

## **Regulations for the Letting of Flax Bourton School Premises**

*These regulations must be read carefully before completing the Letting Form.*

### **PROCEDURE**

- 1 All applications must be on the form provided by the School and must be completed in full. Any omission may result in the application being rejected or refused.
- 2 All applications should be made not less than twenty-one days before the proposed date of use (or first proposed date of use for a series of lettings). Where the proposed use falls within a school holiday, the application must be submitted not less than twenty-one days before the commencement of the holiday period. Applications for the use of playing fields for fetes must be submitted not less than two months before the proposed date of use.
- 3 An application for a series of lettings will only be accepted for a maximum period of twelve months commencing on or after the first day of September of one year and finishing on or before the last day of August of the following year.
- 4 The hirer must personally sign the application form and may not assign or sub-let the premises or grounds hired.
- 5 All lettings must be approved by the Governing Body.
- 6 Approval by the Governing Body of any letting or series of lettings (or any change thereto) will be confirmed in writing stating the relevant charge(s). The letting is confirmed when the hirer has received the confirmation and agrees to pay the charges by the due date.
- 7 The Governing Body may at any time withdraw its approval and cancel the letting. It will confirm its decision in writing stating the reason for the withdrawal. Providing the reason is neither misconduct nor a failure to pay any required charge by the due date, the Governing Body will:
  - 7.1 do its best to cancel the letting at least twenty-one days before the date for which approval had been given;
  - 7.2 offer an alternative date or dates;
  - 7.3 refund any fee paid for that letting if the hirer rejects the alternative date(s).If the reason for cancellation is misconduct any charges paid shall be forfeit.
- 8 No person or persons shall use premises or grounds covered by these regulations without a current approved application. Any person who knowingly acts in contravention of this regulation will be charged at double the appropriate rate and may be refused permission to use any of the Governing Body's facilities in the future.
- 9 The Governing Body reserves the right to impose special conditions in respect of any letting, series of lettings or class of lettings in order to protect its pupils, employees or property.
- 10 Special conditions will be notified to hirers and may include any requirement considered to be desirable including requirements as to fire precautions, security of persons or premises, the employment of security or other staff, the exclusion or admission of any person, persons or class of person or of any animal, animals or equipment; the giving of bonds or the effecting of insurance. The hirer may treat any special condition imposed after the booking has been approved as a cancellation under Regulation 7.

### **CHARGES**

- 11 Charges will be made at rates which will be determined from time to time by the Governing Body which may change the rates without prior notice.
- 12 All charges must be paid by cheque payable to North Somerset Council by the date required by the Governing Body.

- 13 The Governing Body does not undertake to refund any charge on cancellation of a booking by the hirer unless cancellation is received in writing at least twenty-one days prior to the date for which the part or parts of the premise have been hired.

### **CARE OF PREMISES**

- 14 The hirer shall ensure that there is a responsible adult present and able to supervise at all times during the letting. (See note 30).
- 15 The hirer is required to pay the Governing Body the cost of making good any damage to property which may be the result of a letting. The hirer is required to clear away any rubbish and leave the premises and/or grounds in at least as good a condition as that in which they were found. The hirer will be responsible for reimbursing the Governing Body for any additional costs incurred in cleaning the premises or clearing the grounds after a letting.
- 16 No desks, fixed furniture or equipment that may be in the accommodation hired shall be used or interfered with, without the prior approval of the Governing Body. Standing on seats, furniture, window sills, etc, is not permitted. Fittings, fixtures or decorations of any kind shall not be permitted, other than purely temporary arrangements which require no permanent fixings which would damage or disfigure any part of the premises.
- 17 Chalk, resin or polishing materials may not be used on floors and stiletto heels or any footwear likely to damage the floor are banned.
- 18 The electrical and mechanical installations of the premises are not to be supplemented or altered nor is any specialist equipment such as a public address system to be installed by the hirer, except with the express approval of the Governing Body.

### **EQUIPMENT AND ACCOMMODATION**

- 19 Specialist rooms and equipment (including gymnastic equipment, public address systems, stage lighting and pianos) are not included in the letting arrangements, unless specifically requested in the application form and approved by the Governing Body. Such applications must specify the name and qualifications of the person taking responsibility for the proper use of such equipment.
- 20 Chairs in the hired part of the premises may be used but the Governing Body does not undertake to provide suitable chairs or seats for use by the hirer. Any furniture provided by the hirer must be removed immediately after the end of the letting.
- 21 The Governing Body does not provide first-aid medical facilities for hirers nor does it guarantee access to the public telephone system for calling assistance during lettings. Hirers must make their own arrangements in this respect.

### **CONDITIONS OF PREMISES AND GROUNDS**

- 22 The Governing Body gives no guarantee as to the fitness, suitability or condition of the premises or grounds at the commencement of the letting but reasonable effort will be made to see that they are in a satisfactory state.
- 23 The Governing Body gives no guarantee as to the standard of any pitch or field nor to the maintenance or improvement of this standard during the season. By submitting an application, the potential hirer is deemed to confirm that he is aware of the state of the pitch or field at that time and that the application is for the particular pitch or field 'as seen'.
- 24 The Headteacher, whose decision shall be final, shall decide whether any pitch or field is fit for use.
- 25 Where the accommodation hired includes school catering facilities, the following special conditions must be observed:

- 25.1 school tea-cloths must not be used;
  - 25.2 the kitchen and all equipment must be left as clean as it is found,
  - 25.3 school crockery and cutlery may only be used with written permission of the Governing Body.
  - 25.4 tables must be covered before use and washed after use:
  - 25.5 any other special condition imposed by the Governing Body.
- 26 If facilities booked by the hirer are unavailable during the letting period the Governing Body will consider applications for ex-gratia refunds of a proportionate part of the letting charge but no such refund will be given for facilities not included in the letting charge. The Governing Body's decision in respect of any refund shall be final.

## **INSURANCE**

- 27 North Somerset Council requires that all users of the Council's facilities have Public Liability Insurance cover which provides at least the minimum indemnity required by the Council<sup>1</sup>. It is the responsibility of the hirer to effect the necessary cover.
- 28 North Somerset Council, subject to terms and conditions set out in its Public Liability Insurance leaflet (copies of which are available from the School office), is able to offer hirers of Flax Bourton Primary School the cover by way of insurance at rates specified in the leaflet.
- 29 If an organisation does not take the North Somerset Council cover the applicant must provide evidence that the organisation has the required indemnity cover.

## **LEGAL REQUIREMENTS**

- 30 The hirer shall comply with the legal requirements concerning consumption of intoxicating liquor, music singing and dancing licences, theatre licences and copyright. The hirer shall be fully responsible for obtaining any licences or any other permissions required but no such application shall be made without the prior approval of the Governing Body.
- 31 All fire regulations must be observed. Tickets should be available for controlled distribution for functions which it is envisaged may be attended by large numbers of visitors.
- 32 There shall be no smoking at any time on any part of the school premises.
- 33 Where any play or entertainment is provided at which the majority of the persons attending are children, it shall be the duty of the hirer to station and keep stationed wherever necessary a sufficient legal<sup>2</sup> number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building or to any part of it than can be safely accommodated there and to control the movement of the children and other persons admitted while entering and leaving the building and to take all other reasonable precautions for the safety of the children.
- 34 The hirer will to the best of his endeavours ensure that the requirements of the Race Relations Act 1976 (in particular the need to promote good relations between persons of different racial groups) be observed at all times throughout the letting
- 35 The hirer is specifically forbidden to use or allow the use of the hired premises or grounds for any illegal or immoral purpose and shall not carry on any activity so as to cause nuisance or annoyance to other users of the premises or neighbouring or adjoining premises.

## **COMPLIANCE WITH REGULATIONS**

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<sup>1</sup> £5 million at May 2006

<sup>2</sup> Please refer to the Children's Act for the number of adults required for adequate supervision.

- 36 Failure by the hirer to comply, whether intentionally or otherwise, with any or all of the foregoing regulations that are applicable may be deemed by the Governing Body to be just cause for the immediate cancellation of any letting or series of lettings.

**AUTHORITY**

- 37 References to the Governing Body include any Committee of the Governing Body, or any person, authorised by the Governing Body to represent it in dealing with lettings.