

KINGS ROAD PRIMARY SCHOOL



LETTINGS POLICY

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When this policy was ratified by governors	March 23

The Governing Body of Kings Road Primary School is keen to see that the premises at our school is used for the benefit of the whole local community. The education of children is the prime purpose of our school, however we believe education is a life-long process, which should be open and accessible to all. This handbook outlines the policy of our school with regard to letting. It sets out the facilities available, the charges and the responsibilities of the Governors and the users when the school premises are hired.

The use of our school premises at all times other than during the school day is under the control of the Governing Body of our school. (Education Act 1986, sect.42 no.2)

The Sex Discrimination Act 1985 and the Race Relations Act 1976 apply throughout this policy and will be adhered to throughout all stages of our lettings procedures.

Having regard to our duty under the Race Relations Act 1976 (but without prejudice to our duties under the Representation of the People Act 1983), the Governing Body, will not let the school premises to organisations whose purpose is amongst other things to encourage racial discrimination and/or disharmony between persons of different racial groups or are otherwise involved in activities prejudicial to good race relations.

In deciding whether or not to let our premises the Governing Body will also have regard to the likelihood of any damage being caused to the premises or neighbouring premises and any nuisance that may arise as a result of accepting the booking.

In any event, the Governing Body reserves the right to require a reference from a Local Authority or other reputable hirer, before any booking is accepted.

We will consider letting to any group able to comply with the terms and conditions outlined in this policy. These terms and conditions are clearly stated in our Conditions of Usage and Booking procedures documents, which will be sent out with all application forms. These conditions, together with the form of application to hire Kings Road Primary School, the conditional confirmation of booking and the receipted account for the hire, shall constitute the contract between the school and the hirer(s)

The final decision on compliance lies with the Governing Body.

The governors adopt, endorse and recognise the following principles:-

- a) That school premises represent an immense capital investment and should be fully utilised
- b) Are a valuable community resource
- c) Educational usage of education premises constitutes a natural priority
- d) That a profit margin would be welcome when derived from private or commercial usage but are not the objective when facilitating education activity by designated users.

1. APPLICATION

All applications for the hire of the premises must be on the form provided and (subject to clause 2 below) the person(s) signing the application shall be deemed to be the hirer(s). The Governing Body reserves the right to refuse any application without explanation.

2. CAPACITY OF HIRER

Persons applying to hire Kings Road Primary school on behalf of unincorporated associations (e.g. clubs and societies), firms and companies shall:-

- a) Disclose that fact on the application form and indicate the name of the association, firm or company and its principal place of business or (in the case of companies) its registered office;
- b) Be deemed to have authority to enter into this contract on behalf of the association, firm or company and to bind it or as the case may be its partners, members and officers.

3. PURPOSE OF USE

The accommodation shall only be used for the purposes stated on the application, and within the hours agreed in the letting agreement issued by the school. The Hirer shall be responsible for ensuring these conditions of occupation are observed. The Hirer shall not assign or sublet the whole or any part of the benefit of this agreement. No interference is to be made with school property/equipment/premises, which do not form part of the letting.

4. PAYMENT

Charges for hire will form part of this contract and invoiced accordingly. Payment will be due within twenty-eight days of invoice date. If payments are not made by agreed date, the letting may be declared void and the premises may be re-let to any other person by the school. Kings Road Primary School may revise the charges at any time without notice. The hire is made on the understanding that any increase or decrease in charges before the function date will be paid by the hirer or allowed by Kings Road Primary School as appropriate.

5. ELECTRICAL EQUIPMENT

All portable electrical equipment including D.J equipment must have a current electrical test certificate for use within the building. A copy of the certificate must be handed to the caretaker at the commencement of the function.

6. SEATING CAPACITY AND EQUIPMENT

The maximum number of persons to be admitted and conditions of access and egress, if applicable should be supplied to school at least seven days prior to the date of the hire. The hirer must ensure that attendees do not exceed the stipulated figures at any time during the hire. Gangways must not be interfered with in the interests of public safety. Entrances, exits, corridors and passageways must be kept clear of obstructions.

Seating, lighting, and other requirements should be specified at the time of the booking. No responsibility will be accepted by Kings Road Primary School should the hirer fail to do so. The hirer is responsible for equipment in or brought to the premises. The school will not accept liability for any loss or damage attributable or arising out of the presence, use or condition of such equipment. Storage facilities for the hirers own equipment will not be provided by the school.

7. CANCELLATION BY THE KINGS ROAD PRIMARY SCHOOL

Kings Road Primary School reserves the right to cancel any hire at any time without notice and without assigning any reason. As much, notice as possible will be given. In such circumstances, the school can accept no liability for loss incurred because of such cancellation but undertake to refund any payment made or would endeavor to rearrange any booking.

The school reserves the right to censor and cancel without liability or loss incurred because of such censorship or cancellation any play, sketch, lecture or any other performance or event.

8. CANCELLATION BY THE HIRER

In the event of the hirer(s) wishing to cancel the booking there will be a charge of 25% of the total hire charges incurred if the cancellation is more than 28 days from the function date.

If, less than 28 days-notice is given by the hirer(s,) then the full hire charges will still apply.

9. REFUSAL OF ADMISSION

Kings Road Primary School reserves the right to refuse admission of any person to the premises and to require any person to leave the premises upon request by an authorised employee or agent of the school.

10. PERFORMING RIGHTS

No copyright dramatic or musical work can be performed unless the license of the owner of the copyright is produced to the school before the hiring.

The charges include (where applicable) all payments in respect of the hirer(s) liability under the Copyright Acts.

The hirer(s) shall indemnify the School against any infringement of copyright which may occur during the hiring.

11. INDEMNITY AND INSURANCE

The hirer(s) agree(s) to indemnify Kings Road Primary School against actions, proceedings, claims, damages, awards or costs in respect of loss, damage, death or personal injury occurring during the period of hire.

The above indemnity must be covered by £5,000,000 Public Liability insurance. Proof of such must be provided on return of the booking form.

12. DAMAGE TO THE PREMISES

It is the hirer(s) responsibility to protect the premises during a period of hire. If any damage occurs or is sustained during a period of hire (other than damage or destruction which in the opinion of the school could not reasonably have been prevented) the hirer(s) shall forthwith indemnify the school against the same and in particular but without prejudice to the foregoing;-

- i) The hirer(s) shall ensure that no nails, screws, etc. are driven into any part of the premises
- ii) The hirer(s) shall ensure that no French chalk, wax powder or other substance are applied to any floor
- iii) The premises must be left in a clean and tidy condition. Any equipment used (subject to permission) must be returned to its original position

13. PRESERVATION OF ORDER

The hirer(s) shall not permit any drunk and disorderly conduct to take place on the premises.

No, unlawful gaming shall take place on the premises and the distribution of cash prizes or any announcement thereof is strictly prohibited.

Access to Police and Council Officers

Kings Road Primary School reserves the right of entry to the premises at any time during the hiring for the Manager and other authorised employees or agents of the school and Police Officers who shall have full power to enforce these conditions and preserve peace and good order.

14. ADVERTISEMENTS

Except with prior written consent of Kings Road Primary School;-

- i) No advertising of a commercial nature shall be permitted at the premises
- ii) No advertising matter shall be placed on the exterior of the premises except on the day of the event and in any case, advertising only the event which is taking place, approved by Kings Road Primary School and must be removed immediately after the event
- iii) The hirer(s) should before publishing, distributing or exhibiting the same submit to the school for approval a copy of all notices and tickets to be used in connection with the hiring.

15. COMPLIANCE WITH KINGS ROAD PRIMARY SCHOOL REQUIREMENTS

The hirer(s) must comply with any requirement imposed by the school in writing to prevent damage to the premises, disturbance to residents or for any other reason.

This agreement may relate to more than one hiring.

If this requirement is not observed under this clause, on the occasion of any other such hiring, the school can review and if necessary refuse any hiring which has not yet taken place, without paying compensation to the hirer.

16. EXCLUSION CLAUSE

In addition to any matter or thing liability for which is excluded or restricted by any other condition, the school is not responsible for:-

- A) Any article brought onto or left in any part of the premises
- B) Theft, loss or damage to any vehicles parked in any car park provided

17. CAR PARKING

It is the hirer(s) responsibility to ensure that people attending the premises comply with Kings Road Primary School Conditions for car parking to ensure that such people park in a considerate matter without causing inconvenience to others.

18. ALCOHOL

No intoxicating liquor shall be brought or consumed on school premises or any part thereof except by recognised organisations. It is the responsibility of the hirer, on behalf of the recognised organisation, to obtain any necessary license for the sale of intoxicating liquor.

19. AGREEMENT AS CONTRACTUAL ONLY

No part of the contract between the School and the hirer(s) shall create any right of property and the interest of the hirer(s) in the premises is a contractual licensee only.

20. COMPLAINTS PROCEDURE

If the school has concerns about a let, the following procedures will be followed:-

1. A representative of the Governing Body will verbally raise the concern with the named Hirer.
2. The situation will be monitored for two sessions to allow the issues to be addressed.
3. If the situation remains unresolved, the Hirer will receive written notification of the concern and a further two sessions will be given to allow the Hirer to address the situation.
4. If the matter remains unresolved, the Hirer will receive formal written notice of termination of the booking agreement. This will be implemented 72 hours from the date of the letter of notification.

Please Note: If the Hirer blatantly breaks the conditions of usage, the let can still be terminated immediately

If you as the Hirer have a complaint or concern regarding your let, the following procedures should be followed:-

1. Talk to the named representative of the Governing Body and discuss the problem. Allow 5 working days for the situation to be resolved.
2. If still unresolved, the Hirer should notify the Governing Body through the Head Teacher in writing and allow 5 working days for the situation to be resolved.
3. If still unresolved, the matter will be placed on the agenda of the next appropriate committee of the Governing Body. (If the concern needs urgent attention, a special meeting of this group will be convened.)
4. If still unresolved, the matter will be taken to the next full Governing Body meeting and the Hirer will receive a written response from the Chair of Governors detailing the outcome.

If a third party has a complaint

1. If the school receives a complaint from a third party the Governing Body will be notified of the complaint.
2. The matter will be investigated by a representative of the Governing Body and a written response will be sent to the complainant within 10 working days.
3. If any further correspondence is received, the matter will be placed on the agenda of the next appropriate Governing Body committee. A final response will then be sent by the Chair of the Governing Body explaining the final outcome.

APPEALS PROCEDURE

1. If a Hirer has a letting agreement withdrawn, they have a right to appeal to the Governing Body.
2. The appeal should be made in writing and will be presented at the next full meeting of the Governing Body.
3. The Hirer will be informed of any action and/or decision taken by the Governing Body.
4. The Governing Body's decision is final.

Policy Approved:..... Date