

The Friary School

LETTINGS POLICY



Introduction

This policy is designed to provide clarity to the processes and considerations around lettings but the school always retains the right to deny any application.

The policy supports the operational aspects of lettings and the following documents are attached as appendices:

- a) How to make an application for a letting
- b) An Introduction to the Third Party Hirer's Insurance Policy
- c) Third Party Hirer's Insurance Policy - Summary of Cover
- d) Lettings Charges (including equipment for hire)
- e) Application for Letting / Lettings Agreement
- f) Health and Safety Information
- g) Policy Statement

Key Principles

The school premises are provided essentially for educational purposes and must not be let in such a manner as to prejudice their use for this purpose.

The school governors do however encourage the use by the community of the school facilities.

The governors devolve day to day responsibility to the Headteacher for management of lettings.

In practice all letting requests are considered by the Headteacher and School Business Manager prior to a decision being made.

To ensure that community use (lettings) remains compatible with school needs the following conditions form an essential aspect of the Lettings Policy:

- The duration of a letting shall fall within a timeframe acceptable to the school.
- Access to the building is not normally available before 6.30 pm on school days and may not be permitted beyond midnight on any day.
- Apparatus, furniture or equipment belonging to the school shall only be used for its proper purposes and when booked in advance and hirers own equipment should only be used with prior consent. An overnight storage facility for hirers' equipment or props is very limited in space and may not be granted. Events that would involve hirers' stage equipment and scenery remaining in place over a number of days cannot normally be accommodated during term-time.
- The promoters of entertainment and functions to which the public are admitted on payment shall be responsible for completing to the satisfaction of the School Business Manager all formalities in connection with the use of the premises for that purpose. Where the Chief Fire Officer or Licensing Authority require additional facilities for the purpose of a letting (such as "Exit" sign and emergency lighting) which are not already installed, it shall be the responsibility of the Hirer to provide such facilities of an approved type and method of installation.

- Payment for admission shall be deemed to include admission by tickets or programmes or by any other method by which the making of a payment entitles a person to admission.
- No entertainment or function to which the public are admitted shall be allowed unless the premises are licensed for the purpose under the bye-laws of the Lichfield District Council.

The hiring body shall be responsible during the function or entertainment for which the premises are hired for ensuring:

- All safety requirements and recommendations of any licensing authority are complied with.
- Any limitation on the number of persons admitted imposed by any licensing authority or the governors are complied with.
- Suitably qualified persons are employed to be responsible for the supervision of the premises and the conduct of those attending so as to avoid personal danger and damage to the premises.
- Permission shall not be granted for the use of the school for the production of plays or music unless the promoters have given proof either that all royalties or fees for performing rights have been paid or that the publishers have been notified as the case may be.
- Intoxicating liquor shall not normally be brought into nor consumed at the school without the prior consent of the Headteacher. Where such consent is given it is on the understanding that the hirer complies with the licensing laws.
- Compliance with the law forbidding smoking on school premises.
- The hirer shall be responsible for reimbursing the full cost of any damage caused by users to premises, furniture, apparatus and equipment and will be required to indemnify the school against any liability at law in respect of any accident involving death or bodily injury to any person or damage to or loss of any property real or personal and happening consequent upon or in connection with the use of the premises unless due to the negligence / default of the Governing Body, its Servants or its Agents. The Local Authority has an insurance policy which will provide cover for the hirer in certain cases. Full details of the policy, including conditions and exclusions can be found in the Third Party Hirers' Policy - Summary of Cover Document (attached). Where the hirer is a political organisation, a professional promoter, or uses the premises on a commercial / business basis or is unable to satisfy the requirements of the Third Party Hirer's Policy then the hirer will be required to obtain separate third party insurance cover on terms to be approved by the school.
- The parking of vehicles on the school's property shall be permitted in approved areas only on condition that persons bringing such vehicles on to the premises do so at their own risk and that they accept responsibility for any damage to the school's property or injury to any person whether connected with the establishment or not, caused by such vehicles or their presence on the school's premises.
- Any hiring of a playing field may be cancelled without notice if weather conditions or the state of the ground make it likely that unreasonable damage may result from use. Suitable footwear must be worn.
- The Headteacher reserves the right to cancel without prior notice any letting if unforeseen circumstances occur; this includes inclement weather.
- The hiring body shall comply with such additional conditions as the governors may require to be observed for a particular letting.
- The hirer shall not sub-let school facilities to any third party.

APPENDICES:

APPENDIX A - How to make an application for a letting

Contact the school office (telephone 01543 267400 or email office@friaryschool.com) advising on the nature of the letting and the requested date(s) for letting.

Await a response from the school office which should be received within one working week of receipt.

Once agreed in principle a letting pack will be forwarded to the applicant and the appropriate sections (*) must be completed and signed and then returned to the school office for final approval and processing.

() Care must be taken to provide accurate details of the letting requirements and the detail contained within the sections covering insurance must be fully understood prior to making an application.*

Once final approval is granted the school office will contact the applicant to confirm the details of any payments due to the school and to make arrangements for the letting to take place.

Where appropriate, hirers are expected to contact the school to make arrangements with the School Business Manager to finalise the specific requirements of the letting. This will involve a site visit to complete the hazard exchange information as per appendix 1. Any school equipment needed for the letting must be pre-booked in advance of the letting as it will incur additional charges (see details in the section regarding lettings charges). Equipment may not be provided unless it has been pre-booked.

Cheques in settlement of the lettings charges are to be made out to "Staffordshire County Council". An official receipt will be issued.

APPENDIX B - Third Party Hirers' Policy

Introduction:

The Local Authority has negotiated an insurance policy which obviates the need for some individuals, and some organisations to obtain separate third party liability insurance cover which, for certain groups of hirers may be expensive, relative to their limited finances.

The Local Authority 'Third Party Hirers' policy' will not apply in respect of the use of the premises for the following:

- meetings organised by political parties
- professional entertainment promotions
- commercial or business use

Hire of play grounds and playing fields unless as part of a hiring for the school buildings. Where only the playground or playing fields are hired, separate Public Liability Insurance must be in place to protect any legal liability attaching to the hirer.

In addition it should be noted that the policy only applies whilst the individual / organisation is using Local Authority premises.

Where an individual's / organisation's activities are excluded from the Policy, the hirer must have Public Liability Insurance in their own name with a Limit of Indemnity of at least £2,000,000.

The lettings agreement requires hirers to confirm either that their activities fall under the County Council's Third Party Hirers' Policy or that they will provide their own cover.

APPENDIX C - Third Party Hirers' Insurance Policy - Summary of Cover

The policy will indemnify the Insured (the Hirer) against all sums which the Insured shall become legally liable to pay as compensation arising out of:

- Accidental bodily injury or illness (fatal or otherwise) to any person and/or
- Accidental loss of or accidental damage caused to third party property

Details of the policy cover are set out below:

- Persons / Organisations Insured - Individuals and organisations which would not normally be expected to have their own Public Liability Insurance hiring premises owned by Staffordshire County Council.
- Occupations & Activities - The activities of the Insured (see above) at the premises owned by Staffordshire County Council.
- The intention of this policy is to protect the Hirer where a claim of negligence is made against them by a third party.
- The Insurer will indemnify the Hirer in respect of all sums which the Hirer may become legally liable to pay as damages and claimants' costs and expenses for:
 - * accidental injury to any person (other than an employee of the Hirer if such injury arises out of and in the course of employment by the Hirer)
 - * accidental damage to the premises or the contents of the premises subject to the liability of the insurer not exceeding £100,000 in any one claim in respect of legal liability which attaches to the Hirer solely by reason of the agreement that would not have attached in the absence of such agreement.
 - * accidental damage to other property not belonging to nor in the custody or control of the Hirer or of any person in the Hirer's service occurring during the period of insurance arising out of the activities of the Hirer at the premises.

The policy will not apply in respect of the use of the premises for the following:

- meetings organised by political parties
- professional entertainment promotions
- commercial or business use

Hire of playgrounds and playing fields unless as part of a hiring for the school buildings. Where only the playground or playing fields are hired, separate Public Liability Insurance must be in place to protect any legal liability attaching to the Hirer.

The limit of indemnity under the policy is currently £5,000,000.

The policy only applies whilst the individual / organisation is using Local Authority premises.

If any other insurance covers the same loss, damage or liability this insurance will not pay any amount covered by such insurance.

APPENDIX D - Letting Charge (including equipment for hire):

Letting Charges

Area	Area 1	Playground	Playing Field / Pitch	Area 2
Charge	£80	£25	£25	£75

Please note that:

Individual rooms are not available for hire.

Charges are per hour throughout the period of occupancy. If an event overruns additional charges will be applied.

The minimum letting period is 2 hours.

There is a charge of £150 to cover site supervisor and 2hrs cleaning per daily letting. If there is additional cleaning required this will be charged at £15 per hour.

Area 1 comprises the entrance foyer, the theatre, the classroom known as A4 and toilets. The theatre contains up to 310 seats. Up to 6 movable tables and 12 chairs may be requested at no extra cost. Stage size is 8m x 6m. There is an additional class room which can be hired at £50 per booking.

Area 2 comprises access to the Dining Area, at an additional charge of £75 per letting, must be requested if food and drink are to be served as food may not be consumed in carpeted areas. Urns are provided on request in area 2 free of charge.

The following school equipment may be hired, subject to availability, only if requested prior to invoicing.

Additional charges per letting are:

- Baby Piano & Stool - May be available (POA)
- Lighting Board and Lanterns - £70
- Sound System - £70
- Wired Microphone & Stand (each) - £20
- Projector - £20

Further items can be requested through the School Business Manager.

APPENDIX 5 - Application for Letting / Letting Arrangements



Application for Letting & Letting Agreement

I wish to make the application for the use of facilities at your school for the following purpose:

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Details of Letting (please tick relevant boxes)

AREAS REQUESTED:

Area 1		Area 2		Field / Playground	
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Date		Time of Access		Time of Departure	
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EQUIPMENT REQUESTED:

Baby Piano		Lighting Board		Sound System		Stands	
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Microphones		Projector		Chairs		Tables	
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DECLARATION BY HIRER:

I agree to abide by the conditions of letting specified overleaf. Furthermore, I confirm that:

- Public Liability insurance is being provided by the Local Authority Third Party Hirers' Insurance Policy. I can confirm that I have read the summary of cover and fully understand the nature of the insurance being provided including the policy conditions and exclusions which apply.
- Public Liability insurance is not being provided by the Local Authority Third Party Hirers' Insurance Policy. Therefore, I can confirm that I have arranged Public Liability insurance in the name of the individual/organisation hiring the school premises for a limit of indemnity of at least £2,000,000.

*delete as appropriate

Name		Official Position	
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Telephone		Fax	
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Address		Email	
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Signed		Date	
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APPROVED ON BEHALF OF GOVERNORS:

Signed		Date	
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APPENDIX 6 - Health & Safety

Hirers of the premises are required to give due attention to their own Health and Safety and to the Health and Safety of others.

In case of accident or emergency, please contact your designated member staff from The Friary School.

Prior to the letting taking place it is important that the hirer is aware of the following health & safety arrangements:

- It is the responsibility of the hirer to make their own arrangements for the provision of first aid facilities.
- There is a first aid box in the marked cupboard in the theatre projection room. (This only applies to lettings taking place in the theatre).
- Emergency exit routes are signed throughout the school building.

The use of lighting & sound equipment in the theatre is permitted under the letting arrangements but it may only be used by an adult in the following circumstances:

- If prior approval has been given by the Headteacher (via the letting arrangement).
- If he / she has been appropriately trained or is able to demonstrate to the school prior knowledge, understanding and competence in its use.
- After making a visual safety check of plugs and connections.
- Once the appropriate equipment hire fee has been paid.

Equipment brought into school may only be used in the following circumstances:

- If prior approval has been given by the Headteacher.
- If he / she can confirm that it meets the appropriate safety standard and that its condition has been thoroughly checked in line with the regulations governing the periodic testing of portable electrical appliances.
- If he / she can demonstrate competency in its use.
- After making a visual safety check of plugs and connections.

APPENDIX 7 - Hazard Exchange Information for Lettings

Premises Name & Address	
Details of Letting (Eg - Brownies)	
Contact Name	
Contact Telephone Number	

Section 1 - Premises Hazards

The School Business Manager must identify any hazards in the premises which may pose a risk to those letting the premises. Any control measures required to reduce risk must be followed by those letting the premises.

Hazards Identified & Notified to those Letting the Premises	Details / Location & Control Measures to be Taken

** Add more rows if required*

Section 2 - Letting Activity Hazards

Those letting the premises must identify the hazards created by the activity or equipment used which pose a risk to the regular users of the premises or those present during the Letting.

Those letting premises must identify the control measures they will have in place to reduce the risks.

Hazards Identified & Notified to those Letting	Details / Location & Control Measures to be Taken

** Add more rows if required*

The following site arrangements for the letting have been agreed by both parties. Any changes to the letting, such as activities, duration or equipment being brought onto the premises must be reviewed by both parties.

Site Arrangements	Details

Where necessary, both the School Business Manager and the person / group letting the building will be required to exchange written risk assessments.

School Business Manager (signature)	
Representative for those Letting the Premises (signature)	
Creation Date	
Review Date(s)	

Reviewed By	Policies & Procedures Committee	Implementation Date	Oct 2018	Review Date	Oct 2021
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