



# **Barcombe Hamsey Plumpton Skylark Federation**

## **Lettings Policy**

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## Introduction

The Governing Body regards the federation buildings and grounds as community assets and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Body is to support the federation in providing the best possible education for its pupils, the promotion of equality of opportunity and the community cohesion of the local area. Any lettings of the premises to outside organisations will be considered with this in mind. The Governing Body will not approve any hiring of the federation premises where this hinders the operation of any federation activity, either within or outside of normal school hours.

## Controlled Schools

The building is owned by ESCC; consequently, all income from hiring should be credited to the school's budget share, out of which all expenses are to be met.

It is important to consider the VAT implication for each hiring, as VAT may have to be added to the price. The hiring of school halls, rooms and playing fields for general use are exempt from VAT; i.e. no VAT need be added to the hiring charge. There are however certain school facilities that are classed as VATable and the relevant VAT must be added to the hiring charge and accounted for separately when the income is received (See VAT Section on webshop).

### Hiring Charge

The Governing Body is responsible for setting charges for the letting of the federation premises. This policy and the scale of charges will be renewed annually for implementation from the beginning of the next financial year, with effect from 1<sup>st</sup> April of that year. Details of current charges will be provided in advance of any letting being agreed. The charge for one area of the school is £20 per hour, or part thereof, in term time, up to 6pm and £25 per hour or part thereof up till midnight. In the school holidays 8am until midnight is £25 per hour, or part thereof and £30 per hour, or part thereof outside of these hours. The Executive Head Teacher has authority to alter these charges, as they feel appropriate. The minimum hire period will be one hour. The federation reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

### Issuing Accounts

An income invoice will be issued before the hire takes place.

Refunds for cancelled hiring can be made with a deduction for administration or loss of income if thought necessary.

### Insurance

All lettings require £10 million public liability insurance. Public Liability Hirers insurance can be offered to individuals or small informal groups. An excess of £100 is payable if a claim is made. A charge is made to the school of 15% of the lettings fee to cover the insurance.

### Considering Applications for Lettings

A request form can be obtained from the Federation Business Manager which will need to be fully completed and returned at least two weeks prior to the proposed date. The FBM will then confirm whether the premises are available and the cost.

Persons hiring the federation premises are advised to ensure they have their own First Aid provision. Persons hiring the school are advised to provide their own drinking water, unless access to the school kitchen has been agreed. Contact information will be provided for whilst the letting is taking place. All issues need to be reported to that contact.

## Conditions governing the hiring of school premises

## General Conditions

- 1.1 Applications for the use of federation premises must be made to the Head of the school, and responsibility for their approval rests with the Governing Body. The person signing the application will be deemed to be the Hirer, and must accept responsibility for ensuring compliance with these conditions.
- 1.2 Hirers will be informed, at the time the application is approved, of the charge for the use of the facilities required.

Payment will be made in advance, at the time when hiring is confirmed. If there is damage, or the need for caretakers/cleaners to work longer than expected after the hiring, the Hirer will pay any subsequent account sent to them.

- 1.3 The federation reserves the right to cancel any hiring if the accommodation is required for urgent official or academic business. In these circumstances, the Hirer will be reimbursed their hiring fee.
- 1.4 Any intention on the part of the Hirer to cancel a hiring must be notified to the Head of the School at least 24 hours before the hiring is due to take place. In the event of the Hirer failing to give at least 24 hours' notice, no reimbursement of hiring fee will be made and if preparatory works have already been undertaken the Hirer will bear the actual costs incurred.
- 1.5 The school Caretaker is normally expected to prepare for hiring, to do any necessary cleaning afterwards, and where the school requires, being in attendance throughout the course of the hiring. No payment should be made direct to the Caretaker, since they will be paid by the Authority. The Hirer's signature is required to support the Caretaker's overtime claim.
- 1.6 No structural alterations to school premises, fixtures or fittings will be permitted and notices must be fixed only to the boards provided.
- 1.7
  - (a) The Hirer is responsible for providing supervision during the course of the hiring and must satisfy the Head of School that the arrangements being made are adequate.
  - (b) The Hirer or their accredited representative must be in attendance at all times and must accept responsibility for any damage caused to the school grounds, playing fields, buildings, fixtures, fittings, furniture and equipment resulting from the hiring. Every precaution must be

taken to avoid such damage, and the Hirer will be required to meet the cost of making good any damage, however caused.

- 1.8 Hirers are responsible for arranging their own insurance for:
- (a) Personal Accident
  - (b) Third Party Claims
  - (c) Any loss or damage to the school grounds, playing fields, buildings, fixtures, fittings, furniture and equipment resulting from the hiring.
- 1.9 If it is intended to organize a public performance or entertainment, or performance of music, singing or dancing to which members of the public are admitted, Hirers are advised to consult the Head of School in advance to ensure that the school premises are adequately licensed for the purpose before submitting a firm application.
- 1.10 Footwear, which is likely to cause damage to school floors, must not be worn. French chalk or its equivalent must not be put down when the hall is used for dancing.
- 1.11 Members of the public must not be admitted to the school premises after 10.00 PM.
- 1.12 Alcoholic liquor must not be sold or consumed on federation premises unless specific approval has been given by the Governing Body. If approval is given to the sale or consumption of alcoholic liquor, the responsibility for obtaining the necessary license rests upon the Hirer.
- 1.13 School premises must be left clean and tidy after use.
- 1.14 The hirer must adhere to the locally agreed no smoking policy.
- 1.15 The hirer must comply with all Statutes or any other regulations or other requirements in relation to the use of the premises including those contained in this Agreement and shall indemnify the relevant school or East Sussex County Council in respect of any breach or non-performance of them.

#### **Additional Conditions Governing Hiring of School Meals Kitchens or Sculleries**

- 2.1 When the kitchen or scullery is used, the Cook/Supervisor or another member of the School Meals Staff must be in attendance throughout the hiring, except when only tea or coffee is made and no cooking is involved. Hirers who wish to have permission to use the kitchen or scullery without a member of Schools Meals Staff present should approach the Head of the School when the hiring application is made.
- 2.2 If boilers, cooking ranges or hot cupboards are used, the member of the School Meals Staff present during the hiring must be responsible for their use
- 2.3 Hirers will normally be expected to provide their own cutlery, crockery and condiments.
- 2.4 All equipment and sinks must be left clean and tidy after use.
- 2.5 No animals are allowed in the kitchen or scullery.

### **ESCC School Kitchen Hire Guidance**

Schools that are part of the East Sussex Corporate Contract delivered by Chartwells who wish to hire out or use their kitchen facilities outside of the Chartwells operation are strongly advised to review the ESCC School Kitchen Hire Guidance document that is available on the webshop (Catering/Information and Guides). This could include school fairs, evening events or hires at weekend to community groups.

The guide covers:

- Contract Obligations
- Equipment
- Nuts
- Cleaning
- Chartwells letting procedures
- Booking Form

### **Additional Conditions governing the hiring of School Playing Fields and Playgrounds**

- 3.1 If there is any doubt as to the fitness of the ground the Hirer must consult the Head of School who will make the final decision as to whether the ground may be used before the hiring takes place. In the event of the ground being deemed unfit for use immediately before a hiring is due to take place, any hiring charge already paid will be refunded, and any account due will be cancelled.
- 3.2 Hirers must be responsible for ensuring that everyone taking part in the hiring involved in the school playing fields and playgrounds, and all spectators, are properly and adequately supervised.
- 3.3 Casual spectators not connected with the hiring must not be admitted.
- 3.4 Stakes or the like must not be driven into the ground, unless permission has been specifically given.
- 3.5 Vehicles must not be driven over or parked upon the playing field at any time. Vehicles must not be parked upon playgrounds unless permission has been specifically given.
- 3.6 Bonfires must not be lit, unless permission has been specifically given.
- 3.7 Animals must not be allowed on the playing field.
- 3.8 No marking out of pitches may be done except by the authorized ground staff unless permission has been specifically given.
- 3.9 Playgrounds and playing fields must be left in a clean and tidy condition after use.
- 3.10 Any loudspeakers must be moderated so as not to cause a nuisance.
- 3.11 Spiked boots/shoes must not be worn on any synthetic playing surface.
- 3.12 The Head of School must be consulted in advance if there is any doubt about the interpretation of the above conditions.

## Fire Precautions

- 4.1 The Hirer, or a responsible person nominated by them in writing, shall be in charge of and be upon the hired part of the premises during the whole time the premises are open to the public and there shall be during that time sufficient staff or competent attendants on duty on the premises. The person in charge shall not be engaged in any duties, which will prevent them from exercising general supervision of the premises. The hirer shall ascertain and comply with any special fire precautions requirements contained in music, singing and dance, theatres, or any other licences appropriate to their intended use of the premises.
- 4.2 The seating accommodation, gangways, passages and stairways in the hired section of the premises shall be provided as approved by the Chief Officer of the East Sussex Fire Brigade, acting on behalf of the Hiring Authority.
- 4.3 All gangways, corridors, staircases and external passageways intended for exit shall be kept entirely free from obstruction and shall not be used as cloakrooms.
- 4.4 All exit doors shall be available for exit during the whole time that the public are on the premises, and shall be opened at the end of the function for the use of the persons present at function.
- 4.5 Doors and openings, other than exits, in sight of the audience, which lead to portions of the premises accessible to the public, shall have notices placed over them indicating the uses of such portions. Doors and openings leading to portions of the premises not accessible by the public shall have notices placed over them indicating "No thoroughfare".
- 4.6 Mats or other floor coverings shall be secured to prevent rucking, and any drapes over exit doors or exits shall be hung to prevent them trailing on the floor.
- 4.7 Inflammable materials shall not be used for the decoration of the premises unless such materials have been rendered flame retardant and are maintained in that condition.
- 4.8 All electric fires, gas fires, stoves and open fireplaces in the premises shall be provided with adequate protective guards.
- 4.9 Temporary electrical installations, which are necessary for any particular function, must comply with the following conditions:

- (a) All temporary electrical installations shall comply fully with the applicable recommendations and requirements of the current edition (with amendments) of the following:
  - (i) The Institution of Electrical Engineers Regulations for the electrical equipment of buildings;
  - (ii) The British Standard Specification and Code of Practice;
  - (iii) The Electricity Supply Regulations;

and they shall only be installed by a qualified electrician.

No temporary wiring shall be connected to circuits or fuse boards feeding the main auditorium lighting.

- (b) Temporary wiring shall be carried out using PVC insulated and sheathed cable to CMA manufacture, and switchgear and apparatus of a voltage rating not less than the maximum rms voltage difference, which can normally develop under fault conditions.

All additional stage lighting equipment that may be required shall be kept entirely separate from the existing installation, portable dimmer units being provided where required; no extensions shall be permitted from the existing dimmer equipment without the approval of the Director of Property Services.

- (c) All temporary equipment shall be bonded to the main system of earthing in accordance with Part 4 of the IEE Regulations.
- (d) All temporary installations, which have been installed, shall be disconnected from the permanent installation immediately after the occasion for which they have been used.
- (e) Any special requirements or installations that are to be approved, or any item that requires clarification, shall be brought to the notice of the Director of Property Services seven days prior to the proposed date of the required installation.

- 4.10 The Hirer shall ascertain the position of telephones, escape routes, fire alarm systems and fire fighting equipment, which shall be in the charge of some suitable person specially nominated for the purpose, who shall ensure that the appliances and equipment are always available for use. In

the case of staff performances and exhibitions the local Fire Officer shall be consulted as to whether any special fire fighting equipment should be provided.

- 4.11 Thorough checks should be made by the Hirer at the end of the hiring to ensure that no smouldering fires or cigarettes are left burning and that all doors and windows are properly secured.
- 4.12 If there is any doubt about the application of any of the above conditions, the advice of the Head of the School should be sought.

## Safeguarding

The Federation is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises they shall contact SPOA as soon as reasonably practicable.

"This guide is intended for use in respect of short term use of the premises and agreements which are intended to give no right of occupation beyond the expiry of the agreement. Further advice should be sought where it is intended to grant use of the premises for periods of more than a few consecutive hours or days at any one time."



## EAST SUSSEX COUNTY COUNCIL

### Application to Hire Facilities at School

|                                                                                                                                                                                                                                                                                                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SCHOOL:                                                                                                                                                                                                                                                                                                                                                       |
| HIRING ORGANISATION including name and address of person responsible:                                                                                                                                                                                                                                                                                         |
| PURPOSE OF HIRING:                                                                                                                                                                                                                                                                                                                                            |
| DATES AND DAYS REQUIRED:                                                                                                                                                                                                                                                                                                                                      |
| ACTUAL TIMES REQUIRED (to include preparation time and time for cleaning afterwards):                                                                                                                                                                                                                                                                         |
| MAIN FACILITIES/ROOMS REQUIRED:                                                                                                                                                                                                                                                                                                                               |
| WILL ANY OTHER FACILITIES BE REQUIRED? Eg stage lighting/piano/specialist equipment                                                                                                                                                                                                                                                                           |
| DO YOU REQUIRE HEATING: <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                              |
| DECLARATION BY HIRER:<br><br>I acknowledge that I have received a copy of the conditions governing this hiring and understand them. I agree to abide by them and to pay the sum due before the hiring takes place. I agree to pay for the reinstatement following any damage to property caused as a result of this hiring.<br><br>Date _____ Signature _____ |
| TO BE COMPLETED BY THE SCHOOL<br><br>This Hiring has been approved for, and on behalf of, the school.<br><br>Date _____ Signature of Head of School _____<br>The charge for this Hiring will be: £ _____                                                                                                                                                      |
| PAYMENT RECEIVED:<br><br><div style="border: 1px solid black; height: 40px; width: 100%;"></div>                                                                                                                                                                                                                                                              |

