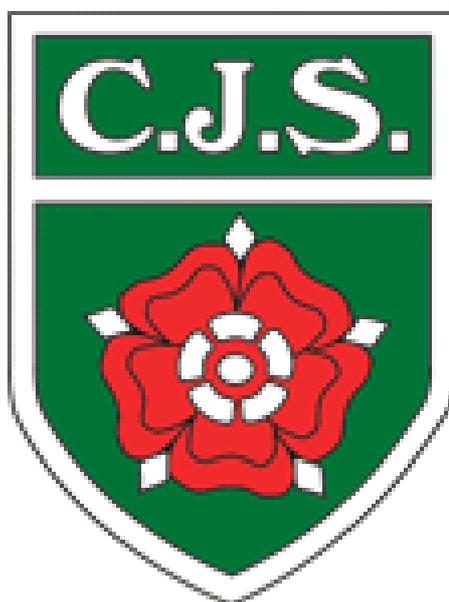


Policy & Procedure



Hiring / Lettings Policy 2021-2023

This policy is reviewed every three years and was agreed by the Governing Body of Chellaston Junior School in Autumn 2021 **and will be reviewed again in Autumn 2023**

Signed: _____ Chair of Governors

Date: _____

Non-Statutory Policy

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1. Aims

We aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations
- Allow the hiring of the premises without using the school's delegated budget to subsidise this
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school
- Not let any hiring out of the premises interfere with the school's primary purpose of providing education to its pupils

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- School hall
- Hub Building
- Classrooms
- Playing fields
- Playground

2.2 Capacity and charging rates

The capacity and rates for the **premises** aspects of hiring each area are as follows:

EXCL VAT		TERM TIME (PREMISES CHARGE PER FULL HOUR)*		OUT OF TERM TIME (PREMISES CHARGE PER FULL HOUR)*	
AREA	CAPACITY	MON-THURS	FRI-SUN	MON-THURS	FRI-SUN
School hall	250 standing 200 seated 180 seated w-tables	£7	£10	£9	£12
Hub Building	50	£8	£11	£10	£13
Classrooms	30	£6	£9	£8	£11
Playing fields / Playground (would include toilets in Hope/Edale)	N/A	£5	£8	£6	£9

*ALL LETTINGS ARE ALSO SUBJECT TO A CARETAKING FEE OF £15 PER HOUR

*ALL INDOOR LETTINGS ARE ALSO SUBJECT TO A LIGHTING/HEATING FEE OF £2 PER HOUR

3. Charging rates and principles

3.1 Rates

The rates for hiring out different areas are listed in the table in the section above. We may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the school.

3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 7 days' notice. A full refund will be issued if we do cancel a hire. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

The hirer of the premises can cancel any hire with a minimum of 14 days' notice. If less notice than this is given, the hirer shall not be entitled to a refund.

3.3 Review

The revenue raised from hiring out will be reviewed by the Head teacher and will be fed into the school's financial reporting, to ensure best value is being achieved.

4. Application process

Those wishing to hire the premises should fill out the hire request form, which you can find in appendix 1 of this policy, and read the terms and conditions of hire set out in section 5.

The hirer should fill out and sign the hire request form and submit it to the school office. Approval of the request will be determined by Miss Nicola Bacon (Office Administrator) in consultation with the Head teacher.

If the request is approved, we will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. We will also send on details of the emergency evacuation procedures and other relevant health and safety documents. The hirer will also need to provide proof of their public liability insurance.

We reserve the right to decline any applications at our absolute discretion; in particular, where the organisation does not uphold the values of the school, or reputational damage may occur.

- For one off events, a deposit of 20% must be paid at least 14 days before the date of the event with the balance being paid at least 7 days before the event.
- For regular hirers, payment for a full half term is expected in advance.

5. Terms and conditions of hire

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. The hirer shall pay the full amount as stipulated by the school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this licence.
4. The hirer shall not sub-licence any of the premises under the licence.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
8. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time and must take out its own public liability insurance with a reputable insurer approved by the school and **must** provide of copy of the relevant insurance certificate no less than 10 days before the start date of the licence.
9. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.
10. The hirer shall indemnify and keep indemnified the school from and against:
 - a. any damage to the premises or school equipment;
 - b. any claim by any third party against the school; and

- c. all losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
11. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.
 12. Any cancellations by the hirer received with less than 14 days' notice will not be refunded.
 13. Any cancellations by the school will be refunded.
 14. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
 15. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
 16. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the school.
 17. If the hirer breaches any of the terms and conditions the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
 18. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
 19. The hirer will acquire all appropriate additional licenses for any activities they are running, including those required for use of any third-party intellectual property.
 20. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
 21. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
 22. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
 23. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
 24. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

The use of foam or fireworks is not allowed under any circumstances

Chellaston Junior School is a no smoking site

6. Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times.

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.

Appendix 1: Hire request form

HIRERS' REQUEST FORMS

CHELLASTON JUNIOR SCHOOL - APPLICATION TO HIRE PREMISES

Name of Applicant	
Name of Organisation (if applicable)	
Position of applicant in the organisation (if applicable)	
Address of organisation/applicant	
Telephone contact number (applicant)	
Email Address (applicant)	
Telephone contact number (organisation) (if applicable)	
Email Address (organisation) (if applicable)	
Aims/Objectives of the organisation (if applicable)	
Purpose for which the premises are required	
Names of two stewards for the event(s)	

The stewards nominated above are responsible for controlling admission to the event, for clearing the room of people after the event and will be the liaison people for the Premises Officer (or other person responsible for locking the building)

How often do you want the booking?	Regular	One-off
If this a regular or one-off booking?		

	Term Time only	School Holiday only	Both term time and school holiday period
Is the hiring during or outside term time?			

One-off bookings only	
What date would you like to use the premises?	
What times do you require? You must include setting up and packing away	

Regular (e.g. weekly) bookings	
When would you like to have the first session?	
What date will be the final session (if applicable); if not applicable, just write 'rolling'	
What day(s) of the week would you like to use the premises?	
What times do you require? You must include setting up and packing away	

All bookings	
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U18s		18+		
Approximately, how many guests will be in attendance?				
Which part(s) of the premises would you like to use?				
School Hall	Hub Building	Playground	Field	Classroom(s)

IMPORTANT

Only if hirers provide two fire marshals with fluorescent jackets can **dry ice, smoke machines, bubble machines or fog machines** be used during functions. A full risk assessment must be carried out and the fire alarm can be 'zoned off' in the areas in use (this is the responsibility of the Premises Officer). Without fire marshals, **dry ice, smoke machines, bubble machines or fog machines** cannot be used as they interfere with the building alarm systems. *If hirers wish to use any of the above, this must only be done with the approval of the Head teacher.* It is then the responsibility of the hirer to inform all members of the attending public of their use.

I wish to use _____ at our event.

I have the permission of the Head teacher _____ signed (Head teacher)

I will ensure that the following two named Fire Marshalls understand their responsibilities and will not be under the influence of alcohol during the event.

Name of Fire Marshall 1 _____ **Signed** _____

Name of Fire Marshall 2 _____ **Signed** _____

Fluorescent jackets can be provided by the Premises Officer and must be returned following the event.

In order to protect the premises and users from possible exposure to dangers, hirers must consult with the Head teacher (through the Premises Officer) if intending to use any of the following at any function:

- **Strobes**
- **Lasers**

There must be clear signs on entry to and around the building if permission is given.

Hirer's Health & Safety Information – Confirmation Form

To be completed once the Hire has been confirmed by the school

Name of Organisation	
Name of Person in Charge	

Tick to indicate you have received information and/or instruction about these issues/items

No	Issues/Items	Tick	Additional Comments?
1	Facilities Risk Assessments(s)		
2	Fire Alarm Points		
3	Fire evacuation procedures		
4	Evacuation routes		
5	Refuge Point		
6	Assembly Point		
7	Contact Details for Premises Officer		
8	Location of the First Aid Kit		
9	Toilet access		
10	Drinking water access		
11	Entrances and Exits		
12	Information about reporting damaged or faulty building infrastructure and/or equipment		
13	Information about reporting accidents or near misses		

I have been made fully aware of my health and safety responsibilities for the hire of facilities at Chellaston Junior School

Signed		Date	
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For Office Use Only

Name of Organisation	
Name of Person in Charge	
Date(s) of booking	

	Area of school	Area of school	Area of school		
	£	£	£	VAT	
Premises					
Caretaking £15ph					
Heating and Lighting £2ph (indoors only)					Final Total
Totals					

Public Liability from Hirer? Yes / No

Appendix 2:

2a. Alcohol and Entertainment on School Premises

The Licensing Act 2003 now controls the sale and supply of alcohol, the provision of regulated entertainment and the provision of late night refreshment. Licensable activities are:

- i) the sale by retail of alcohol;
- ii) the supply of alcohol by or on behalf of a club to or to the order of a member of a club;
- iii) the provision of regulated entertainment;
- iv) the provision of late night entertainment.

Regulated entertainment includes:

- i) the performance of a play;
- ii) an exhibition of a film;
- iii) an indoor sporting event;
- iv) boxing or wrestling entertainment;
- v) a performance of live music;
- vi) any playing of recorded music;
- vii) a performance of dance;
- viii) entertainment of a similar description to live music, recorded music or dance; but the entertainment or entertainment facilities must be for the public or a section of the public or for members or guests at a club or if not any of those then for consideration and with a view to profit.

- A Premises License authorises the holder of the licence to use the premises for the licensable activities and in accordance with the detailed operating conditions;
- Personal Licences authorise individuals to supply alcohol or authorise the supply of alcohol in accordance with a premises licence;
- A Club Premises Certificate provides authorisation for qualifying clubs to use club premises for qualifying club activities.

The grant of premises licenses and club certificates is through the local authority (City Council) for the area in which our school is situated, and for personal licences it is the Council for the area in which the applicant is normally resident.

2b. Permitted Temporary Activities

Small scale temporary events are permitted and may be carried out in accordance with a temporary event notice given under the Act.

There are formal requirements and procedures to be followed to authorise such temporary events at which alcohol will be sold or supplied and/or other licensable activities will take place, the most notable of which are as follows:

- i) notice in the prescribed form and containing the prescribed information must be given to the local authority and police by the premises user a minimum of 10 working days before the day on which the event period begins;
- ii) the event must be of less than 96 hours duration;
- iii) there must be more than 24 hours between events using the same premises or having the same premises user;
- iv) there can be a maximum of 12 events at the same premises in any one calendar year;
- v) the premises can be used on no more than 15 days in any calendar year;
- vi) no more than 500 persons are to be allowed on the premises at the same time;
- vii) where the supply (sale) of alcohol is involved the notice must make it a condition of using the premises that such supplies are made under the authority of the premises user who can hold 5 events in any calendar year (50 if a personal licence holder).

Note:

The information provided is not exhaustive and is intended as a guide only. If we are unsure what restrictions may apply to the intended booking or for a function we intend to promote then we should seek appropriate advice from the Licensing Officer at the City Council (<https://www.derby.gov.uk/licensing/alcohol-licences/alcohol-entertainment/>).

The application form for the hire of premises provides for the provision of regulated entertainment and/or the consumption of alcohol.

If alcohol is to be consumed, then we will consider the nature of the function and whether or not the alcohol is to be sold to the persons attending i.e. by the operation of a bar. If alcohol is to be sold (and sale includes most devices intended to avoid the need for a formal license including tickets for a dinner which includes wine or similar) then it will be necessary for the premises to be licensed.

We should also be satisfied that the quantities of alcohol available will not be excessive and that the number of persons attending the function is reasonable and within any maximum limits determined by our fire risk assessment for the premises having regard to the intended use and the type of persons likely to attend.

As our premises are not already licensed for the sale of alcohol and other regulated activities then the alternatives are for the Hirer, in consultation with you, to arrange to give a temporary event notice. If, in the future, our school holds a premises licence then the supply of alcohol may be through our own personal licence holder if they are to run the bar or through some other personal licence holder, but if the latter then the original personal license should be inspected, and a copy taken for our records.

If regular events are to be held at our school, I then we may choose to apply for a premises licence as it would simplify the running of a bar and other regulated activities. This could require changes to our Planning Permission and advice would therefore be sought from the Learning Environment Team before proceeding.