



## Lettings

### Policy Statement 2021-2023

The best interests of the child must be a top priority in all decisions and actions that affect the child (Article 3)

*UN Convention on the Rights of the Child*

#### 1. Adoption

- 1.1 The school governors at their meeting on **07.10.21** adopted the lettings policy and the scale of charges to be set.
- 1.2 The governors will review the policy after three years each year and the scale of hire charges for the forthcoming year will also be reviewed and updated.

#### 2. Policy Objectives

- 2.1 The letting of the school premises by the community is welcomed with an aim to support the children and wider community of Harlow Green, subject to the following conditions:-
  - Use of the premises for school functions will take priority over lettings.
  - The Governing Body will set charges annually for lettings guided by these principles:-
    - Lettings to bona fide community groups will be charged at cost, to cover caretaking, energy, wear & tear administration.
    - Where the school is used as a polling station the relevant authority will be charged the actual additional costs incurred by the school.
    - Lettings to all other hirers will be charged at cost plus a profit margin determined by the Governing Body.
  - The school will retain income derived from lettings and costs to the school of lettings will be met from this income.
  - The school premises will not be let to individuals or organisations if there is reason to believe that the name of the school will be brought into disrepute.
  - The school premises will not be let for functions where a Public Entertainment Licence is required.
  - Decisions whether to permit lettings will be made by the Governing Body. If the Head Teacher believes a letting should not be permitted he will report the reasons to the Governing Body.
  - All persons hiring the school premises will be expected to conform to the relevant Health & Safety regulations.
  - High Risk Sport Activities should have suitability-qualified instructors. Reference should be made to the BAALPE documents.
  - All hirers must carry sufficient Third Party Liability insurance.
  - Any damage caused by the hirer in relation to the site and resource will be chargeable.

#### 3. Lettings within the School's core hours

- 3.1 As the school is a PFI building, the governing body has core hours and some additional hours that it has control over. The school may let the use of the building within these hours if it is deemed appropriate. This would, in the main, be linked to pupil support such as wrap-around care or extracurricular clubs.

- 3.2 The school does not want to make money of this in a manner which would increase the price of these activities for our children.
- 3.3 As a result, it is the decision of the governing body that we will not charge for clubs using our facilities for the benefit of our pupils.
- 3.4 In respect of wrap-around care, a charge will be agreed in conjunction with support from the Local Authority and the contract implemented.

The charge will be assessed annually.

#### **4. Charges for Lettings Outside School Hours**

- 4.1 All lettings outside the school's hours are managed by the PFI company Equans. If a request comes into school, we will pass the information to Equans for discussion about their rates and stipulations.

# Letting Information for Hirers

## INTRODUCTION

The Governing Body of Harlow Green Primary School wish to see that the premises at Harlow Green Primary School are 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 lifelong process, which should be open and accessible to all. This Policy 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 Harlow Green Primary School.

Our lettings policy operates within the framework of the Gateshead Council's Equal Opportunities Policy.

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.

The Governing Body should be reasonably satisfied that the Hirer is able to manage the let in accordance with adequate care, health and safety procedures, etc. before agreeing to accept the booking, e.g. check adults: child/young person supervision ratio.

If the Governing Body of Harlow Green Primary school does not feel that satisfactory management procedures will be in place during the let then the booking application will not be accepted. The final decision on compliance lies with the Governing Body.

## **CONDITION OF BOOKING**

The use of the school premises is permitted by the Governing Body, on the understanding that the following rules are adhered to at all times:

1. Once you, the Hirer, have accepted a permit to use the school premises, you are automatically bound by all terms and conditions of usage of the premises. The Governing Body has the right to vary these terms and conditions at any time.
2. The person signing the application form, on behalf of their organisation, (then known as the Hirer) is personally responsible for ensuring that all terms and conditions of our lettings policy are adhered to.
3. The requirements of the school Governing Body on or in connection with the issue of licenses for public dancing, music or any public entertainment must be strictly fulfilled. As those licenses lay down stringent regulations, the hirer must study the regulations of the Local Authority on the issue of licenses for such purposes. A copy of the regulations and requirements can be obtained on application to Gateshead Local Authority.
4. The hirer shall indemnify and keep indemnified the respective bodies and persons from and against all loss and damage which the Council, or the Governing Body or any property belonging to or under the control of the Council, or the Governing Body, may sustain or incur by reason of the permission to use the premises or otherwise arising out of or in connection with such user, including cost of replacement and reinstatement and the damage to the property of, or the bodily injury or death of any person or persons.
5. The Governing Body will not accept responsibility for any loss of or damage to any property owned by any person using the premises during the period of the letting. Property shall be brought on to the premises at the sole risk of the owner.
6. The hirer must make sure that all users are aware that they are solely responsible for the security of their personal property, and should put a sign up to this effect. If tickets are issued for any event, this statement should also be printed on the ticket.
7. The hirer is responsible for informing the Governing Body, of any person sustaining injury or loss on the school premises during the period of the letting. This information must be presented in writing to the Head Teacher within 24 hours of the event. Any further information required by the Governing Body must be made available on request.
8. No intoxicating liquor shall be consumed on school premises.
9. No musical works in the repertoire of the Performing Right society may be performed in public on the premises except on payment of the Society of the appropriate fee. No lecture, play, opera, dramatic or musical or other work in which a copyright subsists shall be delivered or performed on the premises unless the consent of the owner of the copyright has been previously obtained by the hirer and all necessary fees paid.
10. No person under the age of 16 years is permitted on the premises without adequate adult care and supervision.
12. The right of access to all parts of the school premises whether or not included in the permission for user is reserved to the Council, Governing Body or any officer authorised by them or any of them and the hirer shall not obstruct or interfere with this right.
13. No alterations or additions to the electrical installations at the school may be made.
14. No additional staging, curtaining or scenery may be erected without the previous consent in writing of the Governing Body and any such alterations and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the Council and shall be returned to their original state immediately after usage, at the expense of the hirer.

15. Where any use involves the erection and/or dismantling of a stage, this will be carried out by the hirer at his/her expense under the supervision of a representative of the Governing Body.

16. All such curtaining or scenery shall be rendered non-inflammable. Stage scenery and other effects must neither be brought on to the school premises nor taken away while the school is in session except with the express permission of the Governing Body and Head Teacher.

17. Furniture, including chairs, must not be removed from the school premises. No furniture should be taken out on the playing field or playground or in any other building outside the school unless prior permission has been applied for and granted by the Governing Body.

18. No advertising may be placed in any area of the school premises without the direct permission of the Head Teacher of the school.

19. The use of any preparation or material for the purpose of preparing a floor for dancing is not allowed, as this may make the floors dangerous for normal use. The safe condition of the floors shall be deemed acceptable to the hirer after inspection and will remain the hirer's responsibility during the letting.

20. If the terms and conditions of hiring are contravened in any way, the Governing Body reserves the right to cancel any permission for further use and will inform the hirer in writing. In such event, the hirer will not be entitled to any compensation or refund of any payment made in respect of such use.

21. It is the responsibility of the hirer to ensure that any area of accommodation used in the course of the letting is left in the condition in which it was found and is maintained in a safe condition during the letting.

## CONDITIONS OF USAGE

1. Any movement of furniture required must be undertaken by the hirer under the direction of the caretaker staff of the school. No furniture or apparatus is to be used without prior permission.
2. The authorised hirer is responsible for those attending the function and in particular for leaving the site in a quiet and orderly fashion by the time stated in the booking agreement.
3. The hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles.
4. No alcoholic drinks may be consumed onto the premises
5. The hirer is responsible for the protection of the premises from damage and for the good behaviour of all.
6. The hirer is responsible for ensuring that all areas are left clean and tidy as found. This includes all outside areas as well as indoor areas. If this is not found to be the case the hirer will be charged a penalty sum to cover costs of any repairs or cleaning required.
7. No school staff are permitted to accept hospitality gifts, either cash or in kind, at any time. We request that no gifts of this nature are offered.
8. The school's No Smoking Policy must be adhered to at all times.
9. Bookings can only be accepted when a caretaker from Equans is prepared to undertake the additional duty.
10. The hirer must report to the caretaker at the beginning of any let. Where deposits have been paid for a function, the hirer must meet with the caretaker to agree the condition of the premises as acceptable at the beginning and the end of the hire period.
11. The hirer must have third party liability insurance cover as part of their booking agreement or proof of equivalent adequate insurance is shown to the school.
12. The hirer will adhere to all aspects of the lettings policy at all times through the procedure of applying for and accepting a let on our premises.
13. All children will be supervised at all times by their carers except where children are attending an organised group or care scheme. Where the latter applies, the group/care scheme will adhere to all legal regulations, including those of registration with the relevant registering body.
14. The hirer's signature on the permit confirms his/her agreement of the above conditions of booking and all other aspects of our school Lettings Policy.
15. The hirer will adhere to all Health and Safety requirements as required by the school. A risk assessment will be required.
16. No food or drink is allowed in any area except designated social areas, unless prior written permission has been granted.