



CARBEILE JUNIOR SCHOOL

LETTINGS POLICY

PH – February 2024

Rationale

The purpose of this policy is to ensure that the most effective use is made of the school premises. We believe that our school should be a centre for lifelong learning and a resource for parents and the wider community. We recognise that the facilities could generate resources for the school provided that any letting is not detrimental to the premises, staff or pupils.

1. Guidelines

- All lettings will be at the discretion of the Head Teacher and Governing Body who may refuse or cancel lettings if they consider it in the interests of the school to do so.
- Lettings between midnight and 08.00am are not permitted.
- All hirers must comply with the regulations set out in this policy and those stipulated within the 'Terms and Conditions for the Hiring of Premises' (Appendix A).

2. Charges

- All charges will be subject to a periodic review by the Governing Body.
- The calculation of charges will reflect the 'Suggested Scale of Reimbursement to Schools for the Use of Premises by Adult Education'.
- Payment of fees and charges will be made direct to the school and subject to the 'Terms and Conditions for Hiring of Premises'.

3. The Application Process

- The Hirer submits a Carbeile Junior School application form (Appendix B), which sets out the time and date of the proposed hiring and the precise definition of the premises and facilities to be hired, including rooms for sporting events, toilet and catering facilities. Permitted numbers will also be discussed and noted.
- The application will be considered by the Head Teacher and Governing Body and a decision will be made whether to permit the hire.
- The site supervisor will be informed. A site supervisor will be available to service the hiring as a key holder.
- The application will be signed by the Head Teacher and the decision noted. The Hirer will be issued with a copy of the agreed fees and charges and a copy of the 'Terms and Conditions for the Hiring of Cornwall Council Premises'.
- The Hirer will be issued with a copy of the 'Arrangements for Use of the Building' (Appendix C) and must ensure that associated organisers/supervisors are fully aware of all relevant information.
- *An invoice will be issued termly and must be paid in full within 14 days.*
- A receipt will be issued.

4. Roles and Responsibilities

- a) The **Head Teacher** will:

- Maintain a central booking system
 - Consult the Governing Body on requests for bookings including those that do not meet the school's hiring criteria.
- b) The **Governing Body**, with advice from the Head Teacher will:
- Balance the desire to generate income against the desire to support 'worthy' groups within the community.
 - Agree the criteria to be used when deciding which groups can use the premises.
 - Ensure that use by external organisations does not degrade the standards of the facilities.
 - Consider the implications of all requests received for the health, safety and security of pupils and staff.
 - Consider the implications for workload for staff.
 - Refer to the 'Terms and Conditions for the Hiring of Cornwall Council Premises' (Appendix A) and 'Suggested Scale of Reimbursement to Schools for the Use of Premises by Adult Education'.

5. Arrangements for Monitoring and Evaluation

The Governing Body will receive reports from the Head Teacher on a termly basis with regards to the use of the school outside of the school day and the income generated. Issues requiring intervention will also be noted together with any action taken and the outcome.

6. Related Policies

Health & Safety
 Equalities Schemes
 Curriculum
 Teaching & Learning
 Finance

7. Policy Review

Unless a specific need arises, this document will be reviewed every two years. Electronic copies of the document will be retained by the Clerk and Senior Administration Officer. A hard copy will be stored in the policy file.

Date of next review: February 2027

Signed Head Teacher: Mr P Hamlyn

Signed Chair of Governors: Mrs S Morton

Date: 05/02/2024

Terms and Conditions for the Hiring of Premises

- 1. Applications**
All correspondence and applications for the hire of **Carbeile Junior School** must be made to **Headteacher**. The School reserves the right to call for further particulars of any proposed hiring.
- 2. Hirer**
The hirer must be over 18 years of age and shall be the person by whom the application for the hiring is signed. Such person shall be responsible for the payment of the hire and other fees payable in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations herein contained and on the part of the hirer to be observed and performed. Hiring agreement should always be in writing.
- 3. Right of entry**
The School reserves the right to enter at all times on producing evidence of their identity.
- 4. Cancelling of Hiring**
The right is reserved to cancel any hiring, without notice, where the School or its representatives consider it necessary for any cause outside their control. In the event of any hiring being cancelled, any payments already received will be refunded to the hirer, but the School shall not be held liable or required to pay compensation for any loss sustained as a result of or in any way arising out of the cancellation of the hiring.
- 5. Preservation of Order**
The hirer is responsible for the preservation of good order during the hiring of the premises and for any damage that may be done to the property in consequence of the hiring or which would not have been done if the hiring had not taken place. No nails, tacks, screws, etc shall be driven into any of the walls, floors, ceiling, furniture or fittings. It is a condition of the hiring that the wearing of stiletto heels by those using the premises shall not be permitted. At any hiring to which members of the public are admitted, the hirer shall provide an adequate number of stewards who shall be present throughout the hiring. In the event of any such damage, the School may make it good and the hirer, by the acceptance of the hiring subject to these regulations, will thereby be deemed to have undertaken to pay the cost of such reparation.
- 6. Intoxicating Liquor**
Intoxicating liquor shall not be sold or consumed on school premises, unless written approval in advance has been obtained from the Governing Body, and the appropriate licence obtained from the licensing justices.
- 7. Licensing**
The premises hired shall not be used for cinematograph exhibitions, public music or music and dancing, or stage play purposes for which a statutory licence is required granted by the licensing authority unless such a licence has been so granted in respect of the premises and the hirer shall strictly obey and observe all the requirements laid down in the licence.

8. **Safeguarding Children**

The hirer is responsible for ensuring that they have effective recruitment and vetting procedures for all staff/volunteers working on the premises in order to safeguard and protect children. This will include ensuring all pre-employment checks required under the Working Together to Safeguard Children 2006 and Safeguarding Children and Safer Recruitment in Education 2007 (including the DBS checks) have been undertaken for any staff/volunteers who work with young people or vulnerable adults on the school premises undertaking 'regulated or controlled activity'. Further information on this is available in Appendix 2 or from <https://www.gov.uk/disclosure-barring-service-check>

Child and user safety must be paramount and the hirer must have a child protection policy to include the requirement for staff to be appropriately trained in relation to this policy. The hirer should monitor, review and update its policies and procedures in relation to safeguarding children on a continuous basis and should adhere to the DFE guidance called 'Safeguarding Children and Safer Recruitment in Education' (January 2007).

The hirer must state in any correspondence or advertising to parents that the activity is not run by **Carbeile Junior School** and that **Carbeile Junior School** does not endorse any of the clubs, groups or organisations who are party to this Agreement ('the Hirer') and prospective users should make such checks as are prudent to determine their suitability.

The hirer must attach their child protection policy with this hiring.

9. **Catering Services**

The kitchen does not form part of the premises for hiring purposes. Hirers wishing to use the kitchen must contact the premises' catering contractor via the School Business Manager. All hirers who wish to use the kitchen to produce meals must arrange through the catering contractor for a member of their catering staff to be present throughout the hiring, and the hirer will be liable to meet the cost involved. This attendance is necessary in order to meet the obligations under the Health and Safety at Work Act 1974. Any hirer must:

- Comply with all relevant legislation and, in particular, the Food Safety Act 1990 and Food Hygiene Regulations 1970 as amended in 1990 and 1991.
- Ensure that the premises and equipment are left "as found" and that the catering contractor's stocks of food and cleaning materials are not used.
- Not use refrigeration equipment.
- Not use light kitchen equipment except with the specific permission and agreement of the catering contractor to whom the equipment is on loan for the period of the catering contract.
- Be responsible for breakages, losses, damage, etc.
- Remove from the premises all rubbish and food waste.

10. **Gaming**

No gaming is allowed except in accordance with the conditions of the Gaming Act 1968 (as amended) and the Gaming (Bingo) Act 1985 when gaming is carried on as an entertainment promoted for raising money be

applied for purposes other than private gain. A copy of these conditions is open for inspection in the premises office during the normal hours of business and the hirer shall be deemed to have knowledge of the contents thereof whether or not he has availed himself of the opportunity of inspection.

11. Furniture and Equipment

Furniture (other than chairs for use in halls) shall not be moved except by arrangement. Under no circumstances should pianos be moved.

12. Copyright

The hirer shall comply with all the provision of the Copyright Act 1956. If the hirer fails to do so any permission previously granted by the Lettings Coordinator to use the premises shall be immediately cancelled and the School shall have the right to recover fees, charges or any other payments referred to in these regulations.

The hirer shall indemnify the School from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of copyright works on premises.

13. Electrical Systems

Any alteration or addition to the lighting or electrical heating systems is strictly forbidden, except with the written consent of the School . Consent may be subject to conditions, which the hirer will be required to observe and, where necessary, the consent of the electricity undertakers.

14. Stage and Spot Lighting

If stage lighting and spotlights are required, it must be clearly stated on the application form. Any operation of the spotlights and dimmers must be carried out by a competent person. A separate charge on which VAT is levied may be made for the use of stage lighting.

15. Fees and Charges

Payment shall be made to the Finance Officer once both parties have a copy of the signed agreement and prior to the event taking place. In the event of damage occurring during the hiring, the hirer will be liable for the cost of making good any damage which occurs during the hiring. The School reserves the right to refuse access to the premises hired if the whole of the fees have not been paid or if these regulations have not been complied with. The School also reserves the right to refuse to accept payment by cheque.

16. Payment of Charges

All charges must be paid in full and bookings *may* not be accepted later than fourteen days prior. Special arrangements may be made for payment for series bookings.

17. Cancellation/Postponement of Hiring

Hirers will be allowed to cancel or postpone such bookings on the following conditions unless in either case the premises are re-booked: if fourteen or more days notice is given, no fees will be payable, and, less than fourteen days, full fees may be payable.

18. Indemnity and Insurance

The hirer shall indemnify the School against all action, proceedings, claims and demands whatsoever which may arise as a result of the hiring.

The Premises Controller must satisfy him/herself that the hirer has suitable public liability insurance. Contact Insurance Services on 01872 323231 for further details. Short term insurance can be provided at a nominal charge.

19. Entertainment Programme

The hirer, if called upon to do so by the School, shall furnish for approval a copy of the programme or any entertainment to be given during the hiring and in that event no entertainment shall be except in conformity with a programme which has been approved by the School. Failing approval of a programme, the hirer will be allowed to cancel the hiring without payment.

20. Children's Entertainment

The following provisions of Section 12 of the *Children and Young Persons Act 1933*, must be strictly complied with:

- a. Where there is provided in any building an entertainment for children, then, if the number of children attending the entertainment exceeds one hundred, it shall be the duty of the person providing the entertainment to station and keep stationed wherever necessary, a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building, or to any part thereof, than the building can properly accommodate, and to control the movement of the children and other persons admitted while entering and leaving the building or part thereof, and to take all other reasonable precautions for the safety of the children.
- b. Where the occupier of a building permits, for hire or reward, the building to be used for the purpose of an entertainment he shall take all reasonable steps to secure the observance of the provisions of this section.
- c. If any person on whom any obligation is imposed by this section fails to fulfil that obligation, he shall be liable, on summary conviction, to a fine not exceeding, in the case of a first offence, fifty pounds, and in the case of second or subsequent offence one hundred pounds, and also, if the building in which the entertainment is given is licensed under the Cinematograph Act 1909 or under any of the enactments relating to the licensing of theatres and of houses and other places for music or dancing, the licence shall be liable to be revoked by the authority by whom the licence was granted.
- d. A Police Constable may enter any building in which they have reason to believe that such entertainment as aforesaid is being, or is about to be provided, with a view to seeing whether the provisions of this section are carried into effect, and an officer authorised for the purpose by an authority by whom licences are granted under any of the enactments referred to in the last foregoing subsection shall have the like power of entering any building so licensed by that authority. (Reference in these regulations to the education committee shall be construed as references to any sub-committee or officer to which powers in relation to school lettings have been delegated.)

21. Additional Regulations - Hire of Playing Fields/Open Spaces

No warranty is given by the School that the field or open space is fit for use proposed and the hirer must satisfy themselves as to the field's suitability and take all reasonable precautions for the safety of all persons likely to use the field or open space during the period of hire.

The hirer shall be responsible for supervising the behaviour of all persons using the field and will not allow its use in such a manner as to be likely to cause nuisance or annoyance to the occupiers of neighbouring premises.

No lines are to be marked on the field or grassed area without the specific consent of the School Business Manager.

The hirer shall not allow the field or a part thereof to become fouled by dogs.

22. No Smoking Policy

It is against the law to smoke anywhere on the school site. The hirer of the building is required to abide by these regulations.

23. Maximum Capacity

Area	Dancing	With tables and chairs	Seated audience
Main Hall	120	100	120
Dining Hall	80	60	80

Figures relate to numbers when hiring to external organisations; they do not apply to everyday school activities and/or events.

24. Fire Regulations and Exits

During the day visitors must comply with regulations as set out in the safety guidelines attached to the 'visitors badge' issued at reception. Out of School hours the Hirer is responsible for ensuring the evacuation via sign posted exits.

Appendix B

Cornwall Council
Application for the Hire of:
CARBEILE JUNIOR SCHOOL



To be completed by the Applicant/Person responsible for payment of the scale and other charges in respect of the hire.

The Hirer:

Name of Applicant	
Society/Organisation represented	
Contact Address	
Telephone Number (daytime)	
Telephone Number (evening)	
E-mail Address	
Public Liability Insurance (Quote Company & Policy Number)	

Details of Hire

		For Office Use Only CHARGE
Area of Premises to be hired		
Date(s) of proposed hiring		
Time(s) of proposed hiring		
Will access be required outside these times (e.g. to set-up or pack-up)?		
Purpose of Hire		
Number of Adults expected to attend		
Number of children (under 16) expected to attend.		
Hirer must attach Child Protection Policy		Attached? <input type="checkbox"/>
Will catering facilities be required?		
What other facilities will be required (Stage lighting, Sound System, etc.)?		

Licence gained?

Will there be music and dancing?

--

Will alcohol be served/consumed?

--

Is an admission fee to be charged?

£

To what purpose will the proceeds be devoted?

--

Will the proposed function be advertised and, if so, in what manner

--

The Hirer must not indicate or imply, in any way, that the event is endorsed by the Council/School in any advertisements.

Declaration

I hereby make application for the use of the accommodation and facilities stated above and, upon application being granted, I undertake to pay, in advance (unless otherwise agreed), the scale and other charges in respect thereof and to comply with the conditions in the subjoined Terms and Conditions and the User Information Sheet.

I declare that I am 18 years or over

Signature of Applicant _____ Date _____

Print Name _____

Authorisation

To be completed by the Premise Controller.

I agree to the hiring of the accommodation and facilities to the Applicant as detailed above based on the provisions of the Terms and Conditions.

Signature of Premises Controller _____ Date _____

Print Name _____

For Office Use Only

Agreed Charges	£	Invoice Number
VAT @ 17.5%	£	
Total	£	

Appendix C

CARBEILE JUNIOR SCHOOL INFORMATION SHEET

ARRANGEMENTS FOR THE USE OF THE BUILDING FOR LETTINGS

Access

- Keys and alarm information will not be made available to hirers. Access and building security will be controlled by members of Carbeile Junior School staff.
- Front entrance security will only be communicated if the nature of the hire deems it necessary i.e. days and times.
- A Carbeile Junior School key holder will ensure that the premises are accessible prior to hire.
- A Carbeile Junior School key holder will ensure that the premises are locked and alarmed following the hire.
- All hirers must ensure that the entrance is securely closed when leaving the premises.

Communication

- In an emergency you must notify a Caretaker, contact details are displayed in the front entrance.
- Contact details for the alarm security company are also displayed in the front entrance and should be used if a Caretaker cannot be reached.

Facilities/premises condition

- The premises will be in a clean and tidy condition for your use.
- Please ensure the premises are left in a clean and tidy condition after use.
- Toilet facilities are available in the entrance hall, including a disabled toilet.
- Details of any additional facilities required by the Hirer must be agreed at the application stage.

Equipment

- The use of any school equipment must be clarified and agreed at the application stage.
- The Hirer is responsible for ensuring that equipment is used only for the purpose it is intended and that it is left in the condition it was found.

Policies

- Smoking is not allowed in any area of the school building or grounds.

Risk Assessments

- Relevant risk assessments will be carried out by the Head Teacher/Health & Safety Officer.
- The Hirer must ensure that risk assessments are undertaken for activities to be held during an event/meeting.

Security

- The Hirer is responsible for ensuring that guest/visitors are aware of the restrictions relating to access to classroom areas of the school.
- Note information documented in the 'communication' section.

Emergency Evacuation

- All hirers must be aware of security procedures and emergency exits.

- Emergency evacuation should be made through the front door or the double doors at the back of the hall.
- The Hirer must ensure that at least two people on the premises are aware of the location of the nearest fire alarm and extinguisher.
- In the event of an emergency evacuation ensure that all visitors/ guests have left the premises before contacting the emergency services and a Caretaker.

First Aid

- First Aid is the responsibility of the Hirer.

Insurance

- The Hirer must have Public Liability Insurance in place.
- Any necessary licences must be arranged by the Hirer.
- The hirer must adhere to the 'Terms & Conditions for the Hiring of Premises' (a copy is enclosed in Appendix A).

Signed Hirer:

Signed Head Teacher:

Date: