

BOLSHAW PRIMARY SCHOOL



Lettings Policy

Date Written	September 2013
Review Date	Annually in September
Ratified on:	FGB 02.03.2023

LETTINGS POLICY

1. All applications for the hire of accommodation of any premises owned by the Local Authority must be made in writing on the prescribed form. The person whose signature is appended to the forms shall be considered to be the hirer. Where a promoting organisation is named in the application for hire, that organisation and its members shall be jointly and severally liable with the person who signs the form.
2. The Governors reserve the right to refuse an application to hire the premises in its ownership without stating its reasons for doing so.
3. Fees for hiring premises shall be in accordance with the scale of charges determined by the Governors, subject to revision from time to time.
4. The hire fee shall be paid in full upon signing the agreement except where prior to signing alternative arrangements are made for the payment of fees.
5. Where the accommodation forms only part of the premises, access shall be strictly restricted to those rooms forming the hired area, and the hirer shall be liable to pay such additional fees as the Governors may prescribe if without consent a larger area is used.
6. Access to the hired premises shall be strictly restricted to the hours stated in the Hire Agreement, (i.e. the hirer should not have access prior to the stated time), and the hirer shall be liable to pay such additional fees as the Governors may prescribe if the premises are used by the hirer outside the prescribed times.
7. No copyright work shall be performed without the licence of the owner of the copyright.
8. The hirer shall indemnify the Governors against any infringement of copyright which may occur during the hiring.
9. The hirer shall not use the hired premises for any purpose for which a licence is necessary unless a licence is in force in respect of the premises
10. The hirer shall strictly observe the conditions of any licence granted in respect of the hire premises and the hirer shall be deemed to have notice of any conditions attached thereto.

11. Sporting activities will not take place inside the premises without the written approval of the Governors. In the event of the hirer breaching this condition, the agreement shall be cancelled and the fees paid shall be forfeited.
12. No smoking will take place inside the hired premises or within the site.
13. Chewing gum is not allowed.
14. No film shall be shown on the hired premises unless seven days notice in writing, stating the title and subject matter of the film, has been given to the Governors, who acting on behalf of the Local Authority may require the hirer to give a preview of the film on behalf of the persons as directed and the Governors may prevent the showing of a film should they wish to do so and without stating its reasons for doing so.
15. No bolts, nails, tacks, pins or other like objects shall be driven into any part of the hire premises nor shall any placards be affixed thereto.
16. The hirer shall be liable for all damage caused to the premises arising out of the hiring and shall indemnify the Governors against all loss, whether directly or indirectly, arising therefrom.
17. The Governors accept no liability for damage or loss of the possessions of the hirer or any person resorting to the hired premises however arising.
18. The hirer shall not allow any animal to enter or remain in the hired premises without the approval of the Governors with exception of guide dogs.
19. The hirer, during the period of the hire shall take all reasonable steps to ensure that no noise that may constitute a nuisance to neighbouring occupiers is created.
20. The Governors on behalf of the Local Authority shall be entitled to suspend a regular Hire Agreement on receipt of a complaint of any nature concerning the use of the hired premises. After investigating the complaints they may cancel the Hire Agreement if they see fit to do so.
21. The Local Authority on behalf of the Governors may cancel any agreement if the hired premises are required for any purpose in connection with parliamentary or local government election or a referendum and in such event the Governors shall not

incur liability to the hirer whatsoever other than for the return of any fee paid by them in respect of such a cancelled agreement.

22. The Governors on behalf of the Local Authority reserve the right of entry to the hired premises to any Governor.
23. The hirer shall at the expiration of the hiring leave the premises in a clean and orderly state.
24. The Hire agreement for a school does not include the use of school equipment. No such equipment shall be used without the written approval of the Governors who may specify conditions and demand fees in respect of such use as they see fit.
25. The use of unsuitable footwear which might cause damage to floors etc. is prohibited and the hirer shall ensure that the users are not permitted to wear this type of footwear on the premises.
26. When kitchens at school are used, a responsible person approved by the Governors must be on duty in a supervisory role and a charge relating to the actual cost involved will be levied.
27. The hirer shall comply with the conditions as to the provision of catering facilities specified by the Governors and in accordance with the Health & Safety Policy.
28. Any notice, demand or request by the Governors to the hirer shall be sent by ordinary pre-paid post, addressed to the hirer at the address given on the application form and shall be deemed to have been received when the letter containing the same would be delivered in the ordinary course of the post. A copy of the Health & Safety Policy will be sent to the hirer.
29. The hirer shall be liable for and shall indemnify the Governors in respect of any loss, damage, or injury which may be incurred by or done or happen to the hirer or any person or persons in their employ or any their sub-contractors or by or to any other person or persons resorting to the hired premises by reason of the use of the premises by the hirer.
30. The hirer shall not sub-let the hired premises or any part thereof, should they do so or attempt to do so the Hire agreement shall be cancelled and all fees forfeited.
31. The agreement may be determined at any time by either party giving the other notice which is in all circumstances of a reasonable length of time. There is no need

for either party to give reasons for terminating the agreement, and in the event of the Governors terminating the agreement all fees shall be forfeited.

32. The use of mobile devices on the school premises is strictly forbidden other than in an emergency. Images of the school building, its grounds, its staff or pupils must not be captured, unless for specific purposes and agreed beforehand by Governors. Should any image of the school, its grounds, its staff or pupils appear online or on social media without Governor consent, the conditions of hire shall be deemed as breached and the agreement will be cancelled immediately and all fees paid shall be forfeited.

BOLSHAW PRIMARY SCHOOL

APPLICATION FOR THE HIRE OF EDUCATIONAL PREMISES

This form should be completed and forwarded to the Headteacher at the School (not later than 21 days before the accommodation is required), together with one signed copy of the attached Conditions of Hire, otherwise your application cannot be accepted. The additional copy is for your retention.

ALL APPLICANTS MUST COMPLETE EITHER SECTION **A** OR **B AND C**

Last Date of Hire..... Total Hire Fee

PREMISES AT WHICH ACCOMMODATION IS REQUIRED:				
A.	OCCASIONAL USE			
Day(s)	Date(s)	Total Time:	From	To
Preparation/changing time must be included in the total time above.				
B.	REGULAR USE			
Day(s) required each week.	AUTUMN TERM (Please state dates required)	SPRING TERM (please state dates required)	SUMMER TERM (please state dates required)	
	FROM	FROM	FROM	
	TO	TO	TO	
Total times required.	FROM	FROM	FROM	
	TO	TO	TO	
Preparation/changing time must be included in the total time above.				

C.	ACCOMMODATION REQUIRED (Signify by a tick in the block(s))			
Classroom(s) (State number of rooms required)	Resource Room	Hall	Baking Kitchen	Other Areas
PURPOSE FOR WHICH ACCOMMODATION IS REQUIRED:				
Approximate number of people:				
Title of Organisation:				
Name and address of person to whom the invoice is to be sent if different from applicant: Name: _____ Position in Organisation: _____ Address: _____ Telephone: _____				
<p>Signature of applicant: _____ Date: _____</p> <p>Please print name: _____</p> <p>Address: _____ Telephone: _____ -home</p> <p>- business</p> <p>Position in Organisation: _____</p>				