



## Dunmow St. Mary's Primary School

### Lettings Policy

#### **1. Introduction**

The Governing Body recognises the role of the school within the community and welcomes the use of the School's premises for a variety of community and leisure purposes provided the following conditions are met:

- i) The school should not let at a financial loss and delegated budgets must not be used to subsidise non-school activities.
- ii) A copy of the lettings arrangements will be sent with the application form to the Hirer when the initial enquiry is made.
- iii) All lettings are subject to a letting agreement which will detail the terms and conditions of the letting and must be signed by both the school and the hirer. A letting will only be confirmed when a signed agreement is in place and as such all amendments to the letting will require a new agreement to be in place.

This policy was agreed by the Finance & Premises Committee in March 2019.

#### **2. Categories of Lettings**

The use of the school is divided into the following categories:

- i) Extra-curricular clubs run for the benefit of children attending DSM for which no charge is made.
- ii) Local clubs run by external providers outside providing additional opportunities for children within the local community.
- iii) Other community and leisure activities for adults.

Lettings may be continuous over a number of weeks or terms or a single one off basis.

#### **3. Availability of Premises for Lettings**

The school has 2 halls available for hire as well as external playing fields. Additional requests will be considered on an individual basis e.g. hire of classrooms.

#### **4. Application Procedure**

- i) Applications either by phone or in writing should be made in the first instance to the School Business Manager. They will be able to provide initial details as to availability and pricing before sending out the lettings policy, letting arrangements and letting application form.
- ii) The person signing the letting application form will be considered to be the Hirer. The Hirer will be required to return signed copies of the

- letting arrangements and application form before a booking can be accepted.
- iii) For clubs that are attended by children the Governors will also require an up to date copy of their child protection policy.
  - iv) All clubs will be required to provide evidence, in the form of a current certificate, of their public liability and employee liability insurance arrangements to ensure they meet the requirements set out in the letting arrangements.
  - v) All applications will be considered on their merits, taking into consideration the suitability of the activity. The Governing body reserves the right to:
    - Refuse applications without giving a reason.
    - Have a representative present at any function/ event/ club
    - Terminate any activity not properly conducted or which breaches the letting arrangements agreement.

## **5. Inclusion Policy**

Dunmow St. Mary's School is committed to a policy of inclusion, equality and justice for all pupils and members of staff.

We believe that everyone in our school should feel safe and be treated with respect, regardless of race, colour, gender, ethnic origin or disability and we do not discriminate against anyone who may fall into these categories.

## **6. Political and Legal Use**

- i) School premises may not be let for political use except as a polling station.
- ii) The Hirer must ensure that the premises are not used for any purpose which may be deemed contrary to English law.
- iii) The school is a community building and the hirer will be held responsible for noise levels and guest behaviour which must not offend other users or local residents.

## **7. Charges**

Charges will be set out in the letting agreement between the school and hirer. The Governing body will periodically review these charges, giving the hirer at least one half terms notice of any changes in fees or conditions of hire.

## **8. Health & Safety**

- i) The hirer must provide the school with a named individual who the school can contact in the case of an emergency and this person must be on the premises for the duration of the letting.
- ii) The hirer will be responsible for following the conditions of the booking and ensuring the safety of those using the premises. They will need to comply with the school's health & safety policy and any other instruction or guidance given by the Head teacher or School Business Manager.
- iii) The school will provide the hirer with the name and number of a school employee to contact in the case of emergency. The hirer should ensure that they are familiar with how to raise an alarm in case of emergency including the location of fire exits, fire extinguishers, evacuation and fire collation points.

- iv) No equipment can be brought on site without the prior approval of the head teacher or school business manager and electrical equipment will require a PAT testing certificate.
- v) **Smoking and Vaping are strictly prohibited in school or on any part of the school grounds.**
- vi) The consumption of alcohol or drugs and gambling are not permitted activities on school premises.
- vii) The hirer will be responsible for undertaking their own risk assessments and providing copies to the school for specific activities as well as adhering to the school's risk assessments.

## 9. Child Protection Policies

Where the hirer is running a club or letting involving children the school will require a copy of their child protection policy as a condition of the letting arrangement.

## 10. Insurance

The hirer must provide evidence that adequate insurance cover is in place before any letting is agreed. Both public liability and employee liability insurance may be required to the minimum value of £5million.

The hirer be responsible for the cost of any damage to school premises or equipment. A representative from school will have free access to all hired areas to check hirers are acting in a responsible manner.

## 11. Cleaning

Any costs for cleaning will be detailed in the letting agreement. Where such costs are not identified the hirer is responsible for ensuring that the premises and equipment are all left in the state they were found. Unanticipated additional cleaning/repair costs resulting from the hire will be charged back to the hirer.

## 12. Security

The security of the school is of the utmost priority. School site staff will be responsible for opening and closing the school unless alternative arrangements have been agreed with the head teacher/ school business manager.

The school will provide the hirer with the gate code to allow access to the school grounds. The automatic gate closer may be overridden during the letting for the purposes of allowing others access to the grounds. At the end of the letting the hirer is responsible for ensuring that the gates are closed as they leave.

**The gate code must not be shared with anyone other than the hirer unless specifically discussed with the headteacher/school business manager.**

In instances where the school grounds have been hired out the hirer may be given a key to the back gate. Again this must be kept by the hirer at all times who must ensure that the gate is locked correctly at the end of the letting.

Where hirers have been provided with a key to the staff entrance and an alarm code the following procedures must be followed:

- i) If unlocking the building the hirer must follow the procedures shown to them by school site staff for the disarming of the school alarm.
- ii) Only the specific areas hired should be used. Unsupervised access to the rest of the school is not allowed.
- iii) Windows or doors may be opened in the hired areas to allow circulation of air provided the hirer takes responsibility for closing these again before leaving.
- iv) Unsupervised doors must not be held open to allow access to the building e.g. do not hold open the entrance door unless there is someone there to manage anyone entering or leaving the building.
- v) Upon departure all doors, windows and communal areas e.g. toilet windows & doors must be checked to ensure that they are locked. It is the responsibility of the hirer to safeguard the security of the school at all times.
- vi) The hirer will follow the procedures shown to them by school site staff for the re-setting of the security alarm.  
The key and alarm code must not be given/shared with anyone without the explicit permission of the headteacher/ school business manager.

### **13. Cancellation & Complaints**

The school has the right to cancel any letting. Reasonable notice of cancellation will be given by the school unless the hirer is in breach of the letting agreement, upon which cancellation will take immediate effect. Where the hirer has a complaint the school's standard complaints policy and process will apply.

### **14. Declaration of Interest**

Any members of school staff or governors having connection with a letting must formally declare this.



Name of competent person (see Condition 2.1) .....

Note 1 Where approval is given to the use of school kitchens, other than for the provision of hot water and the services of light refreshments, hiring charges shall be increased accordingly.

**Details of Function**

Nature

Is the function to be *tick*  
\*Public?   
\*Private?

\*legal advice should be sought where doubt exists (see also Condition No 26 and the Appendix on Conditions of Hire)

Will there be:  
An Admission charge   
Singing/Music?   
Dancing (by performers or public)?   
A Cinematograph exhibition?   
Wrestling or Boxing?   
A Theatrical Performance?   
Sale and/or consumption of alcohol   
Please state which

Give details of any proposed action or performance involving scenery, decorations, real-flame, smoke or smoking, pyrotechnics or fireworks, pulsing light (stroboscopes), lasers, firearms or any potentially hazardous action on apparatus, animals, vehicles or aircraft.

If hiring will involve sporting or gymnastic activities, please give the name and qualifications of the person in charge.

**PROCEEDS**

State purpose to which proceeds will be applied

Will a personal profit be made?

**YOUTH ORGANISATIONS**

In the case of Scouts, Girl Guides and approved voluntary youth organisations, please state:

Total number on roll  No under 16 years

**DECLARATION**

I, on behalf on ..... hereby apply for the use of the accommodation and facilities stated. I agree to the terms and conditions outlined in the Dunmow St Mary's Primary School's Lettings policy and the letting arrangements and conditions of hire document. I will ensure payment in advance of the charges due and comply with the conditions which I have read.

I have attained the age of 18 years.

Signature of applicant .....

Address .....

Tel Day ..... Evening .....

Date .....

NB Attention is drawn to Conditions 9 to 12. If the application is granted INSURANCE AGAINST RESPONSIBILITIES IS OBLIGATORY. In addition Condition 26 requires the hirer to ensure compliance with the 'Conditions of Licence' relating to the use of the premises for any function requiring a licence under one or more of the statutes mentioned.

**DATA PROTECTION ACT**

Any personal data entered on this form may be held on computer files

## **LETTING ARRANGEMENTS AND CONDITIONS FOR THE HIRE OF DUNMOW ST MARY'S PRIMARY SCHOOL'S HALLS OR PLAYING FIELDS**

### **BOOKINGS AND CHARGES**

1. The person who signs the application form for the letting shall be deemed to be the Hirer and such person shall be personally responsible for the payment of all fees and charges payable in respects of the hiring and for the observance and performance in all respect of the conditions and stipulations herein contained and on the part of the Hirer to be observed and performed.
2. All charges may be required to be paid at the time of booking and no booking will be accepted later than 14 days (5 weeks where licensing is required under the statutes referred to in Condition 25) prior to the date required. Final charges will be those applicable at the date of use of the premises.
3. The Hirer may be required to pay a deposit in addition to the fees and charges, which may be applied in whole or in part to make good any damage, in accordance with Condition 10.
4. The right is reserved to cancel any hiring without notice where the Governing Body of the school considers it necessary to do so:-
  - (a) in consequence or any outbreak or prevalence of infectious disease;
  - (b) for any other cause outside its control; or
  - (c) because the Governing Body of the school reasonably believes that an act is likely to be done in the premises which will contravene the Race Relations Act 1976 or prejudice the performance by the County Council of its obligation under Section 71 of the Act to secure that its functions are carried out with due regard to the need to eliminate unlawful racial discrimination and to promote equality of opportunity and good relations between persons of different racial groups.

In such an event, any sum paid by the Hirer will be refunded, but neither the County Council nor any Body responsible for the management of the school shall be held liable or required to pay compensation for any loss sustained as a result of or in any way out of the cancellation of the hiring.

5. Hirers will be allowed to cancel or postpone a booking on condition that, if 14 or more days notice is given, half fees will be payable, and if less than 14 days notice, full fees will be payable unless, in either case, the hall or room is re-booked or it is otherwise decided.
6. The right is reserved to refuse to grant a hiring without giving a reason.
7. Intoxicating liquor shall not be sold, supplied or consumed on school premises except by general or special approval of the Governing Body and subject to any necessary licence having been obtained by the Hirer.



8. The Hirer shall, if called upon to do so, furnish for approval a copy of the programme of any entertainment to be given by the Hirer. In such a case no entertainment shall be given except in conformity with the programme which has been approved.

Failing approval of a programme, the Hirer will be allowed to cancel the hiring on payment of the appropriate fees under Condition 5, unless it is decided to remit such fees.

9. Neither the County Council nor Governors shall be liable for any injury (including injury resulting in death) or damage to or loss of property whatsoever which shall or may occur to or be sustained by the Hirer, his/her assistants, employees or agents or others entering on the property in the exercise or purported exercise of the hiring (except such injury or damage as may occur by reason of the neglect of the County Council or Governors, employees or agents acting within the scope of their authority). The Hirer will indemnify and keep indemnified the County Council, Governors and their employees and agents from and against all claims and liability in respect of such injury or damage and all actions, proceedings, costs, damages and expenses in regard thereto and also from and against all other liability claims, demands, proceedings, costs, damages and expenses in respect of injury to persons whomsoever (including injury resulting in death) and damage to or loss of property whatsoever which may arise out of or in consequence of the exercise or purported exercise of the hiring (except as aforesaid). The Hirer shall provide a copy to the school of its public liability insurance certificate as evidence of the above.
10. The Hirer shall make good any damage to the property of the County Council or Governors which can be attributed to their use of the premises. The Hirer shall not be responsible for any fire damage to the property occurring otherwise than from the act, neglect or default of the Hirer, their employees or agents.
11. In the event of any such damage, the County Council or Governors may make it good and the Hirer, by the acceptance of the hiring subject to these conditions, will thereby be deemed to have undertaken to pay the cost of such reparation as certified by or on behalf of the County Council or Governors.
12. The Hirer shall not infringe any subsisting copyright or performing right, and hereby indemnifies the Governors against all sums of money which the Governors may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire.
13. Members of the County Council and the Governing Body reserve to themselves, and their officials, the right to enter the premises hired at all times on producing evidence of their identify. Stewards should be advised accordingly by the Hirer.
14. No nails, tacks, screws etc shall be driven into or adhesives fixed to any of the walls, floors, ceilings, furniture or fittings.
15. Subject to the provision of the next paragraph, the Hirer shall vacate the premises by 11.00pm unless written authority from the Governors (showing the time of extension) has been obtained and shall leave the premises, fixtures, furniture and other property therein in as good order as they were at the time of entry and in as clean a condition as the particular use will allow.

16. The Hirer shall ensure that caterers, contractors and others supplying or serving refreshments, or providing decorations etc comply with all current legislation relating to food hygiene, health, welfare and safety matters and remove from the school premises all their articles and property by midnight on the day of hire if the school is to be used next day, or in any other case by noon on the day following the day of hire, and shall observe and carry out any instructions which may be given to him/her in this connection.

Any article or property belonging to the Hirer or any caterer or contractor or other person left on the school premises after the hour named above may be removed by the Governors and the cost shall be paid by the Hirer.

17. The seating accommodation provided is limited to the number of chairs that are on the school premises on the day of hire and is arranged so as not to affect the means of escape from the premises and to accord with any approved layout which exists for the premises. Subject to approval, further provision may be made by the Hirer at their own expense.
18. School furniture shall not be moved except by arrangement with the school business manager.
19. Kitchens and practical subject rooms may be used only for the provision of hot water and the service of light refreshments and only where special approval has been given.  
The School Kitchen may be used for the preparation and cooking of food using the school equipment only on the approval of the Governors and in these circumstances the person or persons preparing the food should have at least a Food Safety Level 2 Certificate. A copy of the Food Safety Level 2 Certificate should be attached to the application form.
20. Any alteration or addition to the electrical lighting or heating systems is strictly forbidden, except with the special approval of the Governors which may be given subject to conditions, which the Hirer will be required to observe, the approval of a technical officer acting on behalf of the Governors and, where necessary, the consent of the electricity supply undertakers.
21. If existing stage lighting, spotlights and dimming equipment are required, it is to be clearly stated on the application form. An extra charge may be made for this service and any operation of such equipment shall be carried out by a competent person named and approved in advance.
22. The school swimming pool is not for hire.
23. The following special conditions shall also apply when the use of school grounds is permitted for activities of a hazardous nature:

The wearing of footwear which might cause damage to floors is not permitted. Food and drink is not permitted in the large hall.

- (a) The land (including any building or structure therein) is made available in its existing state and condition and neither the County Council nor Governors can warrant or represent that it is safe and suitable for the holding of the function or for the admission of the public. The Hirer shall not publish or say anything tending to lead any person to believe

otherwise. The Hirer shall have exclusive occupation of and responsibility for the said land during the period that it is used for the function.

- (b) The Hirer shall secure the removal from the said land, as soon as is practicable after the function of all litter or other rubbish left on the land in the course of or produced by the event, which the Governors require to be removed.
- (c) The Hirer shall insure against their liability at law for accidents resulting in injury to persons, (including injury resulting in death) or damage to or the loss of property arising from the use of the premises including the liability assumed under the Conditions 9 and 10 foregoing. The amount of the Insurer's liability must be not less than £5,000,000 in respect of any one accident or occurrence and evidence of the insurance must be produced to the Governors at least two weeks before the date of the event.

24. The Hirer shall ensure that no act is done on the premises, during their use of the premises, which contravenes the Race Relations Act 1976 or prejudices the performance by the Governors of its obligations under Section 71 of that Act to secure that its functions are carried out with due regard to the relations between persons of different racial groups.

## 25. **STATUTORY REQUIREMENTS**

The premises hired shall not be used for any "licensable activity" under the Licensing Act 2003 unless the Hirer has obtained any necessary licence from the relevant licensing authority for such use.

"Licensable activity" includes:-

- a. the sale by retail of alcohol,
- b. the supply of alcohol by or on behalf of a club to, or to the order of a member of the club,
- c. the provision of regulated entertainment i.e.
  - i. the performance of a play,
  - ii. the exhibition of a film,
  - iii. an indoor sporting event,
  - iv. a boxing or wrestling entertainment,
  - v. a performance of live music,
  - vi. any playing of recorded music,
  - vii. a performance of dance ,
  - viii. anything of a similar description to vi, vii, or viii above

where that entertainment takes place in front of an audience with the purpose or including the purpose of entertaining that audience.

- d. the provision of entertainment facilities i.e.
  - i. making music,
  - ii. dancing,
  - iii. entertainment of a similar kind to i or ii above.

26. The Hirer shall not use the premises or permit them to be used for gaming or wagering other than lawful gaming carried on in accordance with the provisions of the Gaming Act 1968, or any subsequent Act which in whole or in part replaces it.

(See Paragraph B in "Notes" below).

27. If a Door Supervisor or Door Supervisors are used by the Hirer on the premises then the Hirer must ensure that any necessary licence or licenses have been obtained and are in force during the term of the licence. (See paragraph C in Notes below).
28. The Hirer is required, where appropriate to their hiring, and where the premises hired are licensed as described above, to acquaint themselves with the conditions and regulations subject to which the premises hired are so licensed.

If the Hirer commits a breach during the hiring of any of the conditions attaching to any such licence, or of any, including these, regulations, then, without prejudice to the right of the County Council, acting by itself or through any other appropriate body on its behalf, to enforce any liabilities already incurred by the Hirer under these conditions, the Governors reserve the rights themselves or acting as aforesaid to determine the hiring, if still continuing, forthwith, to forfeit all sums paid by the Hirer and to refuse to grant any further application from them for the hire of school premises.

29. No person shall give any exhibition, demonstration or performance of hypnotism on any living person at or in connection with an entertainment to which the public are admitted, whether on payment or otherwise, in the said premises.
30. The Hirer is required to comply with the terms of s.12 Children and Young Persons Act 1933 (as amended) and in particular

(a) where there is provided in any building an entertainment for children, or an entertainment at which the majority of the persons attending are children, then, if the number of children attending the entertainment exceeds one hundred, it shall be the duty of the hirer to station and keep stationed, wherever necessary, a sufficient number of adult attendants, properly instructed as to their duties to prevent more children or other persons being admitted to the building or to any part thereof, than the building or part can properly accommodate, and to control the movement of the children and other persons admitted while entering and leaving the building or any part thereof, and to take all other reasonable precautions for the safety of the children.

(b) If any person on whom any obligation is imposed by s.12 fails to fulfil that obligation, he/she shall be liable, on summary conviction, to a fine not exceeding level 3 on the standard scale, and also, if the building in which the entertainment is given is licensed under the Licensing Act 2003, the licence shall be liable to be revoked by the Licensing Authority.

(c) A constable may enter any building in which he/she has reason to believe that such entertainment as aforesaid is being or is about to be, provided, with a view to seeing whether the provisions of this section are carried into effect, and

an officer authorised for the purpose by an authority by whom licences are granted.

(d) Where the Hirer is responsible for children they shall provide the school with a copy of their child protection policy.

### **Notes**

A. The Representation of the People Act 1983 does not allow schools to be used **at any time** as “a Committee Room for the purpose of promoting or procuring the election of a candidate”. The Act does not allow schools to be used **on the day of the poll** for the holding of public meetings in furtherance of any person’s candidature at a parliamentary election or for the holding of public meetings by a candidate at a local election to promote or procure the giving of votes at that election (i) for himself or (ii) if he is a candidate submitted by a registered political party at an election of the London members of the London Assembly at an ordinary election, towards the return of a Candidate on that list.

B. Under the Gaming Act 1968 the conditions subject to which premises may be used for gaming carried on at an entertainment promoted for raising money to be applied for purposes other than private gain are as follows:-

1.
  - (a) The game must not involve playing or staking against a bank, whether the bank is held by one of the players or not.
  - (b) The nature of the game must not be such that the chances in the game are not equally favourable to all the players.
  - (c) The nature of the game must not be such that the chances in it lie between the player and some other person, or (if there are two or more players) lie wholly or partly between the players and some other person, and those chances are not as favourable to the player or players as they are to that other person.
2. The game must not be by means of a machine to which Part III of the Gaming Act 1968 applies and must not constitute the provision of amusements with prizes in the circumstances specified in Section 15(1) or Section 16(1) of the Lotteries and Amusements Act 1976.
3.
  - (a) In respect of all games played at the entertainment not more than one payment (whether by way of entrance fee or stake or otherwise) shall be made by each player, and no such payment shall exceed £4.00.
  - (b) Subject to paragraphs 6 and 7 below, the total value of all prizes and awards distributed in respect of those games shall not exceed four hundred pounds.
4. The whole of the proceeds of such payments as are mentioned in paragraph 3 above, after deducting sums lawfully appropriated on account of expenses or for the provision of prizes or awards in respect of the games, shall be applied for purposes other than private gain.

5. The sum appropriated out of those proceeds in respect of expenses shall not exceed the reasonable cost of facilities provided for the purposes of games.
6. Where two or more entertainments are promoted on the same premises by the same persons on the same day, paragraphs 3 to 5 above shall have effect in relation to those entertainments collectively as if they were a single entertainment.
7. Where a series of entertainments is held otherwise than as mentioned in paragraph 6 above:
  - (a) Paragraphs 3 to 5 above shall have effect separately in relation to each entertainment in the series, whether some or all of the persons taking part in any one of those entertainments are thereby qualified to take part in any other of them or not, and
  - (b) If each of the persons taking part in the games played at the final entertainment of the series is qualified to do so by reason of having taken part in the games played at another entertainment of the series held on the previous day, paragraph 3(b) above shall have effect in relation to that final entertainment as if for the words 'four hundred pounds' there were substituted the words 'seven hundred pounds'.
  - (c) Door supervisor licences are not necessary where:
    1. A security guard is performing duties on premises managed or operated by their employer and are not supplied to perform guarding duties for third-parties or customers of that employer.
    2. A steward employed directly in-house and carrying out guarding duties (except if working on licensed premises, in which case a Door Supervisor licence will be necessary).
    3. Working in an official capacity at a public venue or event, but only checking tickets, giving directions, providing information and assisting the general public
    4. Occasionally required to maintain order and discipline amongst individuals, such as a teacher, but not specifically operating as a security guard
    5. Performing security activities that are incidental to a main activity and job, such as a shop assistant who is also responsible for locking up and banking cash at the end of the business day
    6. A porter, handyman, or other support staff within the security guarding sector but not engaged to provide security
  - (d) Licensing:

1. Licences for “licensable activities” under the Licensing Act 2003 are obtained from the local borough or district Council
2. Gaming Licences are obtained from the Gambling Commission at Berkshire House, 168-173 High Holborn, London, WC1V 7AA, Tel: 020 7306 6200, Fax: 020 7306 6266. (The Gambling Commission may be moving its offices to Birmingham in 2007. Its new address is not currently known.)

**CHARGES EFFECTIVE FROM January 2019**

(per hour unless otherwise stated)

**CLASSROOM**

Hire of classroom or similar £10  
Including staffroom

**ICT SUITE** £15

**HALL**

Day hire £100 for day

Evening hire  
(Clubs for children) £15  
(Adult clubs) £20

**REPROGRAPHICS**

Copy charges 2p B&W  
5p Colour

**STORAGE**

Weekly £5

**TOILET CLEANING**

During periods when school cleaners  
not on site £20

There will be a charge of 15 minutes opening up, and 15 minutes locking up time for all lettings should the hire period require the attendance of the site manager to open and/or close the school.

**OUTDOOR PITCHES**

**Price to be negotiated**