

# Mountjoy School

## Lettings Policy

March 2017



Reviewed by Finance Committee:

8 March 2017

Date of next review:

March 2018

## **LETTINGS POLICY – MARCH 2017**

The letting of the school premises is welcomed, subject to the following conditions:

- The use of the premises for school timetables, events and functions will take priority over lettings. Currently, lettings are restricted to 3.45pm – 5.00 pm during term-time; schools holidays and other times may be negotiable.
- The Governing Body will set a scale of charges for lettings to cover caretaking, energy, wear and tear and administration, which will be reviewed annually.
- Should any damage to school property occur, the school will recover the costs of making good from the hirer.
- Not to use or permit or suffer the Property or any equipment at the Property to be used in any manner or for any purpose which facilitates encourages or promotes extremism or terrorism or which allows access to or the dissemination of information in any form relating to extremism or terrorism or which causes or might cause the Landlord to be in breach of any duty under the Counter-Terrorism and Security Act 2015 or guidance issued pursuant to that Act.

## **BOOKING PROCEDURE AND INVOICING**

The person making the application for the letting is referred to as the Hirer and must be over 18 years of age. A booking form must be completed, signed and returned at least one week before the proposed event. Bookings must be paid for in advance and cheques should be made payable to Mountjoy School. No refunds will be made if the Hirer cancels the booking. Advanced payments will be refunded if Mountjoy School cancels the booking for any reason.

## **INDEMNITY AND INSURANCE**

1. The Hirer shall be liable for and shall indemnify the School Governors against all actions, claims, costs, expenses and liabilities arising under statute or common law from injury to or the death of any person and/or the loss of or damage to any property, including property belonging to the school insofar as they arise from matters pertaining to this agreement (except and to the extent that such actions, claims, costs, expenses and liabilities may arise solely out of the act, default of negligence of the school, its employees or agents).
2. Without prejudice to the Hirer's liability above, the user shall effect and maintain appropriate insurance policies with a reputable insurer. Public liability cover should be arranged in such sum as is deemed prudent in all circumstances by the user and in any event for not less than £5 million for any one incident, the number of incidents during the period being unlimited. Employers' liability cover must be maintained for an amount not less than required under statute.
3. The Hirer shall produce such evidence as the Headteacher may reasonably require to confirm that the insurance referred to above has been effected and is in force at all times. The Headteacher reserves the right to refuse and/or amend the cover arranged.
4. Individuals may request to be covered under the DCC third party hire insurance cover.
5. Organisations must have their own insurance in place as detailed above.

## **PROTECTION OF PREMISES AND MOVABLE PROPERTY**

1. Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating the driving of nails or screws into fixtures forming part of the school fabric will be permitted. In the event of any damage to the premises or property the school shall make it good and the Hirer shall pay the cost of such reparation.
2. The Hirer shall be responsible for ensuring the premises are left in a tidy condition and will be responsible for the collection of rubbish in the bins provided for this purpose. Any exceptional cleaning required as a result of a letting will be chargeable to the Hirer.

## **SAFEGUARDING ARRANGEMENTS**

1. If the school is to be used for an activity for children (such as drama, dance or sports group run by a third party) the governors need to be reassured that there are safeguarding arrangements in place, even if the children are not pupils at the school.
2. We require each group to have a child protection policy/procedure (which should include how to recognise abuse or respond to a disclosure and what action to take) and the group leader should have attended child protection training.
3. Groups or organisations which need help writing a child protection policy/procedure can refer to the Safe Network: [www.safenetwork.org.uk](http://www.safenetwork.org.uk) . Appropriate training can include a wide range of courses; there are details of local Level 2 and 3 courses on [Dorsetforyou.com](http://Dorsetforyou.com).

## **PUBLIC SAFETY**

1. The Hirer shall be responsible for the prevention of overcrowding such as would endanger public safety and for keeping clear all gangways passages and exits.
2. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct.
3. All persons hiring the school premises will be expected to conform to the relevant Health & Safety regulations.

## **COPYRIGHT AND PERFORMING RIGHTS**

1. The School premises will not be let for functions where a Public Entertainment Licence is required, except in exceptional circumstances and with the prior consent of the Headteacher.
2. The Hirer may not, during the occupancy of the premises, infringe any subsisting copyright or performing right and must indemnify Dorset County Council against all sums of money which the County Council may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire.

## **SUB-LETTING**

The Hirer is not permitted to sub-let to another person.

## **INTOXICATING LIQUOR**

No intoxicants may be brought on to or consumed on the premises without prior approval of the Headteacher.

## SMOKING

Smoking is not permitted on the school premises, including the grounds and car parks.

## DANCING

Use of materials for preparing floors for dancing is prohibited.

## VACATION OF THE PREMISES

The Hirer shall ensure that premises are vacated promptly at the end of the letting.

## LETTINGS CHARGES FROM MARCH 2017

***VAT will apply to the letting of the pool and any other sporting events. VAT will not apply if 10 or more sessions are booked in advance within a period of one calendar year. Charges stated below do not include VAT***

**Lettings are by arrangement, Monday - Friday: 3.45pm– 5.00 pm (1 hour charged)**

**School Holidays by negotiation.**

	<b>BAND A</b>	<b>BAND B</b>
Hydrotherapy Pool maximum no: 10 (up to age 11) 6 (over age 12)	£32 per hour	£52 per hour
Hall	£5 per hour	£10 per hour
Hall and Servery	£10 per hour	£20 per hour
Conference Room	£10 per session	£20 per session
Sensory Room*	£10 per hour	£20 per hour
Soft Play Room*	£10 per hour	£20 per hour
Grounds and other outside spaces	£5 per hour	£10 per hour

\* training required before use

**The price for the hydrotherapy pool includes the services of Mountjoy School's fully qualified lifeguard.**

**BAND A** – is charged to groups and individuals where the hirer **does not** make a charge as part of their letting activity.

**BAND B** – is charged to groups and individuals where the hirer **does** make a charge to their delegates as part of their letting activity.