



LETTINGS POLICY

The management of the school premises is vested in the Governing Board of the school, subject to the directions of the LA. The Governing Board's powers and composition are defined in the Instrument and Articles of Government. The Governing Board is empowered to make rules governing the use of the school premises, or to withdraw or amend them.

The Governing Board of Loughton Manor First School wishes to encourage the use of the school premises by outside parties for the benefit of the school and the local community.

1. Use of Premises

Use of the school's premises and its facilities is subject to the following conditions outlined below:

2. Equal Opportunities

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

3. Applying to use the School

- Application for use of the School shall normally be made to the Headteacher 21 days before an event.
- Hiring of the school's premises is subject to the availability of the caretaker or other responsible person appointed by the Governing Board, or the Headteacher acting on its behalf.
- Should the hirers damage the buildings, fittings, fixtures of furniture, or have subjected them to undue wear and tear or are in any way guilty of a breach of the rules of the Hiring Agreement, the Headteacher or Chair of the Governing Board shall have the power to terminate the hiring agreement with immediate effect.
- The Governing Board reserves the right to refuse any application to hire the school premises, unless directed by Milton Keynes Council under its Directions on the use of School Premises out of school hours, or legislation.

4. Hours of Opening

Facilities at the school are normally available during term time to be hired between the hours of 18.00 and 21.30 on weekdays 09.00 and 22.00 on weekends. In exceptional cases, these hours may be extended by application to the Headteacher.

5. Facilities

The school is able to offer the following facilities:

- Hall space with kitchen and stage. Seating is available for up to 160 persons (audio-visual equipment, trestle tables and hot water urns may also be provided on request).
- 10m x 10m all-weather outside play area, suitable for most outdoor sporting activities.
- Toilet facilities including a separate toilet with disabled access.
- Telephone or internet facilities will not usually be available unless specifically arranged with the Headteacher prior to booking other than in the case of an emergency telephone call.

6. Charges:

The current charges are set out in Appendix 1. It is the responsibility of the Headteacher acting on behalf of the Governing Board to agree all charges.

The setting of charges will take account of the cost of maintenance, heating, lighting, etc. All charges will normally be levied on an hourly basis, rounded up to the nearest full hour wherever appropriate. The charges will be reviewed at least annually. Unless otherwise agreed, charges shall apply from the start of the school year in September.

7. Safety Requirements

The School has not been granted a public entertainment licence. All conditions attached to the granting of the licence and the School's Health and Safety Policy, which will be supplied with the hire agreement, shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and to its contents. In particular:

- Obstructions must not be placed in gangways or exits, or in front of emergency exits, which must be available for free public access and egress at all times;
- The emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes.
- Fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose.

- The fire brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Headteacher.
- Performances involving danger to the public shall not be permitted.
- 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 Board.
- No unauthorised heating appliances shall be used on the premises.
- The First Aid box shall be readily available to all users of the premises. It is located in the medical room. The Headteacher shall be informed **immediately** of any accident or injury occurring on the premises **and shall be provided with a written report of the incident**. It is the responsibility of the hirer to provide a First Aider and undertake any First Aid required.
- All electrical equipment brought into the building shall comply with the Electricity at Work Regulations 1989. The Governing Board and Milton Keynes Council disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.
- At the start of any event, direction to any exits and meeting points should be given to attendees.
- A risk assessment of activities to be undertaken will be submitted by the hirer.

8. Supervision

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

9. Safeguarding

In the event of block bookings, whereby children are involved, for example hire of the hall for holiday clubs, staff will be required to provide the school with a copy of their DBS. In addition they will be asked to provide a copy of their own Safeguarding Policy to the Headteacher.

10. Intoxicating Liquor

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission of the Governing Board, whose **written** consent must also be obtained prior to seeking any Temporary Event Notice or Permission for the sale of alcoholic liquor. The exception to this requirement

for written consent is any event organised by the Friends of LMFS, where the sole purpose of the event is to raise funds for the benefit of the pupils of LMFS. The Governing Board will review this consent as part of the annual review of this policy.

11. 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.

12. Other Licences and Permissions

Permission or licence must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher of any public performance of music, musicals, opera or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

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

Any user performing live music is responsible for checking whether a Performing Rights Society (PRS) licence is required.

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

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

13. Storage

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

14. Loss of Property

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

15. Car Parking

Cars shall not be parked so as to cause any obstruction. **In particular the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed.**

Where parking accommodation is provided and available, cars are to be parked in the marked bays.

16. Nuisance

- Litter shall not be left in or about the school premises.
- 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.
- Hirers and organisers of events on the school premises are responsible for ensuring that the noise level of their function does not interfere with other activities within the building nor cause inconvenience for the occupiers of neighbouring houses and property.

17. Block Bookings

Block Bookings, period bookings or bookings more than 3 months in advance will only be accepted provisionally. The Governors reserve the right to refuse any application or terminate/amend a booking. Every effort will be made to ensure that there is reasonable notice (normally no less than 15 working days) but this cannot be guaranteed.

18. Care of the Premises

Premises are let as they stand and no alterations or additions shall be made to lighting, heating, seating, gangway, fittings, fixtures or other arrangements of the accommodation except with the express permission of the Governing Board, or the Headteacher acting on its behalf, and in writing.

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

Any specific requirements, e.g. seating must be requested in the application. Additional costs incurred by the school as a result are to be paid for by the Hirer.

The hall floors are used by children for physical education, therefore no substances are to be applied to floors e.g. to prepare them for dancing or any other activity. No footwear that can damage floors may be worn in the school buildings.

19. Caretaking

The charges levied include the cost of the caretaker or responsible person for the building.

The school **must** be left tidy after use. Should the premises require more than half an hour cleaning/caretaking time after the letting, hirers will be subject to an additional charge to cover the full extra cost.

For all activities, the caretaker or person responsible for premises will be available at the start of the letting period to ensure that all is in order. He/she will also be available at the end of the letting to ensure the premises are vacated on time, in a suitable state and that the building is secure. For some lettings the caretaker will be present throughout.

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

20. Indemnity and Insurance

Lettings are made on the understanding that Milton Keynes Council and Governing Board are indemnified by the Hirer against any loss, damage, costs and expenses during the use of the school premises by the Hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of Milton Keynes Council or the Governing Board.

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

Unless specifically agreed by Milton Keynes Council, the insurance cover shall provide a limit of indemnity of not less than £2,000,000 in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the hire of the premises.

The Hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the Headteacher or Governing Board.

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

21. Election and Parish Council Meetings

In accordance with the Local Government Act 1972, school premises must be made available for Local, National Parliamentary and European Parliamentary elections and to meetings of parish councillors if required.

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



Lettings Policy, Appendix 1: Hire Charges 2020 - 2021

Monday - Friday	Available Time	Hourly Charge	
Hall and/or Outside	After 6pm	Community £25.00	Caretaker paid at 1½ Time

		Commercial	
		£30.00	

Weekend	Available Time	Hourly Charge	
Hall and/or Outside	Anytime	Community	Caretaker paid at double time
		£30.00	
		Commercial	
		£36.00	

Block bookings may attract a discount to be negotiated.

Appendix 2 – Standard Condition of Hire of the School Premises

1. THE HIRER shall ensure that the general rules governing the use of the school, as supplied, are complied with.
2. THE HIRER shall, on making the booking, inform the school of his/her intentions as to the provision of, and shall be responsible for, any extra charges thereby incurred, and for meeting all statutory requirements.
3. THE HIRER shall, during the period of hiring, be responsible for the protection of the fabric and contents, proper supervision of car parking arrangements so as to avoid obstruction of the highway, safety from damage howsoever caused of the premises and contents, and the behaviour of all persons using the premises whatever their capacity.
4. THE HIRER shall be responsible for obtaining any licenses necessary in connection with the booking. THE HIRER should confirm with the school the licenses it holds.
5. THE HIRER shall be responsible prior to hiring for arranging a policy of insurance against any third party claims which may lie against his/her organisation whilst using the school premises. (The school is insured against any claims arising out of its own negligence).
6. THE HIRER shall be responsible for the observance of all regulations relating to the premises stipulated by the Licensing Justices, the Fire Authority (in accordance with Rule 5 and 6), the Local Authority and all statutory requirements.
7. THE HIRER shall not sub-let the premises or use the premises for any unlawful purpose or in any unlawful way nor do anything or bring on to the premises anything which may endanger the premises, their users, or in any way invalidate the insurance policies relating thereto.
8. THE HIRER shall comply with the Smokefree legislation. There is to be no smoking on any part of the property, either inside or outside.
9. THE HIRER shall indemnify the school Governing Board and the Milton Keynes Council for the cost of repair of any damage done to any part of the property including up to the boundaries or the contents of the building during or as a result of a booking.
10. THE HIRER shall, if selling goods on school premises, comply with Trading Standards legislation and any local Code of Practice. In particular, the Hirer shall ensure that all goods are safe, correctly described and clearly priced. Any claims for price reductions shall be in accordance with the Code of Practice on Price Indications. A notice giving the seller's name and address shall be prominently displayed. At one-day sales, the Mock Auction Act 1961 shall be complied with by not giving free gifts, restricting bidding or reducing prices in competitive bidding.

11. THE HIRER shall not partake in any unlawful discriminatory activities.
12. The Governors and Milton Keynes Council will not accept any responsibility for any loss, or other expenses howsoever incurred by the Hirer, in the event of a cancellation by the Governing Board 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, oil shortage, failure of electricity/gas supply). The decision of the Governing Board or Milton Keynes Council as to whether a letting should be cancelled shall be binding on the hirer.
13. The Governing Board and Milton Keynes Council accept no responsibility for loss or damage to any goods, materials, clothing, etc. brought into or left on the school premises or within the boundaries of the site.
14. THE HIRER is responsible for providing a First Aider and undertaking any First Aid required.



LOUGHTON MANOR FIRST SCHOOL

HIRING AGREEMENT FOR SCHOOL PREMISES

THIS AGREEMENT is made on _____ (date) between Loughton Manor First School (*The School*), and the Hirer named below.

A. THE HIRER applies to use that part of the premises designated in (3) below for the purposes and period(s) described below, subject to confirmation of availability and notification of fees.

1. Purpose of Hiring: _____

2.

Dates	Time – From:	Time – To:

3. Description of room(s) and facilities required:

B. THE HIRER agrees to observe and perform the provisions and stipulations contained or referred to in the Standard Conditions of Hire (overleaf).

C. Hiring Fee £ _____ per hour/per day

The Headteacher or Schools' authorised official confirms the booking.

The Hirer will be invoiced for payment of fees.

D. Safeguarding Requirements

Safeguarding Policy seen (if required) Yes/No

DBS Certificate(s) seen (if required) Yes/No

The Organisation are required to sign to declare they have the following in place

- A clear safeguarding policy in place identifying referral routes for both adults and children accessing the service.
- A Designated Safeguarding Lead who takes responsibility for safeguarding within the organisation.
- Records will be kept on who attends the session and staff staff/volunteers present.
- Records will be kept on all paid staff and volunteers.
- Staff and volunteers will be subject to Safer Recruitment protocols.
- Staff and volunteers have been DBS checked where appropriate, particularly if they have unsupervised access to adults at risk or vulnerable children.
- All staff and volunteers will supply details of 2 referees, which will be sought.
- All staff and volunteers will have safeguarding induction training.
- All staff and volunteers will be expected to sign and adhere to a code of conduct.
- Staff and volunteers will undertake basic safeguarding training to ensure they can identify concerns and know where to refer them to internally and externally.
- The DSL will keep records on safeguarding concerns and any action taken.
- Safeguarding concerns about staff or volunteer's behaviour or conduct will be reported to the LADO (children) or adult safeguarding within 24 hours
- Staff and volunteers will be supported by the organisation and given the opportunity for supervision.
-will inform if there is a safeguarding concern during the event.
- Details of how to make a referral will be displayed during event.
- Details of the safeguarding policy will be displayed during event.

Contribution and role of Organisation

- Organisation must provide, manage and support staff and volunteers.
- Organisation will ensure that staff have appropriate knowledge and qualifications to fulfil their role.
- Organisation will ensure that health and safety policies are followed and will report any issue with the building or fixtures and fittings to.....
- Organisation will ensure that poster is displayed with safeguarding information as detailed above.

Any failure to safeguard would result in a referral to the LADO (children) or adult safeguarding and a review of safeguarding arrangements. This agreement covers a one off event

Organisation (if applicable) _____

Name of individual hirer or organisation's authorised representative:

Name: _____

Address: _____

Telephone no: _____

I agree to accept the terms and conditions as set out in this agreement.

Signed _____ **Position** _____

Date _____