



LETTINGS POLICY

At Mersey Vale Primary School, we are committed to ensuring equality of education and opportunity for all irrespective of race, gender, ability, religion, socio-economic factors and disability. The achievement of all pupils is monitored and we use this data to raise standards and ensure inclusive teaching and learning.

We aim to provide our pupils with a firm foundation which will enable them to fulfil their potential. We seek to eliminate unlawful discrimination. At Mersey Vale we believe that diversity and inclusion are strengths, which should be respected and celebrated by all those who learn, teach and visit here.

It is the policy of the Governing Body to consider requests for letting of part or all of the school building and school grounds.

The Governing Body recognises that Mersey Vale Primary School is one of only two buildings suitable for letting in the local community. Any lettings must adhere to the Conditions of Hire.

It is recognised that no letting shall take precedence over the use of the building by the school. A letting must not interfere with the education of the pupils.

The letting of classrooms, the school hall or the school field is charged according to the scale of charges set by the Governing Body. In some circumstances, and where considered appropriate by the school management or the Governing Body, fees in excess of the standard scale may be charged to cover additional costs. Such increased charging will be notified to the user of the service before being applied.

An application pack can be obtained from the school office. Applications for lettings of the school premises should be made to the Governing body.

CONDITIONS OF HIRE

NOTE – SEE APPENDIX A FOR HIRE FEES.

I. Definitions.

- I.1 Governors mean the Governing Body of the school or its authorised representative.
- I.2 'Educational premises' means the school's premises named in the application to hire form.
- I.3 'Hired area' means that part of the educational premises to be used by the hirer described in the application to hire form.
- I.4 'The hirer' means the person who has signed the application to hire form.

2. All applications for the hire of educational premises must be made in writing on the prescribed form. Where a promoting organisation is named in the application for hire, that organisation and its members shall be jointly and severally liable with the hirer.

IT SHALL BE THE RESPONSIBILITY OF THE HIRER TO ENSURE THAT THE CONDITIONS HEREUNDER ARE ADHERED TO BY ALL PERSONS MAKING USE OF THE PREMISES UNDER THE TERMS OF THE HIRE.

3. The Governing Body reserves the right to refuse any application to hire premises without stating reasons for doing so.
4. Fees for hiring school premises shall be in accordance with the scale of charges determined by the Governing Body, subject to revision from time to time by the Governing Body as it sees fit. Further charges may be levied if additional personnel costs are incurred by the hiring of the premises.
5. The hire fee shall be paid in full upon signing the application form except where alternative arrangements are made for fee payment prior to signing.
6. Where the hired area is only part of the educational premises, access is restricted to those rooms forming the hired area. The hirer shall be liable to pay such additional fees as the governors prescribe if a different or extra area to the agreement is used.
7. Access to and use of the hired premises shall be strictly restricted to the hired area and to the hours stated in the Hire Agreement, (i.e. the hirer should not have access prior to or after the stated time) and the hirer shall be liable to pay such additional fees as the Governors may prescribe if the hired premises are used by the hirer outside the agreed times.
8. There shall be no variation to these conditions of hire without the prior agreement of the Governing Body.
9. At the end of the hire period and before leaving the premises, the hirer shall confirm the length of hire and area hired on the form provided by the governors.
10. No copyright work shall be performed without the licence of the owner of the copyright and the payment of any appropriate fee.
11. The hirer shall indemnify the Governing Body against any infringement of copyright that may occur during the hiring.
12. The hirer shall not use the hired premises for any purpose for which a licence is necessary unless such a licence is in force in respect of the premises.
13. The hirer shall strictly observe the conditions of any licence granted in respect of the hired premises and the hirer shall be deemed to have notice of any conditions attached thereto.
14. The hired premises shall not be used for the sale or display of goods or services, or for any public entertainment, without the prior written approval of the Governing Body.
15. Sporting activities will not take place inside the hired premises without the written approval of the Governors. In the event of the hirer breaching this condition, the hire agreement shall be cancelled and the fees paid shall be forfeited.

16. No smoking is allowed inside the hired premises.
17. No film or video shall be shown on the hired premises unless at least seven days notice in writing, stating the title and subject matter of the film, has been given to the Headteacher, who acting on behalf of the governors may require the hirer to give a preview of the film to such persons as directed.
18. The hirer is responsible for the Health and Safety of all persons using the hired premises. The hirer must therefore ensure, prior to the hiring, that the hired area and all access and egress thereto is suitable for the proposed use by the hirer and are safe for persons using the premises. The hirer must, prior to the hiring, be fully aware of the fire precautions procedures in existence for the hired areas, including identifying fire doors and emergency means of escape from the premises.
19. No bolts, nails, tacks, pins or other like objects shall be driven into any part of the hired premises nor shall any placards or other articles be affixed thereto.
20. The hirer shall be liable for all damage howsoever and by whomever caused to the premises arising out of hiring and shall indemnify the Governors against all loss, damage and expense whether direct or indirect, arising there from unless due solely and directly to the negligence of the Governing Body.
21. The hirer shall be liable for and shall indemnify the Governors against any expenses, liability, loss, claim or proceedings whatsoever arising under statute or of common law in respect of personal injury to or death of any person whomsoever or damage to any property real or personal arising directly or indirectly from the hire of the premises unless due solely to the negligence of the Governing Body.
22. The Governors accept no liability for damage or loss of the possessions of the hirer or any person resorting to the hired premises howsoever arising.
23. With the express exception of Guide Dogs for unsighted users, the hirer shall not allow any animal to enter or remain in the hired premises without the written approval of the Headteacher.
24. The hirer, during the period of the hire, shall take all reasonable steps to ensure that no noise nuisance is created.
25. The hirer shall ensure that any vehicles connected with the hire, in any capacity, which are parked on the school site shall be arranged so as to ensure entry for emergency vehicles at all times.
26. The Governors may suspend or cancel any hiring of premises without stating the reason for doing so. If a hiring is cancelled any hire fee previously paid for the cancelled period of hire shall be reimbursed to the hirer. Such reimbursement shall be the only liability that the Governors shall incur as the result of any cancellation or suspension.
27. There shall be no variations in the conditions of a regular Hire Agreement without the approval of the Headteacher. Failure to comply with these conditions may incur additional charges.

28. The Headteacher on behalf of the Governors reserves the right of entry to the hired premises to any authorised officer of the Council discharging their official duties.
29. The hirer shall at the expiration of the hiring leave the premises in a clean and orderly state.
30. The use of shoes with stiletto heels is prohibited due to their propensity to damage linoleum flooring and the hirer shall ensure that the users are not permitted to wear this type of footwear in the premises.
31. Bicycles, scooters, roller blades/skates and skateboards are not permitted in the premises and the hirer shall ensure that users do not bring them into the premises.
32. When kitchens at schools are used, a member of the School Meals Service must be on duty in a supervisory role, and a charge relating to the actual cost involved will be levied by the Client Manager, Education Division. The use of school crockery and cutlery is not permitted. The use of a kitchen means the use of ovens for warming purposes and hobs for heating purposes and sinks is allowed. The use of any other school equipment, including cutlery and crockery, is not permitted. No catering equipment other than cutlery, crockery and cooking utensils on hobs and in ovens may be brought in and used in school kitchens.
33. The hire of premises does not include the use of any school equipment within the premises. No such equipment shall be hired out without the written approval of the Headteacher who may specify conditions and charge such fees in respect of such use as she/he sees fit. Use of the toilet facilities will be included for events within the school buildings (but not out of hours sporting events) but please discuss arrangements with the on-site staff on arrival.
34. Any notice, demand or request by the Governors to the hirer shall be sent by ordinary prepaid post, addressed to the hirer at the address given on the application form and shall be deemed to have been received when the letter containing the same would be delivered in the ordinary course of the post.
35. The hirer shall not sub-let or assign the hired premises or any part thereof. Should he/she do or attempt to so do the Hire Agreement shall be cancelled and all fees paid forfeited.
36. This agreement may be determined at any time by either party giving to the other notice that is in all circumstances of a reasonable length of time. There is no need for either party to give reasons for terminating the agreement and in the event of terminating the agreement all fees paid shall be forfeited other than in circumstances described in 26. above.

APPENDIX A

Mersey Vale Primary School: Lettings Charges

Reviewed November 2013

Hired Area	Weekday Hour	Weekend - Hour
Hall	£25	£40
Small Kitchen & Covered Area	£25	£40
Community Meeting Room	£25	£40
Field – 2x marked & maintained pitches + storage of nets	£25 (per session)	£25 (per session)