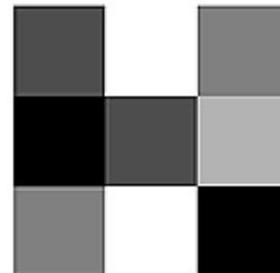


# Holly Lodge Primary School

## Policy for Community Use of School Premises (Lettings)



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### **1. Introduction**

The Governing Body of Holly Lodge Primary School is keen to see that the premises at our 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 life long process which should be open and accessible to all.

The use of our school premises at all times other than during the school day is under the control of the Governing Body of our school. ( Education Act 1986, sect.42 no.2)

Our lettings policy operates within the framework of the Surrey County Council guidelines (Section M Annexe J of the Finance Manual.).

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 and Booking procedures documents, which will be sent out with all application forms.

The final decision on compliance lies with the Governing Body.

## 2. Condition of Booking

1. The use of our school premises is permitted by the Governing Body on the understanding that the rules stated in this policy are adhered to at all times.
2. Once the Hirer, has accepted a permit to use the school premises, they are automatically bound by all terms and conditions of usage of the premises. The Governing Body have the right to vary these terms and conditions at any time.
3. 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. Terms and conditions of use for community school premises *(These appear on the booking form)*

1. There will be at least two week's notice for any cancellation of a booking made by the hirer.
2. Payment of the appropriate charges will be made on demand.
3. If in attendance, caretakers will give reasonable assistance, within the terms of their employment.
4. The premises will be left clean and in good order and vacated not later than the time booked. The hirer shall reimburse any costs incurred by the Governors in cleaning the premises after the hiring necessary to ensure that the premises are sufficiently clean for normal use by the school.
5. The hirer shall pay to the Council the cost of repair or replacement resulting from any loss or damage arising from the hiring however caused or of whatever nature to the school premises and all equipment thereon (whether provided by the or any other body or person). **Hirers shall ensure they have a policy of insurance to cover such liability up to at least £5 million** (amount as advised by the Risk management and Insurance Unit) and shall produce the policy to the Governors on demand. The school can arrange insurance for an additional fee.
6. If the caretaker is in attendance and the hirer provides additional personnel to prepare for a letting, these personnel shall be subject to the general direction and control of the caretaker.
7. A hirer must not sub-let to another party.
8. (a) No intoxicating liquor will be brought on to or consumed on the premises except at a function organised by a body or bodies which the Governors of the school shall have approved.  
  
(b) Where a licence for the sale of intoxicating liquor is necessary for a function the responsibility for obtaining such a licence is solely the hirer's.
9. No preparations are to be applied to the floor.
10. Seating accommodation in the room booked may be used, but the hirer must make their own arrangements for any additional chairs, tables etc required for the letting, and for removing them before the school re-opens on the following day.
11. In the case of lettings for music, singing and dancing, or stage plays, the entertainment must be for a closed organisation such as a society or club or by invitation only.  
**NOTE:** All other entertainments are classified as public entertainments, in which cases there exists a statutory requirement that the school must be properly licensed. However, most school premises do not conform with the regulations governing the issue of licences for public entertainments so that they cannot normally be used for this purpose. Any proposals to use a school for a public entertainment must be discussed carefully with the local District or Borough Council.

12. There must be no infringement of copyright, and in the case of musical entertainment the requirements of the Performing Right Society must be fulfilled.
13. Surrey County Council operates a No Smoking policy in all its premises.
14. Before approving any letting for the exhibition of pictures involving the use of films or television, enquiries should be made to the appropriate District Council as to whether the exhibition is exempted from, or requires, a licence under the provisions of the Cinemas Act 1985 or any statutory modification thereof.
15. Hirers will have access only to the particular room(s) let to them, including where it is practicable the use of a cloakroom and toilet accommodation. In no case is access permitted to any other part of the premises including particularly accommodation set aside for use of staff.
16. Any dispute on the use of school facilities or school equipment out of normal school hours shall be settled by the school Governors.
17. This school is committed to safeguarding and promoting the welfare of children and young people and expects hirers and their representatives to share this commitment. The governors require that for all hirings involving groups working with children, appropriate level of Disclosure has been obtained from the Criminal records Bureau for the individuals working on school premises.
18. **Power of Revocation**
  - (a) The Governors reserve the right to revoke without notice any contract for the hire of school premises.
  - (b) Governors, or any employee of the County Council so authorised, are empowered to withdraw, without notice, permission to use school playing fields when such playing fields are unfit for use.

*The use of school premises for the purposes other than those of the school itself is subject in all respects to the Surrey Education Committee's regulations for the community use of school. (See Section M of the Education Finance manual)*

#### **4. Additional Conditions of Usage**

1. 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.
2. 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.
3. 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 let. This information must be presented in writing to the Governing Body within 24 hours of the event. Any further information required by the Governing Body must be made available on request.
4. No person under the age of 16 years is permitted on the premises without adequate adult care and supervision.
5. 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.
6. 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.

7. 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.

8. Furniture, including chairs, must not be removed from the school premises nor for use either 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.

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

10. Any movement of furniture required must be undertaken by the hirer under the direction of the caretaking staff of the school. No furniture or apparatus is to be used without prior permission.

11. 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.

12. Where car parking is required, the hirer must undertake the proper stewarding and control of the parking area in collaboration with the police where necessary. The hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles. Vehicles should not be parked on areas normally used by pedestrians only (e.g. playground areas)

13. Only adults preparing food are permitted access to the kitchen, where an agreement has been made. Kitchen regulations must be adhered to at all times. It is the responsibility of the hirer to ensure that the kitchen certificate is signed at the beginning and the end of the let.

## **5. Bookings Procedures**

1. Applicants should fill in an application/booking form and return to the main school office.
2. The person signing the application form (then known as “the Hirer”) is responsible for all aspects of the let.
3. By signing the application form, the person signing is acknowledging and agreeing to adhere to all aspects and conditions of our school’s lettings policy.
4. A signed application does not guarantee the booking will be granted.
5. Where the application for a let is accepted, the applicant will be sent a letter provisionally confirming the let and an invoice to cover the cost of the let and any additional returnable deposit required.

## **6. Criteria for prioritising bookings**

The criteria for bookings will need to be discussed and decided upon by individual schools. On doing so, you may wish to consider such groups as:

- parents attached to the school
- people living in the school’s local community
- voluntary organisations
- single parent support groups
- self help groups
- women’s groups
- people with a disability
- ethnic minority groups
- low income groups

children's groups

youth groups,

The Governors and School must 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 it is considered that satisfactory management procedures will not be in place during the let, the application will be declined.

## **7. Complaints and Appeals Procedures**

### ***If the School has a complaint about a group/organisation hiring the premises***

If the school has concerns about a let the following procedures will be followed :-

- 1.A representative of the Governing Body will verbally raise the concern with the named Hirer.
- 2.The situation will be monitored for two sessions to allow the issues to be addressed.
- 3.If the situation remains unresolved, the Hirer will receive written notification of the concern and a further two sessions will be given to allow the Hirer to address the situation.
- 4.If the matter remains unresolved, the Hirer will receive formal written notice of termination of the booking agreement. This will be implemented 72 hours from the date of the letter of notification.

**Please Note** : If the Hirer blatantly breaks the conditions of usage, the let can still be terminated immediately .

### ***If the Hirer has complaint about a let or booking agreement***

If the Hirer, has a complaint or concern regarding a let, the following procedures should be followed:

1. Talk to the named representative of the Governing Body and discuss the problem. Allow 5 working days for the situation to be resolved.
2. If still unresolved, the Hirer should notify the Governing Body through the Head Teacher in writing and allow 5 working days for the situation to be resolved.
3. If still unresolved, the matter will be placed on the agenda of the next appropriate committee of the Governing Body. (If the concern needs urgent attention, a special meeting of this group will be convened.)
4. If still unresolved, the matter will be taken to the next full Governing Body meeting and the Hirer will receive a written response from the Chair of Governors detailing the outcome.

### ***Third Party Complains***

1. If the school receive a complaint from a third party the Governing Body will be notified of the complaint.
2. The matter will be investigated by a representative of the Governing Body and a written response will be sent to the complainant within 10 working days.
3. If any further correspondence is received, the matter will be placed on the agenda of the next appropriate Governing Body committee. A final response will then be sent by the Chair of the Governing Body explaining the final outcome.

### ***Appeals Procedure***

1. If a Hirer has a letting agreement withdrawn, they have a right to appeal to the Governing Body.
2. The appeal should be made in writing and will be presented at the next full meeting of the Governing Body.
3. The Hirer will be informed of any action and/or decision taken by the Governing Body.
4. The Governing Body's decision is final.

### **8. Scale of Charges**

The scale of charges and booking forms for the use of school premise during the current financial year may be obtained from the school's Administrative Officer.

***This policy was reviewed in November 2013 and approved by the school governors at a meeting on 20<sup>th</sup> November 2013.***

***It is due to be reviewed in October 2016.***

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