



# **COURT LANE INFANT SCHOOL AND COURT LANE JUNIOR SCHOOL**

## **Lettings Policy**

**Autumn 18**

<b>Revised by School</b>	November 2018
<b>Responsible Person</b>	I Cordery (School Business Manager)
<b>Responsible Committee</b>	Finance and Resources Committee
<b>Ratified by LGB</b>	
<b>Next Review</b>	Autumn 19

## **THE COURT LANE SCHOOLS**

### An ethos of local partnership

The Court Lane Schools and the University of Chichester Academy Trust share the belief that education has the power to transform society. Our schools are deeply rooted in their locality and encourage the involvement and interest of parents and the community, recognising that strong and vibrant communities have partnership and inclusion at their heart.

### **LETTINGS POLICY**

The Governors of the Court Lane schools will ensure that school facilities are made available to the community served by the school, subject to the school's own requirements, any policy of the University of Chichester Academy Trust and any advice given by the Local Education Authority.

The schools reserve the right to accept or refuse lettings at their own discretion.

### **Charges**

The governing body shall determine the charges to be made for the use of school facilities and these should at least cover the actual costs incurred by the school, including caretaking and other 'indirect' costs. Residual periods of less than half an hour will be charged as half an hour. Charges will be invoiced monthly or termly, by agreement.

Cloakroom, toilets and car parking, shall normally be provided without extra charge, if they are available. Lettings costs will take account of the period to clean school e.g. cleaning toilet areas.

Facilities are normally available to the hirer from ten minutes before the hire period commences until the end of the hire period. This should allow sufficient time for preparation. If a hirer needs longer than this, he/she will need to increase the booking time so there is time for setting up the facilities and for clearing away afterwards.

Lettings for activities of a commercial nature including activities organised by a private individual who charges participants, or private functions will be charged the rate shown on Appendix 3. This will be at least the costs incurred by the school being open and the use of utilities and the cost of the school being cleaned afterwards.

### **Payment Conditions**

The hirer is responsible for the prompt payment of the appropriate charges, as set out in the schedule of charges current at the date of the letting.

A breakages/damage deposit of £150 may be required, but is at the discretion of the Executive Head teacher. The deposit can be paid by cheque, which will be returned at the end of the term or after the booking.

### **Parking**

To be organised by the Hirer in keeping with school's allocated car park facilities and to inconvenience residents as little as possible.

### Maximum Numbers

In order to comply with health and safety and fire regulations the maximum capacity for each venue is as follows:

	Infant School	Junior School
<b>Main Hall</b>	If any seating 200	If any seating
	If all standing 400	If all standing
<b>Small Hall</b>	Not applicable	If any seating
		If all standing
<b>Music Room</b>	If any seating 30	Not applicable
	If all standing 40	

The use of the main school kitchen/servery must be written into the original application and the kitchen may only be used by applying to Portsmouth City Council and the payment of £100 deposit. The small kitchens on each site may be used at the discretion of the Heads of school and must be included on the hire application form. At no time will the use of either school's staffroom be permitted.

### VAT

The University of Chichester Academy Trust is not registered for VAT so no VAT is applicable to the hire charge. Please check with the Director of Financial and Commercial Services if you require further information on VAT.

### Procedure for arranging a hire

The hirer must complete and sign an application form for the hire of facilities (**Appendix 1**).

Once the Head of School has reviewed the application, the applicant will be notified of the approval/rejection of the application.

The hirer must ensure they receive a copy of the conditions of hire at the time of booking (**Appendix 2**). A signed copy of the hire conditions must be returned to the school before the date of the booking. Failure to accept the terms will result in the booking being cancelled and deposits taken will not be refunded.

Once the hire has taken place, the hirer will be invoiced at the end of the month and the invoice will be due for payment within 30 days of the invoice date. Payment can be made by cash/cheque or BACS transfer to the school. The current charges are detailed in **Appendix 3**.

The school's insurance policy does not provide Public Liability Insurance cover to hirers. Hirers must therefore provide evidence of their own insurance on completion of the hire agreement form. Approval of the hire by the Head of School will be subject to seeing this insurance policy. This condition applies to both day and evening use. It is still required when the letting is 'free' or subsidised.

**The Head of School should ensure that hirers have their own insurance to cover themselves against claims for personal injury or damage to/loss of property or any negligent act by persons running the activity, their servants or agents whilst on school premises.**

### **Cancelling a hire**

The school may reserve the right to cancel any hire without notice. However, every effort should be made to give reasonable notice of cancellation to a hirer, and where possible, alternative facilities will be offered. Wherever possible a hirer will be given at least four weeks' notice of cancellation. An exception to this however would be when the circumstances within school make it impossible for the letting to take place.

The school must decide whether a cancellation fee is due when a hirer cancels a hire, in doing so, the school will need to take into account the period of written notice of the cancellation.

### **Caretaking services**

Where use of facilities takes place outside the normal hours of duty of the caretaking staff, the caretaking staff may be invited to work overtime. Alternatively governors may wish to employ other personnel or to appoint other keyholders, although any changes to custom and practice must be agreed with the Site Manager. To avoid any unauthorised use of premises or equipment, the person responsible for security should be informed of the exact extent of the facilities authorised for use by each hirer and the approved time of use. Although not charged for lettings (ie) Site Manager's time, the PTA will always be notified of the actual site management costs. Where excessive caretaking support is needed for a PTA event they may wish to make a contribution towards expenses.

### **Safety**

In relation to activities for children, the hirer must ensure there are sufficient adults present to be in full control of the children throughout the whole period during which they are on the school site. Hirers should also be given guidance on the maximum number that can safely be accommodated.

The Head of School is responsible for ensuring that the person(s) running the activity is both technically competent to run the activity and suitable to be responsible for children, including DBS checks as appropriate. The Head of School is advised to retain a copy on file of any qualifications, references etc.

In accordance with Health and Safety best practice the Head of School/Site Manager/Caretaker/School Business Manager will also ensure that:

- Third parties and other extended service users operate under hire agreements.
- A risk assessment for the activity is completed.
- The premises are safe for use and are inspected prior to, and after each use.
- Means of general access and egress are safe for use by all users.
- All provided equipment is safe for use.
- Fire escape routes and transit areas are safe and clear of hazards.
- Hirers/users are formally made aware of fire safety procedures and equipment.

## **The SEND and DISABILITY DISCRIMINATION ACT**

It is illegal to discriminate against individuals with disabilities or groups catering for those with disabilities when letting school facilities.

### **Monitoring and Evaluation**

This policy is reviewed annually.

**Appendix 1**

**Application for the hire of facilities at Court Lane**

*The application should be sent to the school*

Name and address of applicant to whom correspondence can be sent:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone number \_\_\_\_\_ Postcode \_\_\_\_\_

Name of organisation and position within organisation (if applicable) \_\_\_\_\_

**Facilities required (Please Tick)**

	<b>Infant</b>	<b>Juniors</b>
Main Hall		
Small Hall	Not Applicable	
Music Room		Not Applicable
Meeting Room (please note restricted access due to stairs)		Not Applicable
DT Room with Kitchen	Not Applicable	
Art Room	Not Applicable	
Library		
Classrooms		
Outside Playground		
Community Building	Not Applicable	
Kitchen/Servery*		

\*Use of servery/kitchen requires a separate application to Portsmouth City Council and additional deposit as described in the lettings policy.

Purpose of hire \_\_\_\_\_  
\_\_\_\_\_

Apart from organisers, is the proposed hire exclusively for:

Young persons under 18 or members of YES / NO  
a registered youth group

Older persons group or YES / NO  
adult with disabilities

Date(s) required \_\_\_\_\_ Time from \_\_\_\_\_ to \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Declaration**

- 1 I have read and accept the school's conditions of hire, and agreed to abide by these and any special conditions communicated to me.
- 2 I agree to indemnify University of Chichester Academy Trust (CAT) against any accidents or damage to CAT property or injury to persons, which may be incurred as a result of the hiring unless caused by the negligence or breach of statutory duty of CAT  
**OR** I understand that CAT has taken out a policy of insurance, brief details of which have been supplied to me, which provides an indemnity for my legal liability for accidents, damage and injury.
- 3 I enclose a copy or copies of appropriate qualifications held by the person(s) running the activities (where appropriate) in support of this application.
- 4 I accept that an additional charge may be made in respect of damage caused to the building or school property through negligence or wilful intent.
- 5 I understand that there will be a minimum charge unless there is a concurrent hirer.
- 6 I agree to the payment conditions.
- 7 I am over 18.

Signed \_\_\_\_\_ Name in full \_\_\_\_\_ Date \_\_\_\_\_

**Appendix 1**

This section will be returned to you as confirmation or otherwise of the letting. It is **not** an invoice.

Name \_\_\_\_\_

Address \_\_\_\_\_

Approval is given/not given to your application to hire \_\_\_\_\_ (facilities)

at Court Lane Infant/Junior School on \_\_\_\_\_

The charge will be £ \_\_\_\_\_ # starting at \_\_\_\_\_ hours and finishing at \_\_\_\_\_ hours, unless the minimum charge applies or the period of letting exceeded. An invoice for the actual charge will be issued **after** the hire.

*#Subject to re-check.*



## APPENDIX 2

### Conditions of hire for issuing to the hirer

#### **Court Lane Schools:**

1. In these conditions:  
'School' means the school identified at the head of this document. 'CAT' means the University of Chichester Academy Trust. 'Council' means Portsmouth City Council.
2. Acceptance of conditions  
The hiring of accommodation/facilities/premises is permitted only on the conditions outlined in the following regulations. Acceptance of the hire agreement is deemed to be acceptance of these conditions.
3. Compliance with conditions  
The Hirer (the person or body to whom the hire is granted) shall be responsible for compliance with these conditions.
4. Applications  
Applications for the hire of premises should normally be made at least six weeks in advance. In general, reservations will not be accepted for dates more than twelve months in advance, except for special events such as those needing extensive preparations.
5. The Hirer shall satisfy himself that the facilities to be hired are suitable for his purposes.
6. The use of the premises must not interfere with the proper working of the School or impair its efficiency. In particular the Hirer acknowledges that it will not have exclusive use of the site.
7. Main Hall  
Only suitable footwear should be worn in the main hall. No school PE or games equipment may be used without permission. Gymnastic equipment can only be used when an adult with recognised qualifications for the proposed activity is personally supervising at all times. For safety reasons, this condition also applies to other activities with young people.
8. Use after 10.30pm

Activities should normally finish by 10:30pm. When use is requested beyond this time, approval may be given at the discretion of the Executive Head Teacher and local governing body to extend this to 11:00pm.

9. School equipment

No use may be made of apparatus such as stage fittings, pianos etc., without specific permission. If during use any damage is done to educational equipment the hirer will be asked to meet the costs of repair and replacement. Pianos must not be moved (except with the Prior approval of the Head of School, by a specialist removal firm).

10. Fabric and fittings

The fabric and fittings (including electrical installations) and contents of the premises shall not be interfered with in any way. All electrical equipment used should be from the school where possible. No treatment shall be given to prepare a floor for dancing and the wearing of stiletto heels is prohibited. Footwear restrictions are to be applied in relation to some floor areas e.g hall and tiles areas. Only authorised persons shall use steps or ladders. No nails or screws shall be driven into the walls, floors, ceilings, furniture or fittings, and no placards shall be affixed to any part of the premises. The School's furniture (other than chairs in the hired accommodation) and equipment shall not be moved except by prior arrangements. Official exit ways must be kept clear at all times. Any alteration or addition to the School's lighting or electrical heating systems is strictly forbidden, except with the written consent of the Head of School. Consent may be subject to conditions, which the Hirer will be required to observe. The Hirer shall, at the end of the hire period, leave the accommodation in a reasonable tidy condition, all equipment being returned to the correct place of storage.

11. The Hirer is responsible for the safe guarding and safe keeping of all items belonging to the Hirer, its guests/delegates or third parties engaged by it. The School accepts no responsibility for such items anywhere on the school site.

12. Storage

Storage facilities cannot usually be provided. When Hirers are permitted to leave equipment on the premises, they do so entirely at their own risk.

13. Hirer's property

Furniture and apparatus required may be brought on to the premises at the Hirer's own risk. Hirers shall not bring on to the premises, without the prior consent of the governors, any article of a flammable or explosive nature, nor any article producing an offensive smell, nor any other substance, apparatus, or article of a dangerous nature.

14. The Hirer shall indemnify the establishment and the University of Chichester Academy Trust against all claims for damages, compensation and/or costs in respect of:

- bodily injury or illness to Third Parties, and/or
- damage to Third Party property caused by or arising out of or being incidental to the Hirer's use of the premises.

15. The Hirer shall be responsible for loss or damage to the establishment's premises and contents therein the property of Portsmouth City Council or the University of Chichester Academy Trust.

16. The Hirer shall effect adequate insurance in respect of the liabilities and the loss or damage referred to respectively in Conditions 15 & 16 above. (See the Annexe to this section for explanatory notes on insurance).

17. Refusal of hire

- a) The Head of School may refuse an application to hire the premises if:
- b) The premises are required by the School.
- c) There has been any damage to the property, or breach of these conditions during previous use of the premises by the Hirer.
- d) For any other reason the governors deem it necessary or expedient to refuse the application.

No compensation shall be payable by the governors by reason of such a decision.

18. Cancellation by the Head of School

The School reserve the right to cancel any hiring without notice if:

- (i) the accommodation will, due to circumstances outside their control, be unavailable for the hire period or
- (ii) the Hirer has failed to disclose material information concerning the proposed hiring, or
- (iii) there are reasonable grounds to conclude that the Conditions of Hire may be breached to a material extent.

In the event of (i), all hiring fees will be refunded to the Hirer, but the School shall have no further liability to the Hirer. In the event of (ii) and (iii), any refund of hiring fees shall be at the discretion of the School. However, every effort should be made to give reasonable notice of cancellation, and where possible alternative facilities will be offered.

Apart from exceptional circumstances, the governors will give at least four weeks' notice to the Hirer, should it become necessary to cancel or postpone a letting.

19. Cancellation by the Hirer

The Hirer must give at least four weeks' notice of cancellation to the Head of School, acting for the governors. If any shorter period of notice is given, the Head of School reserves the right to pass on to the hirer any costs unavoidably incurred or to impose a cancellation charge.

20. Payment of charges

The Hirer shall pay the hiring fees, including any deposit, at the rates and times set out in the attached Schedule.

- (i) The Hirer acknowledges that in the event that the Hirer cancels the hiring there will be a cancellation fee payable as set out in the attached Schedule and any refund of monies already paid will be at the discretion of the School.
- (ii) All hire charges must be paid within one month of the invoice being issued. This invoice will be issued at the end of each month for all the hires that have taken place in that month.
- (iii) The School reserves the right, on proper notification, to invoice the Hirer for any charges arising from excessive cleaning time incurred as a result of the Hirer failing to leave the accommodation in a reasonable condition, or for repair of the premises or equipment damaged by the Hirer, or resulting from the Hirer failing to vacate the premises by the time stipulated in the hire form.

- (iv) The Hirer shall, if so demanded, pay at the time of booking a refundable deposit to be held by the School against costs unavoidably incurred as the result of insufficient notice of cancellation of booking, any damage caused by the Hirer, or additional cleaning required as a result of the premises not being left in a reasonably tidy condition. The proportion of the deposit to be retained will be decided by the governors and their decision will be final.

21. Statutory requirements

- (i) All statutory requirements, including those relating to health and safety and public entertainments, must be strictly fulfilled by the Hirer. Film, music, dancing, indoor sporting events and stage events may be considered to be regulated entertainment and, as such, are licensable activities which require authorisation from the local licensing authority. For all regulated entertainment, it is the Hirer's responsibility to inform the local Licensing Authority and obtain the appropriate licence. This applies if tickets are to be sold at the door or advertised to the public, but also if tickets are offered to friends and neighbours or even if admission is free and open to all.
- (ii) No musical works in the repertoire of the Performing Rights Society may be performed in public on the premises unless the Hirer has obtained the permission of the society. No copyright material may be delivered or performed unless the consent of the owners of the copyright has been obtained by the Hirer. The Hirer must indemnify the school and the County Council against any action for breach of copyright. When schools have a licence under the Theatres Act 1968, there are stipulations about the number of people who may be present. The Head of School may find these stipulations useful for determining what is reasonable for functions, which do not require a licence.

22. Attendance and behaviour

- (i) The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approved.
- (ii) The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated. The Hirer shall at all times provide an adequate number of supervisors for any activity and those supervisors shall be present throughout the hiring period. The Hirer shall be liable for damage caused by unruly or inappropriate behaviour.
- (iii) It is the Hirer's responsibility to ensure that all those attending are made aware of their responsibilities, and the City Council's and Hirer's insurance arrangements.

The School reserves the right to exclude individuals or companies that it considers undesirable or inappropriate. The Head of School reserves the right to require a representative to be in attendance for the preservation of good order and safety and to recover from the Hirer any additional expenses incurred as a result of this condition. If the Head of School's representative considers the behaviour of the Hirer, its guest/delegates or third party contractors to be unreasonable, then the representative may cancel and/or terminate the event with immediate effect and the School shall not be obliged to refund any part of the Hire charge.

23. Alcohol

In no circumstances shall alcoholic drinks be available at any function without prior written consent of the governors. Permission will be granted only in exceptional circumstances. Applications must be made in writing at the time the Hirer applies for the use of the premises.

If permission is granted for alcoholic drinks to be sold it will be the responsibility of the Hirer to ensure that a Temporary Event Licence is obtained from the local Licensing Authority. The Hirer agrees to comply with all conditions and limitations attached to the Temporary Events Notice he obtains.

The School reserves the right to require sight of a Temporary Event Notice prior to the letting.

24. Gambling  
The premises may not be used for games of chance, other than bingo, unless specific permission has been granted by the governors.
25. Emergency evacuation procedures  
Hirers shall familiarise themselves with the fire precautions in force on the premises and with the means of evacuation in the event of a fire, bomb warning or any other threat to safety. The Hirer is responsible for ensuring that persons attending are made aware of the evacuation procedures. Fire and other exits must be kept clear at all times.
26. Smoking  
No smoking is allowed.
27. Site Maintenance Co-ordinator  
The site maintenance co-ordinator is instructed by the Head of School to ensure that the conditions of hire are fully complied with. All reasonable instructions given by the site maintenance co-ordinator on duty must therefore be followed. Whenever school facilities are used for fairs or fetes and comparable activities, the hirer is responsible for cleaning from the site any litter than results from the hire.
28. Use of the premises is limited to the accommodation hired and necessary facilities such as toilets. Car parking is permitted in designated areas at the premises subject to availability. Due to the possibility of oil leaking onto playground surfaces and then getting on to children's clothes and potential damage to surfaces, it is necessary to limit car parking on site to areas determined by the Head of School in consultation with site staff.
29. Right of access  
The Head of School reserves the right of access to the premises during the letting.
30. The Head of School or his/her representative reserves the right to suspend or withdraw use of the school by an individual group with immediate effect on the following grounds:
  - causing intentional damage to the school, its equipment or any personal belongings of other users
  - violent, threatening or abusive behaviour to a member of staff or other users
  - theft of any property belonging to the School or other users
  - disruptive behaviour which is interfering with the activities of others
  - behaviour which puts at risk the health, safety or well-being of others
  - non-compliance with or breach of licensing laws
  - behaviour which is deemed to be offensive and/or results in complaints from users
  - refusal to follow reasonable directions from the caretaker or other members of the school's staff
  - non-payment of school invoices
  - any other behaviour which is considered inappropriate to the smooth and efficient operation of the School, or against the interests of all users.

Following the suspension, the user will be given reasons in writing and will be offered the opportunity to appeal to the governing body of the School whose decision will be final.

31. The Hirer may not assign or sub-let the hire of the School.
32. Bouncy Castles or Inflatables  
Bouncy castles or other inflatables cannot be used on the premises without prior consent of the Head of School. Where permission is granted, the Hirer must ensure that they have adequate insurance and that the bouncy castle or inflatables are supervised by a responsible adult at all times.

I/we have read and accept the regulations relating to the hire and agree to abide by the general terms and conditions communicated to me.

Signed .....

Name in full .....

For and on behalf of name of group or organisation Date .....

## **ANNEXE**

### **HIRER'S INSURANCE – INDEMNITY CLAUSE**

In accordance with the terms of hiring it is customary to require persons/organisations to accept responsibility for damage to the premises and its equipment and for the Third Party claims involving injury to persons and/or damage to property.

#### **A INJURY TO PERSONS OR PROPERTY**

- 1 The Hirer shall indemnify the school and University of Chichester Academy Trust against all claims for damages, compensation and/or costs in respect of:
  - (i) bodily injury or illness to Third Parties, including the Trust's servants and agents and/or
  - (ii) damage or loss to Third Party property caused by, or arising out of, or being incidental to the Hirer's use of the premises.
  
- 2 The Hirer shall effect adequate insurance to cover this liability with a minimum limit of indemnity of
  - £10 million for commercial hirings except where otherwise agreed
  - £5 million for non-commercial hirings

#### **B DAMAGE TO PREMISES AND EQUIPMENT**

- 1 The Hirer shall be responsible for the loss of, or damage to the premises and contents therein, which is the property of the School and/or Portsmouth City Council, except when loss or damage to the premises or contents are as a result of the negligence of the School, UCAT or Portsmouth City Council.
  
- 2 The Hirer shall effect adequate insurance to cover this liability with a minimum limit of indemnity of
  - £10 million for commercial hirings except where otherwise agreed
  - £5 million for non-commercial hirings

Hirers must produce evidence that the required insurance cover is in place at least 7 days before the event.

#### **OPERATIVE CLAUSE**

The indemnity will cover individual hirers for their legal liability for injury/illness to third parties and/or loss/damage to their property, and loss or damage to the premises and contents hired, including such liability that may be imposed on the Hirer under the terms of the hiring agreement.

#### **LIMITATIONS**

For loss/damage caused other than by Fire or Explosion, cover is subject to an Excess of £100.

Damage resulting from Fire or Explosion is limited to £5 million.

## **EXCLUSIONS**

Political Meetings and Professional Entertainment Promotions.

Commercial, business or trade hiring.

## **NOTE**

This is a public liability insurance policy. It does not provide cover for:

- (a) Employers Liability – if the Hirer has employees the Hirer must provide this cover.
- (b) Professional negligence of the Hirer – if the Hirer is providing a professional service, it must take out this cover for itself.
- (c) Personal Accident – cover for participants in the Hirer’s activity where they have been injured as a result of a pure accident and there is no negligence on the part of the Hirer.



**Hire charges (to be determined by the Governing Body)**

Classrooms	£10.00 per hour
DT Room with Kitchen	£11.50 per hour
Art/Music Room	£10.00 per hour
Library	£10.00 per hour
Small Hall	£16.00 per hour
Large Hall	£23.00 per hour
Outside Playground	£8.50 per hour
Community Building	£11.50 per hour
Storage Charges	see individual application form

Day and half day rates available on application

**Weekend Special Event Rates**

(Other than normal weekly bookings and subject to caretaker availability)

Large Hall	£25.00 per hour
Small Hall	£17.00 per hour