

JOHN FLAMSTEED COMMUNITY SCHOOL

Lettings Policy

- 1 The governors will comply with the regulations as outlined in the Schools Circular 6/91 and Community and Tertiary Circular 5/91 "Lettings of Educational Premises," a summary of which is attached as Appendix 1.
- 2 All lettings except school lettings should be booked through the Clerk to Governors on form E202 which guarantees third party insurance cover. A letting cannot take place without completion of this form. Lettees who have a regular booking must complete at least one copy of form E202 each term. The Clerk to Governors will send a copy of the letting agreement (pink sheet) to the caretaker which instructs the caretaker to open the school.
- 3 All lettings should be approved by the governors or their delegated representative in the school.
- 4 In signing a letting agreement the lettee agrees to abide by the terms and conditions of the letting which are set out on the reverse of form E202, see Appendix 2.
- 5 School lettings do **not** require completion of form E202, however, the Clerk should be informed of **all** lettings so that caretaking fees can be monitored. Insurance cover is provided for these through County Council insurance arrangements. School lettings take precedence over other lettings. The school meets the cost of caretakers' fees, heating costs, etc.
- 6 If a letting has been accepted then the school will provide:
 - ⇒ caretaker cover for opening and closing
 - ⇒ the room(s) as booked or satisfactory alternatives, at a suitable temperature and state of cleanliness

Forty-eight hours notice of cancellation will be given on both sides. If hirers fail to give 48 hours notice then full charges will be made.
- 7 The governors reserve the right to withdraw/refuse lettings.
- 8 The rates for lettings will be set by the governors on an annual basis and will be based on County Council rates. They will always cover the cost of the lettings. The rates for 2010/11 are given in Appendix 3. The Clerk will calculate the rate for each letting and inform the lettees in writing (copy to governors). Where possible, monies received from lettings, surplus to costs, will be paid to the maintenance budget to offset wear and tear and to departments to defray expenses.
- 9 A register will be taken by the person in charge of the class/activity. This will be open to scrutiny by the caretaker or adult education representative.
- 10 Lettees will comply with the school Health and Safety policy.
- 11 Lettees using the gym for sports will:
 - ⇒ change their footwear into clean trainers before entering the gym
 - ⇒ remove boots before entering the building
 - ⇒ not deposit any mud on the brickwork nor in the changing rooms
 - ⇒ not open the gym store unless previously agreed with the PE department

All other lettees using the gym will take care not to damage the gym floor by:

- ↗ not wearing stiletto-heeled shoes
- ↗ only using chairs, tables, staging which have rubber ferrules on the feet

- 12 School equipment will not be used by the lettees unless previously agreed with the school through the Clerk.
- 13 Lettees are expected to leave the premises in the state in which they found them.
- 14 At the end of the letting the lettees will report any damage to the caretaker. The caretaker will clean the room(s) and leave ready for school the next day.
- 15 Lost property will be kept for one term before being disposed of.

Appendix 1

Regulations for the Letting of School Premises - Summary

1 Definitions

- (a) The school premises consist of the site, playing fields, and all the buildings on them.
- (b) The school buildings mean any building or part of a building forming part of the school premises other than a building required only for the use in providing school meals.

2 General

Section 42 of the 1986 Education Act provides for the Governing Body of a county school to have control over the use of the school's premises outside school hours, subject to direction by the LEA, and having regard to the desirability of use by the local community. Under the 1988 Education Act the authority retains the right to issue such directions to maintain community provision on school premises.

3 Statutes Affecting the use of Schools

- (a) Small Holdings and Allotments Act 1908 (section 35)

The use of a room may be claimed for the purpose of holding a public meeting to discuss any question relating to allotments under the Act. Six days notice must be given.

- (b) Representation of the People Act 1949 section 82

A candidate at a parliamentary election is entitled to use a suitable room in a school in his/her constituency for a public meeting free of rent but not at a time which would interfere with the running of school. Reasonable notice is required.

A Returning Officer may use a room free of charge as a poll station or for counting votes.

The Parish Council can use a room free of charge, out of school hours, for meetings - if no other room is available.

Heating, lighting, caretaking and cleaning for all of the above are paid for by the District or Parish Council.

It is an offence to rent a room for the purpose of promoting or procuring the election of a candidate.

No political posters can be displayed except notices announcing meeting.

- (c) Stage Plays - licence required if open to public - hirers must apply for licence and inform governors.
- (d) Music and Dancing - licence required but magistrate will only grant if Fire Officer's requirements are met. Clerk should inform hirer of this.

Appendix 1 (continued)

4 Detailed Regulations

- (a) Order of preference to school, then LEA, then community use, then outside bodies.
- (b) Governors must ensure that school buildings are let to responsible people who will undertake in writing (on form E202) to agree to abide by the terms of the County Council insurance policy and to pay the first £100 of each and every claim in respect of damage.
- (c) School premises must not be let for private profit.
- (d) School kitchens and their equipment shall be let in accordance with Section F, see Appendix 4.
- (e) Outdoor playing areas shall be let in accordance with Section G, see Appendix 5.
- (f) Specialist rooms, eg laboratories, shall not be let except for approved educational purposes.
- (g) Specialist equipment shall only be let to outside bodies by agreement with governors.
- (h) Gambling is forbidden.
- (i) Governors must give prior approval before applying for a drinks' licence, see Appendix 5.
- (j) Schools should not normally be used for poultry, rabbit or dog shows. If so used, they must be cleaned and disinfected at governors' expense before being used by school.
- (k) No decorations which may disfigure or damage the fabric may be put up.
- (l) Special preparation for dances must not be used on the floors.
- (m) Lettings for dances, socials should be restricted to Friday and Saturday evenings and should end at midnight.
- (n) Holiday meetings should take into account the need for holiday cleaning.

5 Administration

- (a) The Clerk to the Governors must collect and pay into the County Treasurer's Account the gross amounts from all lettings.
- (b) Caretakers should claim lettings fees each month on the appropriate form from the County Treasurer.
- (c) Records of all lettings will be required by the County Treasurer from time to time. Copies of the caretakers' lettings claims should be sent to the school by the Clerk.

Appendix 2

Lettings Terms and Conditions

- 1 To agree to abide by the terms of the insurance policy taken out by the County Council to protect hirers of County Council and voluntary aided premises and to pay the first £100 of each and every claim in respect of damage to the buildings and contents (see 8 below).

NB. As they are well able to make their own insurance arrangements, it is the insurer's normal practice to exclude from the cover use of premises for professional entertainment promotions and also for meetings organised by political parties.

- 2 To ensure that no gambling or any other objectionable conduct shall take place on the premises.
- 3 To obtain any necessary permission from the owners of copyright in musical, dramatic, literary and other works as required by the Copyright Act 1956, and to indemnify the County Council in respect of any infringements of such copyright.
- 4 To complete and despatch to the Performing Rights Society Limited, on a form to be provided, a list of musical works, whether published or in manuscript, performed at the premises vocally, instrumentally or mechanically at entertainments for which a charge for admission is made.

NB. If the necessary form is not issued by the Clerk to the Governors of the school, a copy may be obtained on application to the Chief Education Officer, County Education Office, Matlock.

- 5 To secure a licence in accordance with the Theatres Act 1968 in respect of the performance of any play.
- 6 To secure a licence for the sale of intoxicating liquor.
- 7 To agree to abide by other regulations as directed from time to time by the governors or Local Education Authority.

8 Condition of Insurance policy

The insurance provides an indemnity to the hirer in respect of any third party claim arising out of the use of the hired premises. It applies only where legal liability exists and operates where, following an accident, a visitor or any person except an employee of the hirer suffers personal injury or damage to, or loss of, personal property. Claims are payable up to an amount of £2,000,000 for any one incident. Employees of the hirer are covered in respect of damage to, or loss of, personal property.

The insurance also indemnifies the hirer against legal liability for damage to the hired building up to an amount of £50,000 or up to £2,000,000 in respect of fire damage. The hirer is, however, liable for the first £100 of each and every claim.

Appendix 3

Lettings Fee

To calculate a lettings charge, add together the following three factors.

1 Caretakers' Payment

- ↗ see attached, usually minimum fee
- ↗ these are for periods of up to four hours
- ↗ add on the employers' National Insurance contributions – average of 22%

2 Energy Fee

Based on heating zones within the school and calculated by the annual energy charge (of last three years) x $\frac{\text{Heating Zone Area}}{\text{Total Area}}$ ÷ annual school hours.

Therefore, this charge is an average and should be charged even when the heating is off.

There are six heating zones for John Flamsteed – all gas.

A	=	£7.35	OLD SCHOOL)	
B	=	£3.25	MATHS BLOCK)	
C	=	£3.25	HUMANITIES BLOCK)	all hourly rates
D	=	£6.50	GYM BLOCK)	
E	=	£3.25	ART BLOCK)	
F	=	£6.50	ADMIN BLOCK)	

3 Per Capita

Currently 13p per person for a period of up to four hours. This is a nominal fee to cover for other costs, eg lighting, water use and general wear and tear.

Appendix 4

Section F

Regulations for Use of School Kitchens

1 **No Cooking Required**

In consultation with governors and Head, kitchens may be used for preparation and serving of hot drinks, sandwiches, cakes and washing up, ie (no cooking involved). Reasonable care must be taken. Equipment and kitchen must be left in good order. Extra cleaning needed will be charged to hirer.

Users will be responsible for providing food ingredients for making beverages and sandwiches, etc and may be expected to provide crockery, cutlery, etc. Any damage or loss must be met by hirer. Hirer must provide own cleaning materials.

2 **Cooking Required**

In consultation with governors, Headteachers and the school meals' representative, the kitchen and dining area can be used for cooking and serving meals for events arranged for the Education Service and other County Council departments. Only after such needs have been met should letting to outside bodies be considered.

Catering will normally be provided by school meals' service and, in such cases, the provision of food, ingredients and equipment will be their responsibility.

A selection of menus will be available for choice. Four weeks advance notification of estimated numbers and types of meals will be required with confirmation of exact numbers seven days prior to the function. These meals will be provided and charged accordingly.

Charges for catering by the school meals' service will be related to the cost of food, wages and essential overheads.

In certain circumstances, governors, in consultation with the Headteacher, the Area Catering Adviser and Cook Supervisor, can allow a school kitchen to be used to provide cooked meals by the hirers themselves or by commercial caterers. In such cases:

- (a) A school meals' employee, or person who has recognised experience in the school meals' service, should be present throughout the period and his/her wages reimbursed to the Authority. In all cases, form ECS/CUST should be completed.
- (b) The hirer must provide his/her own food ingredients, and the governors, at charge, will supply cleaning materials.

Schools will need to ensure that the full cost of the use of the kitchen is recovered. Advice about the cost is available from the County Catering Manager.

Appendix 5

Section G

Regulations for Use of Playing fields and Hard Surface Areas Out of Hours

- 1 May be hired whenever practicable.
 - 2 Hiring charges - at least full cost.
 - 3 Suitable Footwear - must be worn, particularly on cricket squares, tennis courts and Redgra areas.
 - 4 Accidents and Damage - hirer must abide by terms of insurance policy and pay first £100 of each claim in respect of damage to buildings and content.
 - 5 Sanitary and Changing Facilities - the nearest appropriate will be available.
 - 6 Use of Apparatus and Equipment - with governors' approval.
 - 7 Supervision
 - maximum one adult to 30 children
 - children should normally be of +/- same age range
 - cycling on playgrounds, playing fields*, Redgra or Astroturf is forbidden.
- * except for cycling proficiency training.
- 8 Use of facilities only on condition that the user fully accepts the above Regulations.

Section H

Regulations for Provision of Licensed Bars

- 1 Governing Bodies are authorised to approve applications, subject to any statutory requirements, for the provision of licensed bars at social functions on school premises. Hirer is responsible for applying for licence.
- 2 All bar equipment and stock must be removed immediately after the function.
- 3 The hirer must accept full responsibility for the conduct of people during the function and take any necessary appropriate action.
- 4 Attendance by invitation only or by membership of the organisation.
- 5 The providers of the bar must obtain a licence for the sale of intoxicating liquor.
- 6 Fire Officer recommendations should be sought for all entertainment functions.