



Brinsley Primary and Nursery School

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School Policy for:

School Lettings



17.05.22

Approved: May 2022

Review: May 2023

INTRODUCTION

The PREVENT Duty – Hire of rooms and premises

Background:

The Prevent Duty, which forms part of the Counter-Terrorism and Security Act 2015, came into force across the United Kingdom on 1st July 2015. The Act requires specified authorities' including local authorities, school, high education colleges, health and penal bodies and the police to work together to prevent people from being drawn into terrorism.

It is a statutory requirement that all sites which hire premises, including in their agreement an additional section reinforcing the following terms and conditions:

“The hirer must not use, permit or allow rooms/site to be used for any extremist or terrorist activities or for the dissemination of extremist views or materials.”

This requirement covers the use of all Children, Families and Cultural Services' premises, accommodation and facilities which are hired to Third Parties.

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SCHOOL LETTINGS POLICY 2022

Lettings Definition:

The following activities shall be classified as lettings:

Friends of Brinsley (FoB) Discos

Other FoB events, which also may be deemed to run beyond normal school hours because of the extra cleaning involved

Parents Evenings

Use of the School Hall and/or school facilities, including outdoor areas, by other schools, bodies and agencies

Other events not covered by the above, would be regarded as a major letting (incurring lettings payments) or minor lettings (not incurring payment) on the basis of similarity to the above.

Payments:

All lettings are subject to the approval of the Head Teacher. The charges for the use of the School Hall would be £40 per half day or £80 per full day.

Agreement must be reached covering the number of rooms to be used, the actual hours of the let, and whether the finish time is before 8.00pm, 10.00pm or later, as well as consideration of Saturday or Sunday lets.

Lettings should be booked by the relevant person via the school office and an 'Application for Use of Premises' (CC.11) completed and submitted prior to approval from the Head Teacher.

No charge to be made to the FoB for their events.

Notes:

That particularly after Fob Discos, the parents group be asked to tidy the hall and corridor, return tables and clear away sweet papers, etc, but that the Site Manager be asked to mop the floor and undertake a final vacuum of the corridor, ie, the parents should endeavour to return the building to a reasonable state but to recognise that they are unable to return it to the exact state it was before the event.

There will, of course, be variations to the above as dictated by time and circumstance, and it is intended that lettings be approached flexibly.

NOTE TO HIRERS

Conditions of Hiring

The Prevent Duty

The hirer must not use, permit or allow rooms/site to be used for any extremist or terrorist activities or for the dissemination of extremist views or materials.

Non-smoking policy

In accordance with Nottinghamshire County Council policy, all school building and grounds are non-smoking areas. Any activities within its facilities are undertaken with this understanding.

Alcohol Policy

The school is not a licensed premises, therefore, no alcohol is to be sold on site.

Charges

The cost for the hiring of any areas in school is affected by the heating system that will not allow separate rooms to be heated independently. This has meant that the usual type of letting in school has been for the hall area along with the possibility of extending into the corridor, cloakroom area and toilet facilities. Hirers should note that any requests for other particular areas are to be made, in person, to the Head Teacher.

The cost of each letting of 2 hours is £20 and comprises of:

Energy costs

Administrative costs

The cost of letting the School Hall is £40 per half day or £80 for a full day.

The school has accepted Nottinghamshire County Council's charging policy and is guided by this.

Insurance

The hirer to confirm that they have adequate and appropriate insurance in place for the activity to be carried out.

Catering

It should be noted that an urn is available for hire, but that any catering facility has to be supervised by a member of the School Catering Service.

Capacity

The maximum number of people using the hall is 100 standing.

Fire regulations

Users should note that fire exits from the building are clearly indicated. Discussions concerning details of hire will include instructions on where the nearest fire extinguishers can be found as well as the nearest emergency telephone point and assembly points.

Signed: _____ Signed: _____
(Chair of Governors) *(Head Teacher)*

Date: _____ Date: _____

Nottinghamshire County Council Education Department

Conditions of Hiring

1. The hirer shall pay the charge requested.
The Governing Body reserves the right to adjust the hiring charge:
 - a. To cover any increased in hiring charge which may occur if an application covers a series of lettings over an extended period, and
 - b. To cover an increase in a hiring charge which may occur between the date of the approved application and the date of the actual hiring.
2. The hirer shall ensure during the time these premises are so used that such activities are conducted in an orderly manner and under adult supervision and that the right to use the premises is exercised quietly and in a manner unlikely to cause any annoyance or inconvenience or to become a nuisance to the owners or occupiers of any adjoining or neighbouring property or to the public.
3. For the purpose of a dance or similar function to which the general public are admitted and at which there may be a large gathering, it is the responsibility of the organisers to ensure that the letting is properly controlled by appointed stewards or such other responsible persons to maintain order throughout the whole period of the letting.
4. The hirer shall defray the cost of making good all damage caused to the premises or other property of the school and the Council which is in any way attributable to the exercise of this right.
5. The hirer shall be responsible for loss caused to the Governing Body/Council, ie, the hirer shall indemnify the Governing Body/Council and keep it indemnified from and against all costs, charges, claims and demands for injury, loss or damage to persons or to property arising from the exercise of the right howsoever such injury, loss or damage may be caused unless due to any negligence on the part of the Governing Body/Council or their servants or agents.
6. Bookings are taken subject to the school premises not being subsequently required by the Council for Parliamentary or Local Government elections and in the event of the school premises being so required, the Council will refund to the Applicant all charge made by the Council and already paid by the Applicant, neither the Council nor the Governing Body shall be liable to pay any compensation for any loss incurred by the Applicant.
7. The hirer shall obtain at his own expense, all the necessary licences required in connection with the use of the premises for the purposes for which the same is let and to observe and comply with all the conditions attaching thereto. NOTE: Early enquiries should be made of the appropriate District Council in respect of application for music, singing and dancing licences and licences for stage plays and cinematograph performances. Applicants for music, singing and dancing licences are required to give at least 28 days' notice to the Licensing Authority. A licence is required for the public performance of gramophone records and tape recordings and a licence covering most makes can be obtained from the Phonographic Performances Ltd of Evelin House, 62 Oxford St, London W1. Applicants are advised that failure to obtain such a licence is an offence against the Copyright Act, 1956.
8. The use of the premises is restricted to finish at 10pm unless approval to an extension to 11pm has been obtained prior to the letting.
9. The piano must not be moved unless the written permission of the Head Teacher has been obtained beforehand. Furniture and school equipment must not be removed from the school premises.
10. The users of the school are forbidden to stand upon any desk and seat or upon other furniture or fittings. No fixtures or decorations of any kind requiring nails or screws to be driven into the school property are permitted and the premises must be left at the end of the letting in a reasonably clean and orderly condition.
11. No notice, either permanent or temporary, may be affixed to school notice boards or displayed on the school or college premises without prior approval of the Head Teacher.
12. The provision of alcoholic drinks at functions will be left to the discretion of the Head Teacher in consultation with the Chair of Governors. Larger functions or cases where there may be special circumstances, eg, where it is proposed to sell alcoholic beverage, should be referred to the Director of Education for a decision. The hirer is responsible for arranging for necessary licences.
13. No special preparation may be applied to the floors of the school premises for dancing purposes.
14. Stiletto heels, stubbed shoes and other types of footwear likely to cause damage to floors of the school are not permitted. It is expected that the organisers of functions for which the premises are hired will draw attention to this ban by means of a suitable notice on the programme, ticket or invitation issued for the function.
15. No payment should be made to the site manager, who will receive this fee direct from the school.
16. In the event of the premises not being used after approval has been granted, the Applicant will be responsible for payment of the site manager's fee if written notification of cancellation is not received by the appropriate Area Education Officer or Head Teacher at least 24 hours before the approved time of letting.
17. The Governing Body/Council do not accept any liability in respect of the parking of any vehicle at the school connected in any way with the Applicant or the letting of the premises during the letting period.
18. The Governing Body/Council accept no liability for goods and personal effects left on its premises by the hirer, its servants or agents, or by any user of the premises.
19. The Applicant may not sublet or assign the benefit of any letting of the school premises without the knowledge of the Head Teacher and will be held personally responsible for the observance of these conditions.

Additional Conditions for the Hiring of the Outdoor Facilities:

20. The hirers shall, at the expiration of the hiring, remove everything brought by them on to the school site shall leave it in clean and orderly condition.
21. When hiring the woodland areas, the hirers shall comply with the school's specific risk assessment, ensure that the users are adequately trained and have the necessary insurance.
22. Where jumping pits are used, the hirers shall provide their own rakes and shovels for levelling the sand.
23. The hirers shall be responsible for keeping visitors off all sports facilities, other than those hired, particularly cricket squares, hard porous and synthetic areas, shrub borders, trees, trim trail, etc.
24. No vehicle shall be parked on or taken over the grass, sports facilities or borders.
25. The Site Manager is responsible for the pitches and he will decide if they are fit for play. The hirer should consult the Head Teacher if in doubt.
26. The Governing Body may cancel the hiring on occasions where it is of the opinion, for any reason whatsoever, that it would be potentially dangerous to allow the activity to continue.
27. Where there are special conditions of hire relating to a particular activity the hirer must comply with those special conditions.
28. In the event of a breach of any of the conditions of hiring (including any special conditions of hire relating to a specific activity) the Governing Body may determine the hire forthwith.