



# St Laurence School

## Lettings Policy

<b>Date of last review:</b>	OCT 2019	<b>Review period:</b>	2 years
<b>Date of next review:</b>	OCT 2021	<b>Owner:</b>	DFO

## **Introduction**

School premises are provided essentially for educational purposes and shall not be let in such a manner as to prejudice their use for this purpose.

Permission to use School premises out of School hours may be granted by the Headteacher and Governors of the School, subject to the following provisions:

- The use will not, in their opinion, conflict with the educational functions of the School, nor create any disturbance or inconvenience to the neighbourhood nor interfere with any existing hiring.
- The object of the use is principally for community use and this will take priority over activities which create a private profit for a Hirer, or any other person or persons. As a general rule, the School will not be used for the holding of a private party unless with express permission of the Headteacher.

## **Definitions**

'The Hirer' denotes the organisation, body or person hiring or booking the facilities as named on the Application for Letting Booking Form.

'Associates' denotes those associated with the Hirer such as team members, session leaders, course organisers, coaches, trainers, parents of team members, visitors and any other person associated with the Hirer.

'The letting' denotes the entire period of use as provided on the Application for Letting Booking Form in the form of start date and finish date including all times of hire.

'The School' denotes St Laurence School premises and grounds

## **General Principles**

St Laurence School's letting year runs from September to August. The letting can run for any period between these dates except during school closure dates as specified in the lettings pack. Those wishing to hire in July/August during the school holidays must contact the school to discuss requirements and availability.

The Hirer is responsible for ensuring that they and their associates comply with all terms and conditions of the letting at all times and obey all rules set by the School and additional instructions from School staff as appropriate to the letting (see Appendix for Terms and Conditions)

The Hirer and their associates must comply with such additional conditions as the Headteacher may require in writing, to be observed for a particular letting.

The Hirer and their associates must not re-let any part of the premises without prior written agreement of St Laurence School.

Start and end dates must be supplied on the Application for Letting booking form and all dates within that period will be chargeable except during times of school closure as specified in the Lettings pack.

## Appendix

### Terms and Conditions of Letting – St Laurence School

#### A. General

1. Education and other statutory requirements take precedence over any other use.
2. Premises are let as they normally stand, and no alterations shall be made to lighting, heating or any fittings.
3. Stage lighting shall not normally be used unless special consent is given and a competent operator is provided. A separate charge is made for this use.
4. All passageways, stairs and exits shall at all times be kept free from obstruction.
5. Posters and placards will not normally be permitted on the premises.
6. No bolts, screws, nails or tacks or any adhesive fastenings shall be used on the walls.
7. No article of any inflammable or explosive character or any article producing an offensive smell or any oil, electric, gas or other engine shall be brought into the premises.
8. Smoking is not permitted at all in any part of the buildings and site.
9. The hirer shall be responsible for the maintenance of good order and behaviour during the letting.
10. No intoxicating liquor shall be sold, supplied or consumed on the premises, unless an appropriate licence applied for.
11. Attention is directed to the Children & Young Persons Act 1933 Section 12(1), which provides that when the number of children attending an entertainment exceeds one hundred, it should be the duty of the person providing the entertainment to provide properly instructed stewards and to take all reasonable precautions for the safety of the children.
12. Hirers are still liable for the cost of a letting if a booking is cancelled after 9.30am on the day of the letting, or for a weekend letting, after 2.00pm on the Friday before the weekend of the letting.
13. Consent for the use of the grounds may be withheld if the conditions of the grounds are such that additional use may result in the inability of the school to provide sufficient playing space for curricular use.
14. Floors in all areas such as Sports, Drama, Gyms and Dance are used for pupils' physical education and no substance is to be applied to the floors.
15. No footwear liable to damage floors or floor coverings should be worn in the school buildings.
16. Dogs, other than guide dogs for the blind, shall not be allowed on school premises.

#### B. Fire and Safety Precautions

1. The hirer and their associates should be aware of the position of escape routes, fire alarms, firefighting equipment, telephones, and the arrangements for emergency assembly areas. Organisers of any activity must also ensure that an accurate list of those present is available as a roll call in case of fire.
2. Before using the premises hirers are responsible for checking, and Head and Governors for ensuring, that:
  - a. Escape routes are unlocked and unobstructed internally and externally and that all doors are easily and immediately operable from the inside
  - b. Safety lighting is working satisfactorily, and seating and gangways are in accordance with safety rules
  - c. Firefighting equipment is available for immediate use
  - d. The maximum permitted number to be admitted is not exceeded: See Certificate in Main Foyer:  
180/210 in Trinity Hall depending on circumstances
  - e. The hirer is familiar with the layout of the building
3. In the event of a fire the person in charge of the hired premises is responsible for calling the Fire Brigade when the alarm sounds.
4. If there is a fire, or the fire alarm sounds, everyone must leave the building ensuring that all doors are closed after they have been passed through. All persons should go to the designated assembly area where a check on those present should be carried out.
5. If anyone is missing, an organised search should be initiated. The Officer in charge of the Fire Brigade should be met immediately on arrival and informed of the position. With the exception of those carrying out an organised search for

missing persons, no one should be allowed to re-enter the building until authorised by the Senior Fire Brigade Officer. No search should be undertaken if fire has taken hold of the area concerned. This should be left to the Fire Brigade.

6. There may be an opportunity to use the nearest fire extinguisher or hose reel to attack the fire or to keep it localised. Care should be taken to ensure that the type of fire extinguisher is appropriate for the fire involved. However, firefighting is always secondary to safety of life.
7. **After the letting the responsible person will check for fire risks, ensure that all electrical appliances are turned off, that doors and windows are closed, and any special fire instructions adhered to.**

### **C. Damage to Property**

1. The Hirer shall repay to the Governors any additional costs, whether for staff or premises, resulting from the misuse and/or damage of the premises and/or grounds resulting from their use by the hirer before, during or after the period of hire if in relation to the hiring.
2. The costs of reinstating grounds or reinstating or replacing any part of the premises or any property in or on the premises and grounds which shall be damaged, destroyed, stolen or removed will be certified by a member of the Royal Institute of Chartered Surveyors whose certificate shall be conclusive.

### **D. Indemnity**

1. Hirers shall indemnify the Governors against all claims, demands, actions or proceedings in respect of goods or clothing or of the death or injury of any person which shall occur during, before or after the period of hire if in relation to or by reason of the hiring. Provided always that this indemnity shall not apply in the event of any negligence on the part of the Governors, their agents or employees, or any defects in the premises or of an Act of God or the Queen's enemies.
2. **The Hirer shall obtain insurance against its legal liabilities to third parties, with a limit of indemnity of at least £1 million. A copy certificate must be provided.**
3. Premises shall not be used for any unlawful purpose. The Hirer shall indemnify the Governors against all claims, demands, actions or proceedings arising out of the infringement of Copyright, etc., during hire.
4. The Hirer shall be responsible for ensuring that appropriate licensing requirements are met in respect of a letting at which charges are made for admission and musical works are to be performed vocally, instrumentally or mechanically (see below).

### **E. Right of Entry**

1. The Headteacher, Governors and persons authorised by them, shall have free access to the hired premises in pursuance of their duties and instructions must be given by the Hirer for their admission.

### **F. Failure to Observe Conditions**

1. If the Hirer fails to observe the provisions of these Terms and Conditions, the Governors may without notice end the Hirer's rights under the agreement, and effect immediate vacation of the premises and/or grounds.
2. Such a termination shall not release the Hirer from any of the obligations under the agreement, and Governors shall be entitled to retain any money paid as a deposit and to sue for any balance outstanding.

### **G. Responsibility for Property**

1. The Governors shall not be responsible for goods, materials, clothing, etc. brought into or left in the building by the hirer or persons acting on his behalf.
2. Vehicles are parked on the school premises at the owners' risk.
3. The Hirer is responsible for tidying and putting furniture and equipment back as at start of hire.
4. **No equipment is to be used** unless by prior arrangement with the School.

## **H. Statutory Requirements**

1. Public music, singing and dancing can only take place in premises that have the appropriate Premises Licence. Public performances are defined as those to which members of the general public have free access, normally on payment of an entrance fee. Hirers must ensure they obtain such a licence. Conditions limiting the hours during which such performances can take place and on the maximum number of persons who can be present in the licensed accommodation must be agreed.
2. Public performances of stage plays, etc. can only take place in premises that have the appropriate Premises Licence. Hirers must ascertain whether the premises concerned have a licence and what its conditions are, particularly in respect of maximum size of audience and seating arrangement.
3. Intoxicating liquor cannot be sold on the premises unless the hirer or person providing the bar facilities has obtained the appropriate Temporary Event Notice. Such a licence must be shown to the Governors' representative. The bar must be placed where young persons under the age of 18 cannot normally gain access.

## **I. Safeguarding and Child Protection**

The Hirer must have clear safeguarding and child protection policies and procedures in place which comply with current Government guidance from DfE (e.g. Adoption of the Sport England Safeguarding Standards). The Hirer will liaise with the School in the event of any concerns arising about safeguarding children or child protection.