

West Coker Primary School



Lettings Policy

B 08

Approved by the Governing Body of West Coker Primary School in May 2021

Executive Headteacher.....

Chair of Governors.....

Proposed Date of Future Review May 2022

LETTINGS POLICY

This sets out the arrangements for the use of the school premises by groups, individuals or organisations.

It should be read in conjunction with the LA's advice and guidance on Lettings and Lettings Insurance. Refer to websites for information on extended schools.

All hirers of the school premises will be made aware of the hire costs, terms and conditions, including insurance requirements, before the hire and the agreement signed (see Appendix 4.3).

Hire charges will be reviewed annually by the Headteacher and Governors. The charges will cover any costs incurred, ie heat and lighting, caretaker and insurance. Charges which will take effect from 1st April 2021 are as follows:

- £25 per hour for the first hour and £12.50 per hour thereafter

Caretaker costs are based on the current rates issued by Somerset County Council's Employees Services Unit based on the number of rooms hired. An element for heating and lighting is included based on advice from Somerset County Council's Energy Management Team. Insurance is added at the current rate of 12% issued by Somerset County Council's Insurance Section.

Charges to children and youth groups may be subsidised if funds are available for this purpose. This is to be agreed on individual circumstances by the Headteacher and Governors.

There is currently no charge for the use of the premises by the PTFA. Similarly, education- based activities or activities that happen during the school day (with the agreement of the Headteacher) will not be charged.

NB: In VA schools the Governors are entitled to any income over and above costs incurred (Financial Management Scheme 5.2.1).

Where possible fees are payable in advance. If this is not possible an invoice will be raised promptly.

Please also see separate lettings policy for the Glebe field

APPLICATION FOR HIRE

I hereby apply for the use of the facilities detailed below: Club/Organisation:

Accommodation required: _____

Equipment/Furniture required: _____

Equipment, etc to be brought onto premises by Hirer (if any): _____

Heating required: _____ Yes/No

Insurance required: _____ Yes/No

Qualification of Hirer (if relevant) see No 14 of Conditions of Hire: _____

Applicant's Name: _____

Address: _____

Telephone No: _____

Treasurer: _____

Address: _____

Telephone No: _____

Date required: _____

Alternative Date: _____

Times: From _____ To: _____

Approximate number of people: _____

I have read and agree to be bound by the Conditions of Hire.

Signed in a personal capacity and on behalf of whose authority I have to bind them by signing this application.

Signed: _____

Date: _____

LETTINGS OF COUNTY COUNCIL PREMISES - INSURANCE

Subject to the Exclusion mentioned below, the County Council is able to offer the following cover by way of insurance for hirers of Somerset County Council schools and other premises on a casual basis:-

1. PUBLIC LIABILITY (THIRD PARTY) insurance - ie, claims by persons for whom the Hirers (not the Somerset County Council) may be responsible.

Cover, which includes risks of food poisoning from food and drink supplied by the hirers, has been arranged subject to a limit of £2,000,000 for claims arising out of any one occurrence.

2. DAMAGE TO PREMISES HIRED (but excluding fire damage - see below). Cover which includes vandalism for which the Hirer may be responsible, is limited to £1,000,000 for each hiring and is subject to the hirer meeting the first £100 of each claim.
3. DAMAGE TO PREMISES HIRE by FIRE OR EXPLOSION for which the hirer is responsible or which is directly attributable to hiring.

EXCLUSION

The above insurance arrangements DO NOT apply to Commercial Organisations such as a trading company promoting an exhibition or promoters of professional entertainment on the Council's premises. Such hirers are expected to have made their own insurance arrangements.

1. This statement is only a summary of the position. If required, fuller details of the insurance cover may be obtained from Somerset County Council Insurance section.
2. The premium should be added to the hiring charge (currently 12% of the hiring charge).
3. This insurance cover is also available to hirers where no charge is made by the County Council, although it is expected that outside organisations eligible for free use of premises will have made their own insurance arrangements. If cover is required a premium will be charged equivalent to that payable on a chargeable letting for a similar period.
4. All activities of staff, governors and parents/teachers associations, which are directly related to the running of the school (including fund raising activities) are covered by the Council's insurances.
5. It is required of the insurance cover that all reasonable precautions be taken to prevent accident, loss, damage or injury.
6. The Somerset County Council is unable to insure hirers against their responsibility to their own employees. Hirers must make their own arrangements as required by the Employer's Liability (Compulsory Insurance) Act 1969.

7. The Somerset County Council does not provide insurance for other risks of hirers, eg, loss of money, tickets, etc or arising from the cancellation of a hiring. Hirers must take whatever steps they deem necessary to protect themselves against such risks.
8. All claims under these insurance arrangements are made to Somerset County Council's Insurance Section.

Preliminary information should be telephoned to the Resources Directorate where advice on further action will be given.

Heads of hire premises or hirers should not attempt to contact the County Council's insurers without first contacting the Resources Directorate staff.

LETTING OF EDUCATIONAL ESTABLISHMENTS

CONDITIONS OF HIRE

1. In these conditions,
 - (a) "the establishment" means the school premises;
 - (b) "the Hirer" has the meaning defined at paragraphs 3 and 4 below;
 - (c) "the facilities" means the premises and/or equipment forming part of or belonging to the establishment which the Hirer has identified on his/her application form;
 - (d) "the responsible body" means the establishment's governing body, its management committee or any other body charged with responsibility for the use of its premises by the community;
 - (e) "the Authority" means the Somerset County Council.
2. All applications for the hire of the facilities must be in writing on the printed form.
3. The person signing the application form shall be deemed to be the Hirer and must be over 18 years of age.
4. Where the Hirer indicates that he or she signs the application form on behalf of any club or organisation, that club or organisation shall also be deemed to be the Hirer and shall be jointly and severally liable with the applicant for any breach or non-observance of these conditions.

Should there be any default of payment by that club, the person signing the form shall be deemed personally liable.
5. The facilities will be used solely for the event described on the application form. If this booking relates to a regular and continuing booking this one undertaking shall be binding for all occasions when the facilities are used.

6. The Headteacher, or his/her representative, may refuse admission to any person without giving any reason for doing so and may similarly require any person to leave the premises.
7. The Hirer will be responsible for the provision of all such information, instruction and supervision as is necessary to ensure the safety of any activity for which the facilities are used, and carry out a risk assessment accordingly.
8. The behaviour of all persons attending at the establishment for this booking is the responsibility of the Hirer.
9. Neither the Authority nor the responsible body shall be liable for any loss or damage to any property arising out of the hire, nor any loss, damage or injury which may be incurred by or be done or happen to any person or persons using the centre during the hiring, arising from any cause other than the negligence of the Authority, its servant or agent.
10. The Hirer shall be responsible for all damage or loss to any fixtures, fittings, sports or other equipment or property occurring during the period of the hiring however and by whomsoever caused, together with any additional expenses and/or consequential losses arising from the damage or loss.
11. Details of the insurance arrangements which Somerset County Council is able to offer are attached. Hirers should consider and effect such cover by way of insurance they may deem necessary for risks not mentioned (eg, cancellation costs - see condition 18).
12. The Hirer must familiarise himself/herself with the emergency procedures for fire, first aid and accident reporting and carry them out to the best of his/her ability.
13. The facilities must be clean and tidy and all equipment must be put back after use. If the facilities are not cleaned to the reasonable satisfaction of the caretaker the Hirer will be responsible for any payment necessary to have them cleaned and this sum will be added to the bill.
14. A qualified supervisor is present during all activities of a hazardous nature, ie, karate, trampoline, gymnastics, swimming, judo or where the hiring organisation is a youth group.
15. The Hirer is solely responsible for the adequacy, suitability and safety of all equipment brought on to the facilities.
16. It is the sole responsibility of the Hirer to obtain any necessary licence for the sale of drinks for the performance of plays and similar productions and for the playing of pre-recorded music.
17. The Hirer must ensure that there are sufficient stewards to prevent unauthorised persons from entering the facilities and to ensure that guests are restricted to the facilities and to the necessary means of access thereto.
18. It may be necessary for the establishment to cancel or postpone this hiring. In that event neither the Authority nor the responsible body shall be liable for any consequential loss that he/she may sustain.

19. The responsible body reserves the right to vary these conditions at any time without notice or to make special arrangements in any particular case.
20. Authority to accept or decline or postpone a booking shall rest with the Headteacher of the establishment or his/her representative whose decision shall be final.
21. The caretaker will be present to unlock the premises at the beginning of the hire and will lock up at the end. He/she will not be available during the period of the hire.
22. Payment will be made if possible in advance of the hire. If the hire is for a regular let the establishment will invoice the hirer on a termly basis.

Review Date: May 2021