appendix 2.

3. Equal Opportunities

The premises shall be available to all members of the community regardless of race, colour or nationality, sex, religion, sexual orientation, marital status, disablement.

4. Applying to Use the School

- a. Application for use of the School or the School Car Park shall be made to the Headteacher at least 21 days before the event. A copy of the Schools Standard Conditions for Hire (Appendix 1) will be provided to all hirers.
- b. There should be a named person in attendance at the letting who is either a member of staff, school governor, school caretaker, or a Lavendon School Association member who should have access to the school telephone for use in an emergency.
- c. Adults or children should not have access to classrooms during lettings unless agreed in advance with the headteacher.
- d. The right to refuse any application for the use of premises is reserved to the Governing Body, or the Headteacher acting on its behalf.
- e. The Headteacher or Chair of the Governing Body shall have immediate power to terminate any agreement relating to the hire of the school premises if it is considered that the Hirers have in any way damaged the buildings, fittings, fixtures or furniture, or have subjected them to undue wear and tear or are in any way guilty of a breach of these rules of the Hiring Agreement. Such termination will not release the Hirer from any obligations or affect any rights or remedies the Governing Body or the LA may have.
- f. The Governing Body reserve the right to refuse any application for the hire of school premises, unless directed by the LA under its Directions on the Use of School Premises Out of School Hours, or national legislation.
- g. Hirers who are providing activities for children need to have DBS clearance which must be shown to the headteacher.

5. Hours of Opening

Facilities at the school are normally available for the use of outside hirers between the hours of 6.00pm and 9.30pm on weekdays, and 9.00am and 11pm at weekends. In exceptional cases, these hours may be extended on application to the Headteacher.

6. Maximum Capacity

The school hall has maximum capacity of 80 seated (these figures include helpers and performers,) and on no account shall these figures be exceeded.

7. Safety Requirements

The School has not been granted a public entertainment licence. 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 to its contents. In particular:

- a. obstructions must not be placed in gangways or exits, or in front of emergency exits, which must be available for free public access and egress at all times;
- b. the emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes;
- c. fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose;
- d. the Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Headteacher;
- e. performances involving danger to the public shall not be permitted;
- f. 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 Governing Body;
- g. no unauthorised heating appliances shall be used on the premises;
- h. Hirers are expected to provide their own first aid box or request one from the school. The Headteacher shall be informed immediately of any incident;
- i. all electrical equipment brought into the building shall comply with the Electricity at Work Regulations 1989. The Governing Body and the LA disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment;
- j. The school and its grounds are a no smoking area and this must be observed during lettings.

8. Supervision

The HIRER and persons in charge or on duty shall have been informed of the procedure for evacuation of the premises and shall be familiar with the fire-fighting equipment available.

9. Intoxicating Liquor

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the express permission in writing of the Head or the Chair of the Governing Body. Written consent must also be obtained prior to seeking any Occasional Licence or Permission for the sale of alcoholic liquor.

10. 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.

11. Other Licences and Permissions

Permission or licence must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher of 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.

The Headteacher must be given at least four weeks notice of a stage play production. The Hirer must obtain the appropriate licence from the local council, which requires three weeks notice.

It is the responsibility of any user, which uses recorded music in its activities to check if it requires a licence from Phonographic Performances Ltd. (PPL) and, if so, to obtain one.

Any user performing live music is responsible for checking whether a Performing Rights Society (PRS) licence is required. Details must be kept of the works performed.

Public music, singing and dancing can only take place on premises that have an entertainment licence which the Hirer must obtain from Milton Keynes Council.

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

12. Storage

The permission of the Governing Body must be obtained before goods or equipment are left or stored at the School, except that the Headteacher is authorised to grant permission for the overnight storage of goods and equipment brought to the School for a particular function or event.

13. Loss of Property

The Governing Body and Milton Keynes Council cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects.

14. 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 provided and available, this must be used, and the users of the school should avoid undue noise on arrival and departure.

15. Nuisance

- a. Litter shall not be left in or about the school premises.
- b. Except in the case of trained guide-dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises.
- c. Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their functions does not interfere with other activities within the building and not cause inconvenience for the occupiers of nearby houses and property.

16. Block Bookings

Block Bookings, period bookings or bookings more than 3 months in advance will only be accepted provisionally. The Governors reserve the right to refuse any applications or to terminate a booking with reasonable notice (normally no less than 15 working days.)

17. Care of the Premises

Premises are let as they stand and no alterations or additions shall be made to lighting, heating, seating, fittings, fixtures or other arrangements of the accommodation except with the express permission of the Governing Body.

Any special arrangements for example for seating must be requested in the application and any additional costs incurred by the school paid for by the Hirer.

No bolts, screws, nails, tacks or adhesives, shall be driven into, or used on, any part of the premises; other than for materials displayed on boards provided specifically for that purpose.

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in the school buildings.

18. Caretaking

The charges made for the use of the premises will normally be inclusive of all payments for the caretaker, or other staff of the school.

The school must be left tidy after use. Should the premises require more than half an hour cleaning/caretaking time after letting, hirers will be charged the full extra cost. No allowance has been made for this in the quoted total charge given.

The hirer shall accept full responsibility for reimbursement to Milton Keynes Council for any additional staffing costs resulting from the use of premises or grounds by the Hirer and the costs of reinstating grounds or reinstating, repairing, or replacing any part of the accommodation or any property in or upon the accommodation which is damaged, destroyed, stolen or removed during the letting. The Hirer shall undertake to accept as final and conclusive the decision of Milton Keynes Council as to the fact of any such loss, injury, or destruction and as to the amount of such expenses.

19. Indemnity and Insurance

Lettings are made on the understanding that Milton Keynes Council and Governing Body are 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 Milton Keynes Council or the Governing Body.

The Hirer shall insure with a reputable insurance office approved by Milton Keynes Council, 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 persons resorting to the premises by reason of the use of the premises by the Hirer.

Unless specifically agreed by Milton Keynes Council, the insurance cover shall provide a limit of indemnity of not less than £2,000,000 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 Headteacher, Governing Body or Area Education Office within seven days of a request.

The Hirer must ensure such fire, health and safety and other precautions as are required by the Governing Body are properly implemented and observed. The Hirer must complete an Accident Report Form in respect of any accident occurring during a letting and report it to the Headteacher as soon as possible.

20. Elections and Parish Council Meetings

In accordance with the Local Government Act 1972, school premises must be made available for Local, National Parliamentary and European Parliamentary Elections and to meetings of Parish Councillors if required (SI 1994 No 748 Regulation 2)

Charges made in the circumstances may relate only to costs incurred by the letting in respect of heat, light, caretaking and cleaning costs.

21. Policy Review

This policy will be reviewed every three years.

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| Date Agreed: | February 2021 |
| Signed: | |
| Review Date: | Spring 2023 |

Lavendon School – Standard Conditions for hire of School Premises

1. There should be a named person in attendance at the letting who is either a member of staff, school governor, school caretaker, or LSA member who should have access to the school office telephone in an emergency. A key will be provided.
2. The Headteacher or Chairman of the Governing Body shall have immediate power to terminate any agreement relating to the hire of the school premises if it is considered that the Hirers have in any way damaged the buildings, fittings, fixtures or furniture, or have subjected them to undue wear and tear or are in any way guilty of a breach of these rules of the Hiring Agreement. Such termination will not release the Hirer from any obligations or affect any rights or remedies the Governing Body or the LEA may have.
3. The school hall has maximum capacity of 80 seated (these figures include helpers and performers,) and on no account shall these figures be exceeded.
4. The School has not been granted a public entertainment licence. 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 to its contents. In particular:
 - a. obstructions must not be placed in gangways or exits, or in front of emergency exits, which must be available for free public access and egress at all times;
 - b. the emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes;
 - c. fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose;
 - d. the Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Headteacher;
 - e. performances involving danger to the public shall not be permitted;
 - f. 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 Governing Body;
 - g. no unauthorised heating appliances shall be used on the premises;
 - h. the First Aid box shall be readily available to all users of the premises. It is located in the food preparation area. The Headteacher shall be informed immediately of any incident;
 - i. all electrical equipment brought into the building shall comply with the Electricity at Work Regulations 1989. The Governing Body and the LA disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.
 - j. The school is a no smoking area and this should be observed during lettings.
5. The HIRER and persons in charge or on duty shall have been informed of the procedure for evacuation of the premises and shall be familiar with the fire-fighting equipment available.

6. No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the express permission in writing of the Governing Body, whose written consent must also be obtained prior to seeking any Occasional Licence or Permission for the sale of alcoholic liquor. In the case of regular hirers such as the Lavendon School Association this permission would be automatically granted.
7. 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.
8. Permission or licence must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher of 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.

The Headteacher must be given at least four weeks notice of a stage play production. The HIRER must obtain the appropriate licence from the local council, which requires three weeks notice.

It is the responsibility of any user, which uses recorded music in its activities to check if it requires a licence from Phonographic Performances Ltd. (PPL) and, if so, to obtain one.

Any user performing live music is responsible for checking whether a Performing Rights Society (PRS) licence is required. Details must be kept of the works performed.

Public music, singing and dancing can only take place on premises that have an entertainment licence which the Hirer must obtain from Milton Keynes Council.

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

9. The permission of the Governing Body must be obtained before goods or equipment are left or stored at the School, except that the Headteacher is authorised to grant permission for the overnight storage of goods and equipment brought to the School for a particular function or event.
10. The Governing Body and Milton Keynes Council cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects.
11. 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 provided and available, this must be used, and the users of the school should avoid undue noise on arrival and departure.
12. Litter shall not be left in or about the school premises.

13. Except in the case of trained guide-dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises.
14. Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their functions does not interfere with other activities within the building and not cause inconvenience for the occupiers of nearby houses and property.
15. Block Bookings, period bookings or bookings more than 3 months in advance will be accepted. However the Governors reserve the right to terminate a booking if the Hirer breaks the terms of the conditions of lettings or in the case of "force majeure" situations.
16. Premises are let as they stand and no alterations or additions shall be made to lighting, heating, seating, fittings, fixtures or other arrangements of the accommodation except with the express permission of the Governing Body.
17. Any special arrangements for example for seating must be requested in the application and any additional costs incurred by the school paid for by the Hirer.
18. No bolts, screws, nails, tacks or adhesives, shall be driven into, or used on, any part of the premises; other than for materials displayed on boards provided specifically for that purpose.
19. Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in the school buildings.
20. The school must be left tidy after use. Should the premises require more than half an hour cleaning/caretaking time after letting, hirers will be charged the full extra cost. No allowance has been made for this in the quoted total charge given.
21. The hirer shall accept full responsibility for reimbursement to Milton Keynes Council for any additional staffing costs resulting from the use of premises or grounds by the Hirer and the costs of reinstating grounds or reinstating, repairing, or replacing any part of the accommodation or any property in or upon the accommodation which is damaged, destroyed, stolen or removed during the letting. The Hirer shall undertake to accept as final and conclusive the decision of Milton Keynes Council as to the fact of any such loss, injury, or destruction and as to the amount of such expenses.
22. Lettings are made on the understanding that Milton Keynes Council and Governing Body are 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 Milton Keynes Council or the Governing Body.

23. The Hirer may wish to ensure with a reputable insurance company 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 persons resorting to the premises by reason of the use of the premises by the Hirer. Unless specifically agreed by Milton Keynes Council, the insurance cover should provide a limit of indemnity of not less than £2,000,000 in respect of any one incidents and to include liability for the premises including liability for fire and explosion risks arising from the hire of the premises. If the Hirer is not covered by such a policy then the School's own insurance policy does cover all third party hirers.
24. The Hirer must ensure such fire, health and safety and other precautions as are required by the Governing Body are properly implemented and observed. The Hirer must complete an Accident Report Form in respect of any accident occurring during a letting and report it to the Headteacher as soon as possible.

Charges for Hire of School Premises

For private and commercial bookings:

Caretaker opens and closes: £25 for the first hour
£20 per additional hour

Caretaker stays on premises: £30 for the first hour
£25 per additional hour

For Local and Charitable Organisations:

Caretaker opens and closes: £ 20 for the first hour
£ 15 per additional hour

Caretaker stays on premises: £25 for the first hour
£20 per additional hour

Lettings to the Lavendon School Association shall be free.

Alternative charges will be decided on a case by case basis, subject to approval from the Headteacher and Resources Committee.

The charges made for the use of the premises will normally be inclusive of all payments for the caretaker, or other staff of the school.

For use of Car Park only:

Evenings:

Private & Commercial bookings: £20

Local & charitable organisations: £15

Daytime Weekends:

Private & Commercial bookings: £30

Local & charitable organisations: £25