



# **Wansdyke School Lettings Policy**

## **Definitions**

A letting is an arrangement to allow an external body temporary use of the school's grounds, premises or facilities. It should not extend for more than a year, although it can be renewed annually. The arrangement should not give exclusive or extended use of the buildings.

## **Aims**

- To enhance integration with the local community
- To make the school's facilities available to the local community
- To generate income

## **1. Introduction**

The Governing Body recognises the role of the school within the community and encourages the use of the School's grounds and premises for a variety of community and leisure purposes.

The Governors will not let the school premises to any individual, group or organisation whose practices:

- are contrary to the vision and values of the school,
- may jeopardize the safety of any member of the school community
- may cause damage to school property
- may damage the good reputation of the school

Governors will adhere to and seek advice regarding their responsibilities under the Equality Act (2010) and relevant Human Rights legislation.

Use of the school grounds and premises by the school or on behalf of the school (e.g. FOWS) are not subject to the charging elements of this policy.

## **2. Safeguarding Children and Child Protection**

Where school grounds and premises are let to other organisations, the Governing Body will seek assurance that the hirer has appropriate policies and procedures in place in regard to safeguarding children and child protection, and that there are arrangements for the hirer to liaise with the school on these matters where appropriate.

## **3. Categories of Lettings**

The use of the school grounds and premises is divided into the following two categories:

- Schools, Charity and Community
- Commercial

#### **4. Availability of Grounds and Premises**

The Governors wish to maximise the use of the school premises with due regard given to the day-to-day running of the school and the safety of students. During term time, (Monday – Friday, 8.30am - 4.00pm) the school premises will be unavailable. Applications for the use of premises at all other times will be considered, subject to suitable key-holding arrangements being available.

The Governors wish to promote the use of the school's grounds for both learning and leisure activities. Rates will be chargeable according to the level of supervision required, access to indoor facilities (whereby key holding charges will apply) and the use of school equipment and/or utilities

#### **5. Charges**

The Governing Body reserves the right to make a charge for the use of the school grounds and premises. The charge will vary according to the category of the letting as laid out in Appendix A

#### **6. VAT**

VAT is normally chargeable on lettings of sports facilities (a concession may be available from H.M. Revenue & Customs if certain conditions are met) and for refreshments

#### **7. Application Procedures** (further details in Appendix B)

a) Completed application forms, available from the school, must be submitted to the School Business Manager at least four weeks before the first day of the proposed letting. In the case of block bookings, four weeks notice should be given. The booking acceptance will be confirmed by the return of a copy of the booking form to the Hirer. Applications will not be considered unless submitted on the correct form.

b) All applications will be considered on their merits, taking into consideration the suitability of the activity and the availability of school personnel and/or resources to accommodate the request. The Governing Body reserves the right to:

- refuse applications without giving a reason
- have a representative present at any function
- terminate any activity not properly conducted without notice.

c) Letting fees are reviewed annually by the Governing Body.

## **8. CONDITIONS OF USE**

### **A. Security of the Premises**

During term-time between the hours of 8.30am and 4.30pm, entrance to the school will be via the Main Entrance. All visitors must sign in at Reception. At other times, suitable access and exit arrangements will be agreed at the time of booking. It will be the responsibility of the Hirer to ensure that the school premises are secure during the time they are in use. Hirers will not be provided with keys to the school premises and will be expected to remain on site until the person responsible for locking returns to ensure the school remains secure. This condition does not apply to those hiring the grounds only, and who do not require access to school buildings.

### **B. Use of Facilities**

a) The Hirer will be responsible for the proper use of the school facilities (specialist equipment is not generally available e.g. projectors, TV and video equipment, cookers etc., unless special arrangements have been made at the time of booking) and must take all reasonable precautions to ensure that there is no damage to the fabric of the buildings, furniture and fittings, or school equipment. The Hirer will be responsible for making good any damage to the premises and property. Any precautions required to ensure the users' safety when using equipment are the responsibility of the Hirer. This includes, for example, the provision of information and training in the use of the equipment. In all cases, 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.

b) All mains powered electrical equipment brought onto the premises must be safe and evidence will be required that it has a valid test and inspection certificate (the certificate should be less than one year old for earthed equipment, or less than 4 years old for double insulated equipment).

c) The Hirer must be advised that they cannot rely on the school's risk assessments for any activities carried out during the letting and must complete their own risk assessments, a copy of which must be held by the school

d) Users should acquaint themselves with the Fire and Safety regulations and procedures relating to the area of the premises in use. These will be clearly displayed in each of the designated areas. It is the responsibility of the Hirer to provide first aid equipment and trained personnel. They must also carry out their own fire drills and organise their own fire procedure.

e) Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring.

f) The Hirer must use only that area of the building hired and must observe any instructions given by the school concerning the area available. Any furniture or equipment moved by the Hirer should be returned to its original position at the end of each session. All switches must be left off, apart from utilities isolation switches which must be left on.

g) Toilet facilities are included in all premises lettings.

h) The Hirer is responsible for ensuring that good order is kept on the premises and within the immediate environs of the school, and that the premises are left in a clean and tidy condition.

i) The Hirer will be responsible for ensuring that the group has adequate insurance appropriate to the activities organised.

j) The school reserves the right to levy an additional charge to cover:

- any additional cleaning that may be required after an event;
- the cost of repair of damage to the school fabric or equipment;
- the cost of replacement of any items of school equipment if uneconomical to repair.

k). No telephone is available for emergency use. It is recommended that the hirer considers use of a mobile telephone for use in case of an emergency.

l) Express approval by the Governing Body is required if alcoholic drinks are to be sold or consumed on the premises. The selling of alcohol requires a licence. Unconsumed liquor, bottles, cases, glasses and similar articles must be removed from the premises immediately after the function has ended.

m) Smoking/Vaping is not permitted anywhere in the school grounds or buildings.

n) Animals, other than Guide Dogs, are not permitted anywhere on the school premises unless express written permission is granted by the school.

o) No combustible materials are to be used within the school, except with the express approval of the Governing Body.

p) Hirers will be provided with the name and telephone number of whom to contact in case of emergency and/or the name of the responsible person.

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

The Hirer must report any incidents to the school. A review of the risk assessment for the activity will be required. If the Hirer has produced a risk assessment then the hirer is responsible for undertaking the review and informing the school of any findings that may be relevant. Schools are NOT responsible for undertaking risk assessments for Hirer's activity(ies).

### **D. In the event of fire**

The Hirer will call the Fire Service (if school staff are not present and supporting the activity). All users will evacuate the building via the nearest fire exit and muster at The School Car Park at the front of the Building. Users must not re-enter any building until the 'all clear' has been given by the Fire Service. Fires must be reported to the school

### **E. Licences**

There are a variety of licences that may be required for different types of function. The onus is on the Hirer to ensure which are necessary, and must produce documentary evidence before the letting takes place. The Hirer will indemnify the school and LA against any action brought about by failure to obtain the necessary licence(s). The following categories of letting may require a licence:

- Theatre licence;
- Copyright/Royalty licence;
- Cinematography licence;
- Alcohol;
- Music, Singing and Dancing.

### **F. Insurance**

The Hirer will be entirely responsible for the proper use of facilities and must take all reasonable precautions to ensure that there is no damage to the premises or the fabric of the building, furniture and fittings or any school equipment.

i) The Hirer shall indemnify the School when signing the application form against any claim for bodily injury or loss of damage to property (real or personal) whether belonging to the School or to any other person if the said loss, damage or injury is either caused by the negligence of the user or by the negligence of any other person using the premises hired with the permission of the Hirer.

ii) The effect of i) is that the Hirer will be liable to indemnify the School for any damage which is caused when the premises are being used for a function for which they are let. However, it is only operative if the damage etc. is caused by the negligence of the user or any other person using the premises with the Hirer's permission.

**G.** A copy of the Booking Conditions (Appendix C) will be sent with the application form to the Hirer when the initial enquiry is made.

## **9. Cancellations**

a) By the Hirer:

Cancellations should be made in writing (e-mail is acceptable) at least 2 weeks before the proposed letting, in which case any paid fees will be refunded. If a cancellation is received less than 2 weeks before the proposed letting, the Hirer will remain liable for the standard charges.

b) By the School:

If the school finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 24 hours and, where possible, alternative accommodation will be offered. If this is not possible a refund will be made. The school will accept no liability in respect of commitments incurred by the Hirer due to such cancellations.

## **10. Clear audit trail**

Governors will maintain clear records of their decisions on the charging structure for each letting.

## **11. Policy Review**

This policy will be reviewed by the School Business Manager on an annual basis, in line with the Governors' Policy Review Schedule.

*This policy was reviewed in January 2017 and endorsed by the Full Governing Body at their meeting of 31<sup>st</sup> January 2017*

Signed .....  
(Chair to the Governors)

Date .....

### Lettings Charges with effect from 1/8/2017

Room charges have taken into account the hourly charge for energy and maintenance, based on room size, in order to ensure that no lettings are subsidised by the school's delegated budget.

Hourly Rate	Schools, Charities and Community (not for profit) rates	Commercial and Private Function
1 Hour	£25	£35
2 Hours	£35	£45
3 Hours	£45	£55
4 Hours	£55	£65
5 Hours	£65	£75
6 Hours	£75	£85
7 Hours	£85	£95
8 Hours	£95	£105
9 Hours	£105	£115
10 Hours	£115	£125
Additional Hours per Hour	£10	£10

#### Additional Information

**Key-holder duties:** A supplement of £20 will be added to lettings which include locking up prior to 11.00pm Monday – Friday, and £40 for all lettings where locking up is required after 11.00pm and at weekends/public holidays.

**Cleaning:** The school reserves the right to make a charge for cleaning if the premises are not left clean and tidy by the Hirer

### Lettings Policy: Administrative Procedures and Decision Tree

#### A. Applications for Lettings

1. When an application for a letting is received, the school will complete the details of the fees and send a copy to the Hirer on approval. A copy will be retained by the school as a record of the transaction
2. All applications should normally be addressed to the Office Manager of the school. Following appropriate discussions the Office Manager will present the application to the Business Manager for approval.
3. Lettings will normally be approved by the Business Manager, but a record of such lettings will be presented to the Governors Finance and Premises Committee at their regular meetings. The Business Manager may refer specific types of lettings for consideration and approval by the Governing Body as a whole, particularly those that may have a controversial nature locally.
4. The appropriate charges will then be calculated in accordance with the Lettings Policy Charge sheet (**Appendix A**). A copy of the application form showing the approval and detailing charges to be met will be sent to the applicant and the second copy will be retained by the school.

#### B. Charges

1. Charges will include the use of toilets, and the relevant square metre measurements should be included in the overall area being let when calculating the total charge.
2. Where invoices are raised for lettings, a copy will be kept by the school. Any invoices used will meet the requirements for a VAT invoice, as set out below in paragraph C.
3. Receipts will be given for all fees paid and copies kept in the school's financial records.

#### C. VAT on lettings

All lettings invoices will be processed for VAT according to the regulations.

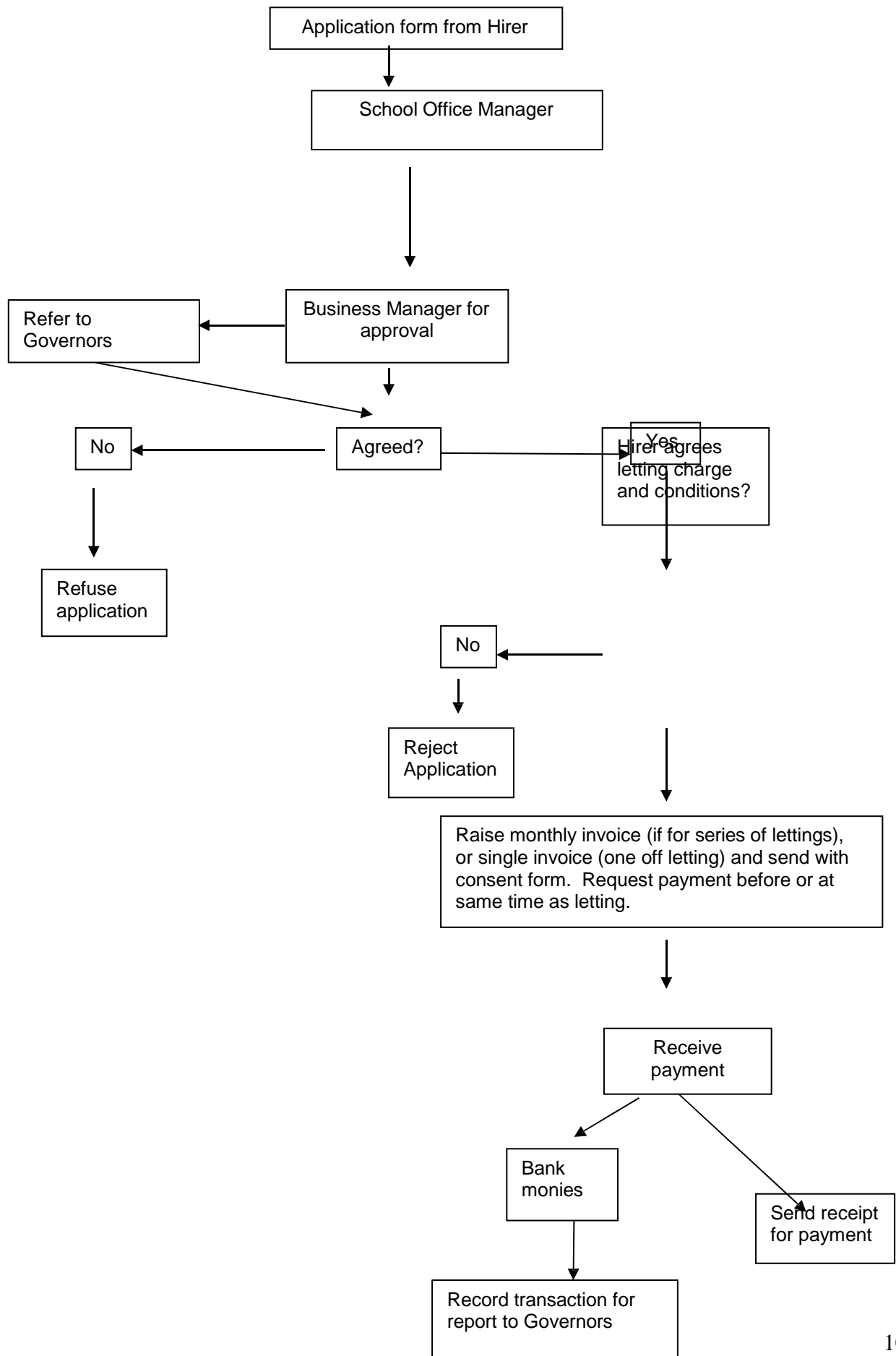


**D. Fee Income**

1. Income must at least cover expenditure.
2. Fees must be received and banked for all lettings.

**E. Lettings Administrator**

1. The School Business Manager will be in overall charge of the administration of the lettings policy and the Office Manager will be involved in the day to day administration of lettings.



**Wansdyke School Terms and Conditions of Letting.**

**A. General**

1. Educational and other statutory requirements take precedence over any other use.
2. Premises are let as they normally stand, and no alterations or additions shall be made to lighting, heating or any furniture and fittings without the consent of the Governors or the School Business Manager.
3. Stage lighting shall not normally be used unless special consent is given and a competent operator is provided. Governors may make a separate charge for this use.
4. All passageways, stairs and exits to which the public has access shall at all times be kept free from obstruction.
5. Posters and placards will not normally be permitted on the premises except by prior consent of the Governors or the School Business Manager.
6. No bolts, screws, nails or tacks or any adhesive fastenings shall be used to fix anything to the wall or for any other purpose.
7. No article of any inflammable or explosive character or any article producing an offensive smell or any oil, electric, gas or other engine shall be brought into the School.
8. Smoking/Vaping is not permitted anywhere on the school site.
9. The hirer shall be responsible for the maintenance of good order and behaviour during the letting. No intoxicating liquor shall be sold supplied or consumed on the premises without the previous consent of Wansdyke School, and, if appropriate, the Licensing Authority.
10. Numbers stated on the hire form should not be exceeded.
11. School Kitchens may only be used with the consent of the school and, if required the attendance of a representative of the school during the letting. Any charges for the use of the Kitchen will be as charged by the school and added to the basic lettings charge agreed by the Governors.
12. Attention is directed to the Childrens' and Young Persons Act 1933 Section 12 (1), which provides that when the number of children attending an entertainment exceeds one hundred, it should be the duty of the person providing the entertainment to provide an effective corps of properly

instructed stewards to see that the number of the children attending does not exceed the proper capacity of the building, and to take all other reasonable precautions for the safety of the children.

13. Consent to the use of the grounds may be withheld if the Governors consider the condition of the grounds are such that additional use may result in the inability of the school to provide sufficient safe playing space to provide for curricular use in accordance with the Standards for School Premises Regulations.
14. Floors of the Assembly Hall, Sports Hall and Arts Centre are used for pupils' physical education and no substance is to be applied to the floors to prepare them for dancing.
15. No footwear liable to damage floors and floor coverings should be worn in the school buildings e.g. football boots with studs. Tables and chairs are not permitted in the Sports Hall. Stiletto heels and marking soles are not permitted in the Sports Hall or Arts Centre.
16. If a piano is hired, the only one to be used is that indicated by the Governors or the School Business Manager. It is only to be used by the person indicated on the booking form.
17. Dogs, other than guide dogs for the blind or hard of hearing, shall not be allowed on school premises unless express permission is granted by the school. If dogs are permitted, the hirer is responsible for hygienic cleaning of the area where necessary.

## **B. Safeguarding and Child Protection**

The Hirer should have clear safeguarding and child protection policies and procedures in place which comply with current Government guidance from DFE.

The Hirer will liaise with the school in the event of any concerns arising about safeguarding children or child protection.

## **C. Fire and Safety Precautions (Site Manager to brief the hirer before the first booking)**

1. The hirer must have a working mobile phone available during the hire and should be aware of the position of escape routes, fire alarms, fire fighting equipment, and the arrangements for emergency assembly areas. Organisers of any activity must also ensure that, as far as possible, an accurate list of those present is available as a roll call in case of fire.
2. Before using the premises hirers are responsible for checking, and Head and Governors for ensuring, that:

- Escape routes are unlocked and unobstructed internally and externally and that all doors are easily and immediately operable from the inside
  - Safety lighting is working satisfactorily
  - Seating and gangways are arranged in accordance with safety rules
  - Fire fighting equipment is available for immediate use
  - The maximum permitted number to be admitted is not exceeded
  - The hirer is familiar with the layout of the building
3. In the event of a fire the person in charge of the hired premises is responsible for the calling of the Fire Brigade when the alarm sounds.
  4. If there is a fire, or the fire alarm sounds, everyone should leave the building by the nearest exit ensuring that all doors are closed after they have been passed through. As part of their evacuation strategy the hirer should make a reasonable sweep of the area within their jurisdiction as long as this does not expose them to any additional hazards or unduly delay the evacuation. All persons should go to the designated assembly area where a check on those present should be carried out – either by using the list of attendees or by individual enquiry. No-one should be allowed to re-enter the building until authorised by the Senior Fire Officer present.
  5. Use of fire extinguishers by hirers is only permitted by those with adequate training in the use of extinguishers. Care should be taken to ensure that the type of fire extinguisher is appropriate for the fire involved. However, fire fighting is always secondary to safety of life.
  6. After the letting the responsible person, whether the caretaker or another authorised person, will check there are no apparent fire risks. At the end of the letting hirers should therefore ensure that all electrical appliances, gas and water taps are turned off, and that isolating switches, where installed, are off. Doors and windows should be closed and any special fire instructions adhered to.

#### **D. Damage to Property**

1. The Hirer shall repay to the School any additional costs, whether for staff or premises, resulting from the misuse and/or damage of the premises and/or grounds resulting from their use by the hirer before, during or after the period of hire if in relation to or because of the hiring.
2. The costs of reinstating grounds or reinstating or replacing any part of the premises or any property in or on the premises and grounds which shall be damaged, destroyed, stolen or removed will be certified by a member of the Royal Institute of Chartered Surveyors whose certificate shall be conclusive.

## **E. Indemnity**

1. Hirers shall indemnify the Governors against all claims, demands, actions or proceedings in respect of goods or clothing or of the death or injury of any person which shall occur during, before or after the period of hire if in relation to or by reason of the hiring. Provided always that this indemnity shall not apply in the event of any negligence on the part of the Governors or School, their agents or employees, or any defects in the premises or of an act of God or the Queen's enemies.
2. The hirer shall obtain insurance against its legal liabilities to third parties, with a limit of indemnity of at least £1 million.
3. Premises shall not be used for any unlawful purpose and there shall be deemed to be implied on the part of the hirer an undertaking with the School strictly to observe all statutory provisions and regulations imposed by the Justices of the Peace applicable to any letting, and to indemnify Wansdyke School and the Governors, their agents and employees from all penalties, damages and costs which they may incur in consequence of an breach or default in complying with such provisions.
4. The hirer shall indemnify Wansdyke School against all claims, demands actions or proceedings arising out of the infringement of copyright, etc during the period of hire.
5. The hirer shall be responsible for ensuring that appropriate licensing requirements are met in respect of a letting at which charges are made for admission and musical works are to be performed vocally, instrumentally or mechanically (see 'Statutory Requirements' below).

## **F. Right of Entry**

1. The Head, Governors and persons authorised by them, shall have free access to the hired premises in the pursuance of their duties and instructions must be given by the hirer for their admission.

## **G. Failure to Observe Conditions**

1. If the hirer shall fail to observe or ensure the observance by others of the provisions of these Terms and Conditions and any Notes attached to them, Wansdyke School may without notice end the hirer's rights under the agreement, and effect the immediate vacation of the premises and/or grounds.
2. Such a termination shall not release the hirer from any of the obligations under the agreement or affect any right which Wansdyke School may

have under the agreement or otherwise and the School shall be entitled to retain any money paid as a deposit and to sue for any balance outstanding.

## **H. Responsibility for Property**

1. Wansdyke School shall not be responsible for goods, materials, clothing, etc., brought into or left in the building by the hirer or persons acting on his behalf.
2. Cars are parked on the school premises at the owners' risk.

## **I. Statutory Requirements**

1. Public music, singing and dancing can only take place in premises that have a Premises Licence, available from the Licensing Officer at Wiltshire Council. Public performances are defined as those to which members of the general public have free access, normally on payment of an entrance fee. Hirers must ensure they obtain such a licence if necessary and that they observe the conditions therein. Amongst other things there will be conditions limiting the hours during which such performances can take place and on the maximum number of persons who can be present in the licensed accommodation.
2. Public performances of stage plays, etc., can only take place in premises that have a Stage Play Licence. Hirers should ascertain whether the premises concerned have such a licence and what its conditions are, particularly in respect of maximum size of audience and seating arrangements.
3. Intoxicating liquor cannot be sold on the premises unless the hirer or person providing the bar facilities has obtained a Temporary Events Notice (TENS). Such a notice must be shown to the School Business Manager before the letting starts. The bar must be placed where young persons under the age of 18 cannot normally gain access. Should such access occur, all liability for any consequences of whatever sort shall be with the hirers.

**APPENDIX D  
WANSDYKE SCHOOL**

APPLICATION FORM FOR USE OF GROUNDS/PREMISES/FACILITIES

**Particulars of Organisation/Club/Private Hirer**

Name of Organisation:

.....

Name and Address of Hirer:

.....

.....

.....

Daytime telephone number:

.....

Evening/mobile number:

.....

Email address:

.....

Purpose of use:

.....

.....

Date(s) required:

.....

Time(s) of use from: ..... to.....

Heating required (in period 16<sup>th</sup> March to 30<sup>th</sup> September): Yes / No



**FACILITIES REQUESTED**

	Please tick as appropriate	Please state any specific requirements (e.g. seating arrangements, layout, flip charts, projector etc.)
For outdoor lettings, please state any resources you may require (e.g. tools, wood, gardening materials etc. for which an additional charge may apply)		
Catering requirements		
Please detail here your catering requirements:		

I agree to the terms and conditions of hiring as submitted to me and will pay the total sum due:

- (a) (for one letting) on receipt of your consent in writing and invoice
- (b) (for a series of lettings) on receipt of your invoice

Date: ..... Signature: .....

**CONSENT**

Your application for the hiring of grounds/premises/facilities has been approved /rejected by the Governors. If it has been rejected a letter of explanation is attached.

The charge\* is £ .....

Date: .....

Signature: .....

Name: ..... on behalf of the Governors  
of Wansdyke School

Note: Additional charges may be incurred for cleaning and any damage  
sustained to school property