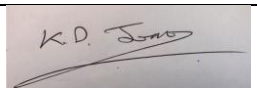
Walton Priory Middle School

Lettings Policy

Date Of Approval	November 2026	**Next Review Date**	November 2027
Approved by	Full Governors	**Signed**	

Contents

1. Applications
2. Hirer
3. Fees and Charges
4. Duration of the Letting
5. Cancelling of Hiring by Governing Body
6. Cancellation or Postponement by Hirer
7. Hired Area
8. Variation of Conditions
9. Care of School Premises
10. Intoxicating Liquor
11. Smoking
12. Public Entertainment and other Licences
13. Copyright and Performing Rights
14. Gaming
15. Use of Equipment
16. Insurance
17. Parking of Vehicles
18. Use of Playing Fields
19. Miscellaneous
20. Health & Safety

1. Applications

All correspondence and applications for the hire must be made directly to the School. All applications are subject to approval by the Finance & Premises Governing Body Committee of the School, but subject to any direction given to them by the LEA.

For operational and timing reasons the Governing Body delegate the approval or refusal of a letting request to the Headteacher but all approvals should be reported to the Finance & Premises Committee

2. Hirer

The hirer must be over 18 years of age and shall be the person by whom the application form for the hiring is signed. Such person shall be responsible for the payment of the fees payable in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations contained in the hire agreement.

3. Fees and Charges

The hire fee shall be paid in full upon signing the Hire Agreement together with any returnable deposit required by the Governing Body/Headteacher unless alternative payment schedules are made in the lettings agreement. Any charges will be consistent with the School's Charging & Remissions Policy.

4. Duration of the Letting

The Governors/ Headteacher shall determine in advance the duration of a letting.

5. Cancelling of Hiring by Governing Body

The Governing Body / Headteacher reserves the right to refuse any application without stating reasons for so doing.

The right is reserved to cancel any hiring, without notice, where the Governing Body considers it necessary for any cause outside their control.

6. Cancellation or Postponement by Hirer

Hirers will be allowed to cancel or postpone such bookings. Refunds or fees payable are at the discretion of the Governing Body/Headteacher.

7. Hired Area

Access is strictly restricted to the hired area and any toilet facilities, entrances, exits and corridors as directed by the Governing Body/Headteacher.

The LEA and Governing Body reserve to themselves, and their officials, the right to enter the hired area at all times on producing evidence of their identity.

8. Variation of Conditions

There shall be no variation to the conditions of hire without the express consent of the Governing Body/Headteacher.

9. Care of School Premises

The hirer is responsible for everyone who is on the School's premises for the activities they are organising and, generally, for everyone who comes on to the parts of the School's premises which are under the hirers control at the stated times. The hirer is responsible for ensuring that they comply with all the terms of the hire agreement.

No notices or placards shall be affixed to, lean upon or be suspended from any part of the school premises.

No bolts nails, tacks, screws, pins or other similar objects shall be driven into any of the walls, floors, ceilings, furniture or fittings. The hirer shall ensure that no persons using the permitted area to use shoes with stiletto heels or other footwear which may in the opinion of the Governing Body/Headteacher be damaging to the floor surfaces of the hired.

10. Intoxicating Liquor

Intoxicating liquor shall not be brought into nor consumed on school premises without the prior consent of the Governing Body/Headteacher. Where such consent is given hirer must comply with the Licensing Laws and provide evidence of such to the Governing Body/Headteacher.

11. Smoking

There shall be no smoking or vaping on the school premises on the grounds of the fire security and the potential for damage to floors and furniture.

12. Public Entertainment and other Licences

The promoters of entertainment and functions to which the public are admitted on payment shall be responsible for completing to the satisfaction of the Governors all formalities in connection with the use of the premises for that purpose. Where the Chief Fire' Officer or Licensing Authority require additional facilities for. the purpose of a letting (such as "Exit" sign and emergency lighting) which are not already installed, it shall be the responsibility of the Hirer to provide such facilities of an approved type and method of installation.

Payment for admission shall be deemed to include admission by tickets or programmes or by any other method by which the making of a payment entitles a person to admission.

No entertainment or function to which the public are admitted shall be allowed unless the premises are licensed for the purpose under the bye-laws of the Local Authority in whose area the premises are situated and all necessary regulations against fire are compiled with.

The hirer shall be responsible during the function or entertainment for which the premises are hired for ensuring:

- all safety requirements and recommendations of any licensing authority are complied with;
- any limitation on the number of persons admitted imposed by any licensing authority or the Governors are complied with;
- suitably qualified persons are employed to be responsible for the supervision of the premises and the conduct of those attending so as to avoid personal danger, and damage to the premises.

13. Copyright and Performing Rights

No copyright work shall be performed without the licence of the owner of the copyright and the payment of any appropriate fees.

The hirer shall comply with all the provisions of the Copyright, Designs and Patents Act 1988. If the hirer shall fail to do so any permission previously granted by the Governing Body to use the school premises shall be immediately cancelled and the Governing Body shall have the right to recover fees, charges or any other payments referred to in these Regulations.

The hirer shall indemnify the Governing Body from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of Copyright Works on school premises. The hirer shall, immediately after any performance or function at which music has been performed or songs sung, complete, sign and return to the Performing Right Society a Performing Right Society Limited form obtainable from the Performing Right Society Limited.

If it is proposed to play a copyright record or tape in public, application for a licence so to do must be made.

Evidence that the necessary licences have been obtained must be supplied to the school at least one month before the letting.

14. Gaming

No gaming is allowed except in accordance with the conditions of the Gaming Act 1968, Section 41 when gaming is carried on at an entertainment promoted for raising money to be applied for purposes other than private gain. A copy of these conditions is open for inspection in the Local Magistrates Court 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.

15. Use of Equipment

The hire area does not include the use of any equipment except where specifically agreed and subject to any fees deemed appropriate by the Governing Body. School furniture (other than chairs for use in halls) shall not be moved except by arrangement. The hirer must do everything reasonable to avoid loss, damage or breakage to the School's property whilst the School's premises are under the hirer's control. Any loss, damage or breakage must be reported as soon as practicable to the Headteacher. The Governing Body will be entitled to charge the hirer for any such loss, damage or breakage on terms to be approved by the school.

16. Insurance

The hirer will be required to indemnify the School against any liability at law in respect of any accident involving death or bodily injury to any person or damage-to or loss of any property real or personal and happening consequent upon or in connection with the use of the premises unless due to the negligence / default of the Governing Body, its Servants or its Agents. The Authority has a special insurance policy which will provide cover for the hirer in certain cases. The policy will not apply in respect of the use of the premises for the following:

(a) meetings organised by political parties
(b) professional entertainment promotions
(c) commercial or business use
(d) hire of play grounds and playing fields **unless** as part of a hiring for the school buildings.

Where only the playground or playing fields are hired separate Public Liability Insurance must be in place to protect any legal liability attaching to the hirer.

Where individual's / organisations activities are excluded from the Policy, the hirer must have Public Liability Insurance in their own name with a Limit of Indemnity of at least £5,000,000.

The lettings agreement requires hirers to confirm either that their activities fall under the County Council's Third-Party Hirer's Policy or that they will provide their own cover.

The Third-Party Hirer's Insurance Policy - Summary of Cover is included below to enable prospective hirers to determine whether or not they can take advantage of the County Council's Policy. When an application for the letting of a school is approved the hirer is required to sign the Agreement to confirm that they will abide by the Conditions of Use and that they understand the public liability insurance position.

THIRD PARTY HIRER'S INSURANCE POLICY - SUMMARY OF COVER

The policy will indemnify the insured (the Hirer) against all sums, which the insured shall become legally liable to pay as compensation arising out of:

(a) Accidental bodily injury or illness (fatal or otherwise) to any person and/or
(b) Accidental loss of or accidental damage caused to third party property.

Details of the policy cover is set out below:

1. Persons/Organisations Insured - Individuals and organisations which would not normally be expected to have their own Public Liability Insurance hiring premises owned by Staffordshire County Council
2. Occupations & Activities - The activities of the insured (see above) at the premises owned by Staffordshire County Council.
3. The intention of this policy is to protect the hirer where a claim of negligence is made against them by a third party.
4. The Insurer will indemnify the Hirer in respect of all sums which the Hirer may become legally liable to pay as damages and claimants' costs and expenses for:
   (a) accidental injury to any person (other than an employee of the Hirer if such injury arises out of and in the course of employment by the Hirer)
   (b) accidental damage to the premises or the contents of the premises subject to the liability of the insurer not exceeding £100,000 in any one claim in respect of legal liability which attaches to the Hirer solely by reason of the agreement that would have not attached in the absence of such agreement.
   (c) accidental damage to other property not belonging to nor in the custody or control of the Hirer or of any person in the Hirer's service.
   (d) occurring during the period of insurance arising out of the activities of the Hirer at the premises.
5. The policy will not apply in respect of the use of the premises for the following:
   (a) meetings organised by political parties
   (b) professional entertainment promotion
   (c) commercial or business use
   (d) hire of play grounds and playing fields **unless** as part of a hiring for the school buildings. Where only the playground or playing fields are hired separate Public Liability Insurance must be in place to protect any legal liability attaching to the hirer.
6. The limit of indemnity under the policy is currently £5,000,000
7. The policy **only** applies whilst the individual/organisation is using Council premises.
8. If any other insurance covers the same loss, damage or liability this insurance will not pay any amount covered by such insurance.

17. Parking of Vehicles

The parking of vehicles on the school's property shall be permitted in approved areas only on condition that persons bringing such vehicles on to the premises do so at their own risk and that they accept responsibility for any damage to the school's property or injury to any person whether connected with the establishment or not, caused by such vehicles or their presence on the school's premises.

18. Use of Playing Fields

Any hiring of a playing field may be cancelled without notice if weather conditions or the state of the ground make it likely that unreasonable damage may result from use. Suitable footwear must be worn.

19. Miscellaneous

The hiring body shall comply with such additional conditions as the County Council, Headteacher, or the Governors may require in writing, to be observed for a particular letting.

20. Health & Safety

The hirer is responsible for the safety of any person on the premises involved in the activities which they are organising. Appropriate measures should be taken to ensure that emergency procedures are in place and that first aid is available. The hirer should ensure that they are familiar with the layout of the premises and for ensuring that persons involved in their activity are aware of what to do in the event of a fire or emergency. Upon discovering a fire or upon hearing the alarm on the school premises the hirer is responsible for ensuring that all persons evacuate the building safely and via the evacuation routes, the hirer should also contact the emergency services and their school contact (normally the Headteacher). In the event of any incident/accident involving personal injury please ensure that the School contact is informed and that a copy of the accident report is provided to the school.

The hirer must also provide the school with a copy of its activity risk assessment one month in advance of the planned activity. If a risk assessment is not provided the hire will be cancelled and the school may still charge for any costs incurred. The School reserves the right to cancel a letting if it feels that the activity in question carries too high a risk or if an inadequately comprehensive risk assessment is submitted.

Any equipment to be brought onto the premises should be detailed on the letting agreement. Any electrical equipment owned by the hirer can only be used if it has been PAT tested and a valid current certificate is provided as evidence. Where electrical equipment is used the hirer must have plans in place to ensure that all equipment is used safely and is turned off at the end of the hire period.