# PENDRAGON COMMUNITY PRIMARY SCHOOL

# **LETTINGS POLICY**



**LEAD PERSON: Chair of Resources Committee** 

AGREED BY GOVERNORS: November 2021

**REVIEW DATE : November 2022** 

The following statement of policy and lettings charges has been agreed by the Resources Committee of Pendragon Community Primary School at their meeting on 16<sup>th</sup> November 2021.

## **Lettings Fees**

The fees will be reviewed annually by the Resources Committee before being agreed by the Full Governing Body.

Please see Appendix B for current charges.

The School Governors reserve the right by notice to the hirer to terminate the hiring at any time for reasons outside the control of the School Governors and to return to the hirer any monies paid by way of hire charge, but the Governors **shall not** be under any liability to the hirer for any loss or damage he/she may sustain arising out of such termination.

Insurance:

I have my own Public liability insurance the details are attached.

I wish to buy hirer's liability through the Governors and understand the charge will be 12.5% which excludes Insurance Premium Tax or £1.25 if there is no hiring fee at a minimum charge of £1.25 (Confirmation will be given to the hirer of insurance being affected on their behalf).

I confirm that I have been made aware of the school fire exits and fire extinguishers and that I have read the fire notice.

I confirm that I have read and agree to abide by the conditions of hire.

The hirer is to remain on the premises at the end of the event to wait for the caretaker or person responsible for locking up the school. It is then expected that the hirer will wait at the front door while the caretaker secures the building and activates the burglar alarm.

Signed ..... Print name ..... Date ....

### What To Do In The Event Of A Fire

- If you discover a fire, immediately raise the alarm by operating the nearest alarm call point.
- If the school fire alarm sounds during your function please take the following action:
- 1. Everyone in the school MUST go immediately to the far left hand corner of the playground away from the building and the vehicle gateway.
- 2. It will be the function organiser's responsibility to make sure that everyone at his/her function is accounted for.
- 3. When the alarm goes off, the function organiser should notify the Fire Brigade, using the handset which will be given to the hirer by the caretaker.

DIAL 9 FOR AN OUTSIDE LINE AND THEN 999.

- a. Give the operator the school's telephone number 01480 830267 and ask for fire.
- b. When the fire brigade replies give the call distinctly.

FIRE AT PENDRAGON COMMUNITY PRIMARY SCHOOL VARRIER JONES DRIVE PAPWORTH EVERARD CAMBRIDGE CB23 3XQ

- c. Do not replace the receiver until the address has been repeated by the fire brigade.
- 4. No one must re-enter the school until permission is given by:
  - a. The Fire Brigade if it has been a real alarm.
  - b. The function organiser if it has been a false alarm.

### Conditions of Hire

If the hirer is in any doubt as to the meaning of the following, the Headteacher or Secretary should be immediately consulted.

Application for the hire of school premises shall be made to the Headteacher. Any person wishing to hire the school premises must be over 18 years of age.

#### Payment

- 1. The charges shown in Appendix B are for hiring made under the general conditions for the LETTING OF EDUCATIONAL PREMISES produced by Cambridgeshire County Council.
- 2. The hirer will pay 10% deposit of the total cost at the time of booking, if not paid in full and pay in full prior to the event.
- 3. The hirer will make payment in cash in the case of a late booking.
- 4. Charges include basic cleaning and caretaking, however we will add a premium for extra cleaning, or for any loss or damage incurred during or as a result of hiring.
- 5. Services of the caretaker when required at events will be charged at the current hourly rate.
- 6. If the hirer wishes to cancel the booking before the date of the event, the repayment of the fee shall be at the discretion of the Governors.
- 7. The Pendragon Community Primary School Governors reserve the right to cancel the hiring in the event of the school or part thereof being required for use as a Polling Station for a Parliamentary or Local Government election or By-election, in which case the hirer shall only be entitled to a refund.
- 8. The Pendragon Community Primary School Governors reserve the right to refuse hire of the school or any part thereof.
- 9. The Pendragon Community Primary School Governors reserve the right to refuse hire of the school or any part thereof if the school believes that the organisation is failing to discharge its child protection responsibilities.

#### Licences

1. The conditions attached to the Public Entertainment's Licence and the stage play licences shall be duly observed. A copy of such licences may be seen on application and the hirer shall be deemed to have had notice of all such conditions.

- 2. No excisable liquor shall be sold unless either an Occasional Licence or an Occasional Permission has been obtained by the hirer or on his behalf and the hirer shall ensure that any conditions attached to such licence or permission are complied with.
- 3. The hirer shall not use the premises of any part thereof for a performance for which copyright subsists without the consent of the owner of the said copyright or in any manner infringe any subsisting copyright.
- 4. If any part of the premises are to be used for purposes of gaming or games of chance of any description the hirer shall be responsible for securing that the provisions of the Betting, Gaming and Lotteries Act 1963, the Gaming Act 1968, or any subsequent Act are fully observed and complied with.

#### Insurance

- A Commercial Lettings an activity which is intended to make a profit for the organiser, unless the profit is for the benefit of a charity or the school. Each hirer is responsible for ensuring that they are fully insured, including Public Liability cover and will demonstrate this to the school on booking.
- Non Commercial Lettings a 12.5% charge excluding Insurance
   Premium Tax will be added to the hiring fee to cover insurance or £1.25 if there is no hiring fee, at a minimum charge of £1.25.
   Confirmation will be given to the hirer of insurance being affected on their behalf.
- C County Council classes organised by Community Education are insured by Cambridgeshire County Council.
- D A private hirer who runs regular exercise/sports classes should take out his/her own Public Liability insurance.
- E The 'Friends of the School' should take out their own insurance cover.

#### **General Conditions**

The hirer shall indemnify the School Governors and Cambridgeshire County Council against all claims, demands, actions of proceedings in respect of any loss, damage or injury caused by or to any persons which shall occur while such person is in or upon any part of the premises or in respect of any loss or damage suffered or sustained by any person by reason of use of the premises by the hirer.

#### Hirer's Responsibilities

- COVID responsibilities The hirer will be responsible for producing a Risk Assessment suitable to their organisation and activities to safeguard against the spread of the COVID-19 virus. The space must be cleaned by the hirer so that it is returned to the state it was in prior to use and to ensure that it is COVID safe. All bins must be emptied.
- 2. The hirer will, during the period of the hiring, be responsible for supervision of the premises, the fabric and the contents, their care, safety from damage however slight of change of any sort and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car-parking arrangements so as to avoid obstruction of the highway.
- 3. The hirer shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way, and may not do anything or bring onto the premises anything which may endanger the same or any insurance policies in respect thereof nor allow the consumption of alcoholic liquor thereon without written permission.
- 4. The hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, LA. The Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.
- 5. At the end of the hiring, the hirer shall be responsible for leaving the premises and surrounds in a tidy condition, and any contents temporarily removed from their usual positions properly replaced, otherwise the Pendragon Community Primary School Governors shall be at liberty to make an additional charge.
- 6. No nail or fastening of any kind shall be driven or put into any wall, partition, pillar or other fitting or furniture.
- 7. The wearing of footwear of any kind which is liable to cause damage to the floor of either the main hall or activity room is prohibited.
- 8. Any vehicle with tyres likely to cause damage to the floor of either the main hall or activity room must remain outside the building unless protective mats have been laid down.
- 9. Any liquid spilt on either the main hall or activity room floor <u>must</u> be cleaned up immediately.
- 10. The hirer shall provide such number of attendants and supervisors as may be necessary to secure the efficient supervision of the premises during the hiring, including:-

- 10.1 the orderly and safe admission and departure of persons to and from the premises and the orderly and safe clearance of the premises in case of emergency
- 10.2 the safety of the premises and the preservation of good order and decency therein
- 10.3 ensuring that all doors giving access from the premises are kept unfastened and unobstructed and immediately available for exit during the whole time the premises are in use
- 10.4 the safe supervision of children going to the toilet or only allowing one child at a time to go
- 10.5 the hirer is to remain on the premises at the end of the event to wait for the caretaker or person responsible for locking up the school. It is then expected that the hirer will wait at the front door while the caretaker secures the building and engages the burglar alarm.

#### Health and Safety

- 1. COVID responsibilities The hirer will be responsible for producing a Risk Assessment suitable to their organisation and activities to safeguard against the spread of the COVID-19 virus. It is the hirer's responsibility to ensure the safety of all participants as well as the school staff and pupils.
- 2. In line with the health and safety regulations the maximum number of persons permitted in the Main Hall is 150. This number must not be exceeded.
- 3. The hirer is responsible for seeing that any equipment brought into the premises complies with all statutory safety requirements for that equipment and for providing and ensuring the use of a portable RCD device, where such equipment may come into contact with any person(s) other that the hirer, the hirer is responsible for seeing that the equipment user knows the safety rules.
- 4. The hirer is responsible for providing a First Aid Kit, which must be accessible on the premises during the hire.
- 5. Fire Exit lights must be switched on during a function (they are automatic if the power is switched off).

### **Car Parking**

Parking of cars must be restricted to the car park and playground if needed. Free access must be allowed for the entry and exit of any emergency vehicle. Please exercise due care and attention when entering and leaving the premises and be considerate to neighbours as far as noise is concerned.

#### Limitations

It is strictly forbidden to enter offices and rooms not hired.

#### Smoking

Smoking is strictly forbidden anywhere on the school grounds both inside and outside the buildings.

#### General

- 1. In the event of the school or any part thereof being rendered unfit for the use for which it has been hired the Pendragon Community Primary School Governors **shall not** be liable to the hirer for any resulting loss of damage whatsoever.
- 2. The premises are subject to the normal Sunday trading laws under the Shops Act 1950 and only restricted items may be sold on a Sunday. Details of these may be obtained from the District County Offices.
- 3. All vehicles, equipment and personal property are brought onto the premises at the owner's risk. No responsibility for safeguarding such items can be taken by school staff or the governing body.

### Safeguarding children

- 1. Any organised group or activity must prove to the school that they are aware of the need for safety for children and have their own child protection policies and procedures in place. A model policy is available in school on request.
- 2. For private hires, responsibility for children's safety lies with the hirer. The school's child protection policy is available on request.
- 3. Pendragon Community Primary School Governors undertakes to ensure that suitable arrangements are in place in regard to the safeguarding of children and child protection. The school reserves the right to terminate the contract if the organisation fails to have these arrangements in place and fails to take immediate steps to rectify such failings. The termination of the contract can take immediate effect without financial liability falling to the school.

# Appendix A

# Checklist for persons hiring the school premises

Take the new *hirer* through the fire safety procedure as displayed at the fire alarm call points, in particular:-

- COVID responsibilities The hirer will be responsible for producing a Risk Assessment suitable to their organisation and activities to safeguard against the spread of the COVID-19 virus.
- The space must be cleaned by the hirer so that it is returned to the state it was in prior to use and to ensure that it is COVID safe. All bins must be emptied.
- Show them the location of the fire alarm call point and describe the way it operates. Emphasise that the first action on discovering a fire is to raise the alarm *even if the fire is small*.
- Describe the sound of the fire alarm and the action to be taken when it sounds, in particular leaving the building with any *persons for whom* the *hirer* is responsible and going to the assembly point.
- Describe and walk the escape routes and alternative escape routes that *the hirer* is likely to need to use and show the operation of any push bars or exit fittings.
- Show the new *hirer* the location of the fire extinguishers, but emphasise they should only be used:a) if *he/she* has been previously trained
  b) if it is safe to do so
  c) if the alarm has been raised first
  d) after an evacuation has been started.
- Explain how to contact the fire brigade (whether or not an automatic call is made) and where the nearest telephone point can be found.
- Give clear instructions of the location of the school.

# Appendix B

# **Fees Schedule**

		Weekdays Regular One off		Weekends Regular One off	
Main Hall & Activity Room	First hour	£13	£20	£16	£20
	Each additional hour or part thereof	£8	£9	£11	£15
Activity Rooms only	First hour	£11	£20	£13	£20
	Each additional hour or part thereof	£6	£9	£9	£11
Meeting Rooms	First hour	£11	£20	£13	£20
	Each additional hour or part thereof	£6	£7	£9	£11
Daisy Building	Per hour	£15	£15	£50	£50
Daisy Building Long Term let	Per Quarter	£967.20			

Playing Field 4 hour session – Weekdays £16 and Weekends £17

Clubs – for clubs that are run to provide various activities for the benefit of pupils of the school, no charge will be made for using the school facilities. However, a request will be made to provide one free place to a pupil of the school for each session being run.