



# Great Marlow School

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## SCHOOL LETTINGS POLICY 2016

Recommended by the Leadership Team: June 2016

Approved by the Building & Resources Committee (or Policies Sub Committee): July 2016

Adopted by Governing Body: July 2016

Review Due: Summer Term 2019

Indicate as appropriate:

There has been a change to the previous policy and this was reviewed in July 2016

or

There has not been a change to the previous policy.

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### **Policies and British Values**

In line with our mission statement, Great Marlow School believes in equal opportunities for all. We recognise the expectation that the key British Values of democracy, the rule of law, individual liberty, mutual respect and tolerance of those with different faiths and beliefs, will be emphasised as part of school life, both inside and outside the classroom. It is the expectation that all our students will leave the school prepared to serve the community positively, with a balanced view of society and its differences.

### **Introduction**

This policy applies only to the hiring of school premises. Separate arrangements are in place for the hiring of the Redgrave Sports Centre facilities. The Governing Body regards the school's buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Body is to support the academy in providing the best possible education for its students, and any lettings of the premises to outside organisations will be considered with this in mind.

Use of the school premises by the school, or on behalf of the school are not subject to the charging elements of this policy.

### **Categories of Lettings**

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

- i.      Community and Leisure      ii.  
            Private (e.g. Wedding Receptions)
- iii.     Commercial

## *Availability of Premises*

Designated areas within the school are available for hire unless required by the school.

## *Charges*

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

## *Financial Considerations*

The Governing Body must ensure that funds provided for education are not drawn upon, either directly or indirectly, as a result of any letting agreement, nor put at any risk. It is, therefore, important that all community activities are completely self-financing and separate records are kept.

Costs that might need to be recovered include:

- Staffing time, staff training, insurance, equipment and material, heating, lighting, water, grounds maintenance, cleaning, catering, adaptations for use, rates.

## *VAT*

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

## **Application Procedures**

Application forms, available from the school, should be submitted to the Assistant Business Manager, at least two weeks before the first day of the proposed letting. The person signing the application form will be considered the Hirer. The Hirer will be required to return the completed booking form to the school before a booking can be accepted. The booking acceptance will be confirmed by return with a copy of Terms and Conditions (Appendix B).

All applications will be taken into consideration, however 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

Letting fees are reviewed by the Governing Body. When the letting has been confirmed, payment must be made to the school, prior to the use of the premises.

## **Legal Requirements**

The law states that the occupation and use of school premises is under the control of the Governing Body at all times.

The Education Act 2002 has made it easier for Governing Bodies to provide facilities and services to the local community, whilst introducing a number of safeguards to protect the primary use of schools for educating pupils.

## *Public Liability and Accidental Damage Insurance*

The school has public liability and accidental damage insurance.

### *Suitability, Accessibility and Security of Premises*

Schools will need to assess whether their premises are suitable for the uses proposed and whether there might be any impact on the delivery of education to pupils. Some of the issues that should be assessed should include:

**Health and Safety** – under Health and Safety Regulations an employer is responsible for the health and safety of employees and others who are on the school premises. This responsibility is normally delegated to the Headteacher.

A Risk Assessment should be carried out on the impact that the new letting arrangement may have. Issues to include:

- Safeguarding Children and Child Protection

Paragraph 2.26 of the DfES document *Safeguarding Children and Safer Recruitment in Education 2007* states, “*Where services or activities are provided separately by another body, the Governing Body should seek assurance that the body concerned has appropriate policies and procedures in place in regard to safeguarding children and child protection and there are arrangements to liaise with the school on these matters where appropriate.*”

Where a third party is responsible for running the services, there should be clear lines of accountability and written agreements setting out responsibility for carrying out checks on staff and reporting any concerns they may have. Governing Bodies should reciprocate in providing information back to the third party where there may be concerns that may impact on other services being run on school premises.

### *Security*

The Governing Body needs to consider who will be responsible for the security of the premises, before during and after the hire, for the cleaning of the premises after its use and any additional cost arising. Emergency contact details should be made available to each hirer and advice given on any hazards on the premises, e.g. if there are contractors on site, or unfinished building projects etc.

### *Fire Safety*

The school's fire risk assessment should be reviewed and fire safety procedures should be followed by all providers of services. There must be a clear procedure for the hirer to summon emergency services when required and either an open telephone landline or a fully charged mobile telephone.

### *Asbestos Management*

A Risk Assessment should be carried out on whether any proposed use, or any work undertaken in relation to the proposed use, might affect asbestos-containing material.

### *Traffic Management*

Any potential risks the proposed use might have upon the control of vehicular and pedestrian access should be considered.

### *Cleaning up and Waste Disposal*

Arrangements for cleaning up and safe disposal of rubbish, unused or waste food, broken glass etc, should be made clear to the Hirer.

**Disability Discrimination** – the Disability Discrimination Act 1995 requires everyone who provides services to the public or a section of the public, to make reasonable adjustments to their premises, or the way they provide their services, so that a disabled person is not treated less favourably than others. A failure to do so will be unlawful, unless it can be justified under the Act, and could result in civil proceedings.

The Governing Body keep their accessibility plan under review to ensure any changes needed are identified and taken into account.

### **Terms and Conditions of Hire of the School Premises**

These terms and conditions must be complied with.

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

#### *Status of the Hirer*

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background.

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

#### *Disclosure and Barring (DBS) Checks*

It may be necessary for the hirer to undergo a criminal records check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with children and young people, it is the responsibility of the hirer, as advised by the Headteacher, to ensure that they have complied with the DBS Code of Practice and report to the school any safeguarding concerns which may arise.

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

#### *Indemnity and Insurance*

Lettings are made on the agreement that the 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 the Governing Body.

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

Unless specifically agreed by the Governing Body, the insurance cover shall provide a limit of indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the hire of the premises. The hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the school within seven days of a request.

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

In the event that a hirer accepts the liability cover provided via the Governing Body, the hirer will be required to pay the first £500.00 of any claim for damage to property or the premises.

#### *Statutory Requirements*

The hirer must not do, nor permit, any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the school premises or which would, or might, vitiate in whole or in part any insurance effected in respect of the premises from time to time.

#### *Public Safety*

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

- a) Obstructions must not be placed in gangways, exits or in front of emergency exits, which must be available for free public access and exit 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) The Hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available;
- f) Performances involving danger to the public shall not be permitted;
- g) 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;
- h) No unauthorised heating appliances shall be used on the premises;
- i) All electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The Governing Body disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.

- j) Adequate supervision must be provided to maintain order and good conduct, and, where applicable, the Hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g. by National Governing Bodies of sports, scouts etc.
- k) The maximum number of people in the hall at any one time must not exceed 300.
- l) The maximum number of people in the canteen at any one time must not exceed 300.

#### **The Hirer's Responsibilities**

- a) The Hirer must inform the school of any fault, damage or other problems with the premises or equipment encountered during the hiring.
- b) No part of the premises are to be used other than for the purpose requested.
- c) No part of the premises requested are to be used for any unlawful purpose or in any unlawful way.

#### ***Own Risk***

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

#### ***First Aid Facilities***

There is no legal requirement for the school to provide first aid facilities and use of the school's resources is not available.

#### ***Furniture and Fittings***

Furniture or fittings shall not be removed or interfered with in any way. They should not be rearranged except by prior agreement and will be subject to reinstatement at the end of each session of use. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any reparation required.

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

#### ***Food and Drink***

No food and drink may be prepared\* (see note below) or consumed on the property without the direct permission of the Headteacher in line with current food hygiene regulations.

#### ***Intoxicating Liquor***

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission of the Headteacher/Governing Body, whose consent must also be obtained prior to seeking any Temporary Event Notice for the sale of alcoholic liquor from the local Licensing Authority. All evidence of intoxicating liquor must be removed from the premises at the end of the hiring.

## ***Smoking***

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

## ***Fireworks / Lanterns or Chinese Lanterns***

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

## ***Betting, Gaming and Lotteries***

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

## ***Stage Lighting/Sound/Equipment***

Third parties shall only be permitted to use the stage lighting and sound equipment where a member of the school's staff is available.

## ***Nuisance/Disturbance***

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

## ***Rubbish***

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

## ***Dogs***

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.

## ***Rules***

The Hirer shall comply with any rules and regulations which the Governing Body shall make from time to time.

## **Charges and Cancellations**

The Hirer acknowledges that the charges are as set out in the hiring agreement including any review arrangements specified. The letting may be cancelled, provided that in each circumstance at least 28 days' notice either way, is given. It is the Hirer's responsibility to notify people appropriately of any changes in dates or venues at least a week in advance.

The Governing Body will not accept any responsibility for any loss, or other expenses however incurred by the Hirer, in the event of a cancellation by the Governing Body of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial

action by its employees, or others, failure of electricity/gas supply). The decision of the Governing Body, as to whether a letting should be cancelled shall be binding on the Hirer.

#### *Sub-Letting*

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

#### *Storage Ancillary to the Hiring*

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

#### *Loss of Property*

The Governing Body cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the Hirer to make his/her own insurance arrangements, if required.

#### *Car Parking*

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

#### *Toilet Facilities*

Access to the designated school's toilet facilities is included as part of the hire arrangements. These must be left clean and in good condition at the end of the letting.

#### *Right of Access*

The Governing Body reserves the right of access to the premises during the hiring for emergency or monitoring purposes. (The Headteacher, members of the Governing Body, members of the Leadership Team or Site Staff may monitor activities from time to time).

#### *Vacation of Premises*

The Hirer shall ensure that the premises are vacated promptly at the end of the hiring session. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

#### *Complaints*

Any complaints arising from a hiring agreement will be dealt with using the school's complaints procedure, a copy of which is available from the School Office.

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

**Appendix A**  
**GREAT MARLOW SCHOOL**  
**APPLICATION TO HIRE SCHOOL PREMISES**

Name of Applicant: \_\_\_\_\_

Address of Organisation: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Activity of Organisation: \_\_\_\_\_

Details of facilities requested (Hall, Classroom, Grounds etc):

Date Requested: \_\_\_\_\_ Start Time: \_\_\_\_\_ Finish Time: \_\_\_\_\_

(Please allow time for your preparation and clearing up)

All events **MUST** finish by 11.30pm

Use of School Equipment (Please specify your request, e.g. Tables, Chairs)

\_\_\_\_\_

Details of any electrical equipment to be brought in: \_\_\_\_\_

\_\_\_\_\_ Number & Age range of Participants: \_\_\_\_\_

Where relevant have DBS checks been carried out? Y / N When: \_\_\_\_\_ By Whom: \_\_\_\_\_

Please list details: \_\_\_\_\_

Max no of Participants:

*Dates during the year when the Hall will be unavailable due to school use or closure will be issued at the beginning of the school year in September.*

*These dates may be subject to change, but prior notice will always be given if the premises become unavailable due to unforeseen circumstances. The Applicant confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (see Terms and Conditions for further details).*

The Applicant undertakes to comply with the regulations regarding the use of own electrical equipment (see Terms and Conditions for further details).

Any other relevant information: \_\_\_\_\_

***I confirm that I am over 18 years of age, and that the information provided on this form is correct. I confirm that I have read and agree to the Terms and Conditions of Lettings at Great Marlow School.***

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

***Name of Hirer (please print)***



# Great Marlow School

**HEADTEACHER:** Mr K Ford

**DEPUTY HEADTEACHERS**

Mr G Pendlebury

Mr N Maguire

Bobmore Lane  
Marlow  
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## Appendix B

**My Ref:**

**Date:**

Dear

Your application for use of education premise has been approved. The details are as follows:-

**Name of Hirer:** \_\_\_\_\_

**Purpose of Hire:** \_\_\_\_\_ **School:** \_\_\_\_\_

**Facilities:** \_\_\_\_\_

**Date(s):** \_\_\_\_\_ **Period of Hire:** \_\_\_\_\_ **Hire Charge:** \_\_\_\_\_

The above letting charge includes an insurance premium in respect of your potential liability for personal injury or damage to property arising from the hire as specified in the Lettings Form. The Terms and Conditions of the policy are available for inspection at the school upon request.

### TERMS AND CONDITIONS

I confirm that I have read the Terms and Conditions for use of Education Premises and agree to be bound by the Terms and Conditions of hire. I accept the booking as set out.

A deposit of £25 is required on any booking up to £200, anything over that is required in full before the letting has taken place. Our invoice for your booking is enclosed.

For bookings of Weddings, in order to secure your booking, a deposit of £200 is required by return.

The hiring organisation has taken out the necessary insurance's and licences in accordance with the regulations. If appropriate please show the licenses or special insurance you have obtained for this hiring as soon as possible. I undertake to leave the premises clean and tidy. The hirer is responsible for any damages, and the cost of any damages incurred will be deducted from the deposit paid.

Deposits (where applicable) will be repaid by cheque to the hirer within 28 days of the event.

At least 28 days notification is required of any cancellations. If less than 28 days notice of cancellation is given the School reserves the right to retain any deposit made.

**Please sign and date the form below and return this form to us with your payment.**

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_



# Great Marlow School

**HEADTEACHER:** Mr K Ford

**DEPUTY HEADTEACHERS**

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## Appendix C

### LETTING CHARGES

AREA	AGREED CHARGES
Main Hall	From £50 per hour
Canteen Area	From £25 per hour
Classrooms	From £25 per hour, per classroom
Computer Rooms	Subject to negotiation
Drama Studio	From £40 per hour
Weddings	£1800 per day + £2000 returnable deposit Includes use of main hall and canteen area and insurance

All lettings are for a minimum of 2 hours