

Kineton Green - Lettings Guidance Notes

Procedure and Conditions for the Hiring of School Premises and Grounds out of School Hours.

1. Introduction

(1) General principles

Permission to use school premises out of school hours may be granted by the school, provided:

- (i) the use is compatible with the overall aims and ethos of the school and
- (ii) that the use does not conflict with the educational functions of the school, and
- (iii) does not create any disturbance or inconvenience to the neighbourhood and
- (iv) the use does not interfere with any existing school use.

(2) Use of Playing Fields

Playing fields may be made available for use out of school hours at the discretion of the school, providing the school are satisfied that the fields are in a fit state for such use.

(3) Withdrawal of Facilities

Any breach of these conditions will lead to immediate withdrawal of the facilities granted. The hirer will forfeit any monies already paid.

(4) Hire of Sports Halls

The use of sports halls is subject to separate charges.

(5) Prevention of Damage

No stiletto heels, studded shoes, or other types of footwear likely to cause damage to floors should be worn. The hirer shall be responsible for making good any damage done to the school premises, furniture, equipment or material.

2. Applications Procedure, Conditions of Booking etc.

Any application for the hire of rooms in schools must be made in writing and is subject to the following Conditions of Booking:

(1) Formal application

Application for the hire of rooms in schools must be made in writing to the Head Teacher of the school concerned, at least 14 days before the proposed use.

An Application form must be completed even if no fee is payable. This is to confirm that the hirer accepts the schools terms and conditions.

(2) Confirmation of Booking

School premises will not be regarded as booked until the completed application form has been submitted and formally confirmed with the hirer with details of the hiring charges and any other fees.

Any application may be refused without stating reasons. No public announcement of a function to be held in a school should be made until the booking has been formally confirmed.

The Schools decision on the charges for each hiring shall be final.

(3) Payment of charges

The charges levied must be paid seven days in advance of the letting and for lettings of a regular nature termly in advance.

All payments must be made directly to the school either via the Parentpay system or in exceptional circumstances, by cheque, made payable to Solihull MBC. Failure to pay in accordance with the Terms and Conditions of hire will result in immediate cancellation of the booking.

(4) Cancellation

The Head Teacher must receive, in writing, notification of any cancellation, at least seven clear days before the date booked. No refund is due to the hirer if cancelled in a lesser period.

One month's notice is required to terminate arrangements made for the regular hire of school premises, but any abuse on the part of the hirer may lead to immediate cancellation of the letting. In circumstances where the school is compelled to withdraw the use of the premises, due to a breach of the hiring conditions, all monies paid will be forfeit.

(5) Lettings not transferable

The hirer is not allowed to transfer the hiring to any other person or organisation.

(6) Period of Hiring

If a series of hirings is required, the application form must cover one school term only, and must state the exact date of commencement and termination, a fresh application must be made for any hiring dates required in subsequent terms.

(7) Consultation with Head Teacher

Detailed arrangements for the use of the premises shall be made by the hirer with the Head Teacher or the Head Teacher's representative, including, when necessary, arrangements for the erection and/or dismantling of staging.

(8) Caretaking

The school caretaking staff must not allow the use of any other parts of the school building other than those specified on the application form.

No payment is to be made directly to caretaking staff. Caretakers costs are to be covered within the application fee.

3. Conditions for use of School Premises

The following conditions for the use of school premises by any hirer shall apply:

- (i) The following parts of the Premises shall not be hired unless a special application has been made and permission granted; teachers rooms, laboratories, libraries, kitchens and domestic sciences, handicrafts.

Where special permission is given for the use of the school kitchen, a member of the school meals staff must be in attendance for the whole of letting. In the event of schools meals staff not being available, a suitably trained person must be in attendance.

- (ii) Medical or Dental Inspection Rooms shall not be used by any outside individuals or bodies for any purpose whatsoever.
- (iii) No intoxicants shall be sold, supplied, or consumed on the premises of any school, except at special functions for which the school have granted special dispensation, and at these functions the Hirer must ensure that persons under 18 years of age must not be sold or supplied with or consume any intoxicants.

It is the Hirer's responsibility to obtain any necessary licences and consents.

- (iv) Smoking is not permitted in a school building, or on the school grounds.
- (v) No polish or similar materials shall be applied to floors. School premises must be left in satisfactory order.

- (vi) Meetings/functions shall close not later than 10:00pm unless a later closing time has been authorised, in which case additional charges may be payable.
- (vii) The hirer shall reimburse the school in respect of any damage to property sustained in the course of hiring.
- (viii) For any public entertainment, the hirer shall be responsible for the prevention of overcrowding such as to endanger public safety and for keeping clear all gangways passages and exits.
- (ix) If school premises are required for concerts or for dramatic, musical, film or any other public entertainment, or if visual aids are used, the Hirer must ensure that:-
 - (a) The requirements to the Inland Revenue Department with respect to entertainment tax have been made.
 - (b) Copyrights are not infringed.
 - (c) The requirements of the licensing justices, when necessary, have been or will be met.
 - (d) No play shall be performed or shown which is in any way offensive to public feeling.
 - (e) In the case of film shows, only non-inflammable film is used and that adequate fire extinguishers are provided by the Hirer.
 - (f) The provisions of the Children and Persons Acts with regard to performances by children have been or will be, observed.
 - (g) Any licence necessary under the Theatres Act 1968 and the Cinematograph Acts have been, or will be, obtained.
- (x) The parking of motor cycles, cars, lorries, or any other vehicle, on the school premises, where suitable accommodation is available, shall be permitted only on condition that persons bringing such vehicles onto the premises do so at their own risk, and that they accept responsibility for any damage or injury to the property or to any other persons, whether connected with the school or not, caused by such vehicles or their presence on the premises. There shall be no parking on grassed or cultivated areas.
- (xi) No animals shall be brought on to any part of the school premises, without the express permission of the Head Teacher or the Governors.

4. Insurance

The hirer shall indemnify the school for any loss, damage or expense arising from the hiring, unless such loss/damage or expense arises from any personal injury caused by the negligent action or inaction on the part of the school, their servants or agents.

The hirer will have in force liability insurance which provides indemnity to those persons or groups using the school premises. The hirer will be required to sign that they have this cover in place at the time of booking and must produce such evidence of cover as the council may reasonably require.

5. Safeguarding and Third Party Providers or Groups using the Site

A hirer may be required to prove DBS clearance. Written agreements should be in place with any third party provider or group using the site. These should set out the responsibilities of the school and those of the provider or group.