



## Threemilestone School

### TMS Lettings Policy

Ratified: 4th June 2024  
Next Review Date: June 2025

#### Safeguarding

Threemilestone School is committed to safeguarding and promoting the welfare of all children. We expect all our team members to share this commitment.

*Steagle*

Dated \_04.06.24

Author

*Steagle*

Dated \_04.06.24

Headteacher

*[Signature]*

Dated 28.6.24

Chair of Governing Body

## **Introduction**

The Governing Body of Threemilestone School aims to support the school in providing the best possible education for its children, the promotion of equality of opportunity and the community cohesion of the local area. Any lettings of the premises to outside organisations will be considered with this in mind.

## **Definition of a letting**

A letting may be defined as:

“Any use of the school buildings and grounds by parties other than the school and its partners”. This may be a community group or a commercial organisation.

The following activities fall within the corporate life of the school. These activities are not considered to be lettings.

- Governing body meetings
- Extra-curricular activities for pupils organised by the school
- School performances
- Family learning
- Parents meetings
- Multi Agency meetings
- PTFA meetings
- PTFA organised events

## **Insurance**

The public liability insurance provided by TPAT already insures schools against claims for injury or damage to members of the public that may arise due to negligence.

All organisations wishing to use the school premises must have their own Public Liability Insurance to cover them for any services and activities they provide and must have their own employers' liability insurance if employing staff or volunteers.

## **Safeguarding**

Hirers providing services to children, whether pupils at the school or others, must have policies and procedures in place to ensure children's safety and must provide evidence of these to the school as required. e.g. Safeguarding Policy, DBS checks.

## **Types of lettings**

The Governing Body has agreed to define lettings under the following categories:

- School Lettings for activities for pupils or their parents and carers that provide educational benefit to pupils, which the school wishes to subsidise.
- Community Lettings for other community activities.
- Commercial Lettings will be charged on a cost plus and income margin for the school.

## **Inappropriate Lettings**

The following activities are not considered to be appropriate for lettings as they are deemed not to be compatible with the ethos of the school;

- Commercial activities with little potential to generate income or support for the school
- Religious groups
- Groups with political affiliations

### **Charges**

The Governing Body has delegated to the Headteacher, responsibility for setting the charges for the letting having regard to the Recommended School Letting Charges produced annually by Cornwall Council.

The Headteacher is empowered to offer any discounts or agree a subsidy for any lettings, as deemed appropriate. The basis of charging will be determined by the purpose for which a letting is arranged.

### **Conduct of users**

This is set out in the Terms and Conditions for use of school premises. Please see Appendix 1.

### **Management of Lettings**

The Governing Body has delegated day to day responsibility for letting to the Headteacher. Where appropriate, the Headteacher may delegate all or part of this responsibility, such as security, child protection to other members of staff, whilst still retaining overall responsibility for the lettings process.

The Governing Body is informed of lettings at the Local Governing Body meetings.

### **Consideration of Applications for Lettings**

Organisations seeking to hire the school premises should approach the Headteacher. The Headteacher will decide the application with consideration to;

- The availability of the facilities and staff.
- The school's equal opportunities and safeguarding policies.
- The health and safety considerations.

### **Issuing of a letting contract**

Once a letting has been consented to in principle by the Headteacher, a booking form is then sent to the hirer (please see appendix 2). This is completed by the hirer and returned to the school.

The letting contract is then drawn up by the Headteacher and two copies are then sent to the Hirer for signature. One for retention by the hirer and one for return to the school.

An Information sheet is also provided to the Hirer. The Hirer is responsible for ensuring that the information contained within this Information Sheet is clearly understood by everyone who will be present at the booked event.

The school shall be in receipt of the signed contract and fee payment before the letting takes place.

## Appendix 1

### Terms and Conditions for Use of Threemilestone School ...who, when, where, how long

#### **1. Applications**

All correspondence and applications for the hire of School premises must be made to the Headteacher.

#### **2. Hirer**

The hirer must be over 18 years of age and shall be the person by whom the application form of the application for the hiring is signed. Such person shall be responsible for the payment of the scale and other fees payable in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations herein contained and on the part of the hirer to be observed and performed.

#### **3. Right of entry**

The School reserves to their officials the right to enter at all times on producing evidence of their identity.

#### **4. Cancelling of Hiring**

The right is reserved to cancel any hiring, without notice, where the School or its representatives consider it necessary for any cause outside their control. In the event of any hiring being cancelled, the fee paid by the hirer will be refunded, but the School shall not be held liable or required to pay compensation for any loss sustained as a result of or in any way arising out of the cancellation of the hiring.

#### **5. Preservation of Order**

The hirer is responsible for the preservation of good order during the hiring of the premises and for any damage that may be done to the property in consequence of the hiring or which would not have been done if the hiring had not taken place. No nails, tacks, screws, etc shall be driven into any of the walls, floors, ceiling, furniture or fittings. It is a condition of the hiring that the wearing of stiletto heels by those using the premises, shall not be permitted. At any hiring to which members of the public are admitted, the hirer shall provide an adequate number of stewards who shall be present throughout the hiring. In the event of any such damage, The School may make it good and the hirer, by the acceptance of the hiring subject to these regulations, will thereby be deemed to have undertaken to pay the cost of such reparation.

#### **6. Intoxicating Liquor**

Intoxicating liquor shall not be sold or consumed on school premises, unless written approval in advance has been obtained from the School, and the appropriate licence obtained from the licensing justices.

#### **7. Licensing**

The premises hired shall not be used for cinematograph exhibitions, public music or music and dancing, or stage play purposes for which a statutory licence is required granted by the Council as licensing authority unless such a licence has been so granted in respect of the premises and the hirer shall strictly obey and observe all the requirements laid down in the licence.

#### **8. Safeguarding Children**

The hirer is responsible for ensuring that they have effective recruitment and vetting procedures for all staff working on the premises in order to safeguard and protect children, including undertaking, at its own expense, an Enhanced DBS for any staff who work with children or on the premises on a regular basis ('regular' has been defined by the Department for Children, Schools and Families (DCSF) as 3 or more times in a 30 day period or an overnight stay or unsupervised contact with children). Child and user safety must be paramount, and the hirer must have a child protection policy to include the requirement for staff to be appropriately trained in relation to this policy. The hirer should monitor, review and up-date its policies and procedures in relation to safeguarding children on a continuous

basis and should adhere to the DCSF guidance called 'Safeguarding Children and Safer Recruitment in Education' (January 2007).

The hirer must state in any correspondence or advertising to parents that the activity is not run by Threemilestone School and the School does not endorse any of the clubs, groups or organisations who are party to this Agreement ('the Hirer') and prospective users should make such checks as are prudent to determine their suitability.

**The hirer must attach their child protection policy with this hiring.**

#### **9. Catering services**

- The kitchen does not form part of the premises for hiring purposes

#### **10. Gaming**

No gaming is allowed except in accordance with the conditions of the Gaming Act 1968 (as amended) and the Gaming (Bingo) Act 1985 when gaming is carried on as an entertainment promoted for raising money be applied for purposes other than private gain. A copy of these conditions is open for inspection in the premise's office 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.

#### **11. Furniture and equipment**

Furniture (other than chairs for use in halls) shall not be moved except by arrangement.

#### **12. Copyright**

A) The hirer shall comply with all the provisions of the Copyright Act 1956. If the hirer fails to do so any permission previously granted by the Headteacher to use the premises shall be immediately cancelled and the Headteacher shall have the right to recover fees, charges or any other payments referred to in these regulations.

B) the hirer shall indemnify the School from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of copyright works on premises.

#### **13. Electrical systems**

Any alteration or addition to the lighting or electrical heating systems is strictly forbidden, except with the written consent of the Premises Controller. Consent may be subject to conditions, which the hirer will be required to observe and, where necessary, the consent of the electricity undertakers.

#### **14. Stage and spot lighting**

If stage lighting and spotlights are required, it must be clearly stated on the application form. Any operation of the spotlights and dimmers must be carried out by a competent person. A separate charge on which VAT is levied may be made for the use of stage lighting.

#### **15. Fees and Charges**

Payment shall be made to Truro and Penwith Academy Trust

- A) The hirer shall pay to the School with, and in addition to, the scale charges appropriate to the hiring, such amount by way of deposit as may be determined by the School. In the event of damage occurring during the hiring, this deposit or the requisite part thereof, will be applied on account or in satisfaction, as the case may be, of any sum due from the hirer in respect of the cost of making good any damage which occurs during the hiring. Any balance not so applied will be returned to the hirer.
- B) The School reserves the right to refuse access to the premises hired if the whole of the fees has not been paid or if these regulations have not been complied with.
- C) The School also reserves the right to refuse to accept payment by cheque.

#### **16. Payment of Charges**

All charges must be paid at the time of booking.

## **17. Cancellation/Postponement of Hiring**

Hirers will be allowed to cancel or postpone such bookings on giving 48 hours notice.

## **18. Indemnity**

The hirer shall indemnify the School and TPAT against all action, proceedings, claims and demands whatsoever which may arise as a result of the hiring.

## **19. Entertainment Programme**

The hirer, if called upon to do so by the School, shall furnish for approval a copy of the programme or any entertainment to be given during the hiring and in that event no entertainment shall be except in conformity with a programme which has been approved by the School. Failing approval of a programme, the hirer will be allowed to cancel the hiring without payment.

## **20. Children's Entertainment**

The following provisions of section 12 of the Children and Young Persons Act 1933, must be strictly complied with:

1. where there is provided in any building an entertainment for children, then, if the number of children attending the entertainment exceeds one hundred, it shall be the duty of the person providing the entertainment to station and keep stationed wherever necessary, a sufficient 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 thereof, than the building can properly accommodate, and to control the movement of the children and other persons admitted while entering and leaving the building or part thereof, and to take all other reasonable precautions for the safety of the children.
2. where the occupier of a building permits, for hire or reward, the building to be used for the purpose of an entertainment he shall take all reasonable steps to secure the observance of the provisions of this section.
3. if any person on whom any obligation is imposed by this section fails to fulfil that obligation, he shall be liable, on summary conviction, to a fine not exceeding, in the case of a first offence, fifty pounds, and in the case of second or subsequent offence one hundred pounds, and also, if the building in which the entertainment is given is licensed under the Cinematograph Act 1909 or under any of the enactments relating to the licensing of theatres and of houses and other places for music or dancing, the licence shall be liable to be revoked by the authority by whom the licence was granted.
4. a constable may enter any building in which he has reason to believe that such entertainment as aforesaid is being, or is about to be provided, with a view to seeing whether the provisions of this section are carried into effect, and an officer authorised for the purpose by an authority by whom licences are granted under any of the enactments referred to in the last foregoing subsection shall have the like power of entering any building so licensed by that authority. (reference in these regulations to the education committee shall be construed as references to any sub-committee or officer to which powers in relation to school lettings have been delegated.)

## **21. Additional Regulations - Hire of Playing Fields/Open Spaces**

- A) No warranty is given by the School that the field or open space is fit for use proposed and the hirer must satisfy himself as to the field's suitability and take all reasonable precautions for the safety of all persons likely to use the field or open space during the period of hire.
- B) The hirer shall be responsible for supervising the behaviour of all persons using the field and will not allow its use in such a manner as to be likely to cause nuisance or annoyance to the occupiers of neighbouring premises.
- C) No lines are to be marked on the field or grassed area without the specific consent of the School.
- D) The hirer shall not allow the field or a part thereof to become fouled by dogs.

## **22. No smoking policy**

Smoking is not permitted on the school site. The hirer is required to abide by these regulations.

### 23. Capacity figures for Hall

Area	Dancing	With tables and chairs	Seated audience
School Hall	180	180	360

### 24. Fire regulations and exits (see attached plan)

During the hire period visitors must comply with the Fire regulations for the premises.

The Hirer must note where the fire alarms, fire exits, fire signs are situated. On sight of smoke or fire the nearest fire alarm must be activated. On hearing a continuous bell, the hirer must instruct all people to evacuate the building. Everyone in the building must evacuate by the nearest exit. The Fire assembly point and fire exit routes are shown on Plan 1. Do not wait to pick up belongings. The doors must be shut behind the last person. Please dial 999 when it is safe to do so.

No one must re-enter the building for any reason until assured by the Fire Brigade that it is safe to do so.

If you are not familiar with the building, please ask the office staff for a guided walk round.

### 25. First Aid Arrangements

The Hirer shall be responsible for all first aid arrangements during the hire period. First Aid cover is NOT included in the hiring of the facilities.

### 26. Insurance

The hirer must obtain all necessary Insurance.

### 27. Area of Hire

The area of hire is shown edged red, on the attached Plan 1.

### 28. Access

Access is shown coloured blue on the attached Plan 1.

### 29. Information Sheet

The Hirer is responsible for ensuring that the information contained within the attached Information Sheet is clearly understood by everyone who will be present at the booked event.

### 29. Emergency

In the event of an emergency during the hire period and in the absence of a School representative on the premises, the hirer shall contact the Interserve **Help Desk 0800 643 4190**.

**Appendix 2**

**Threemilestone School**

**Application for the Hire of: Threemilestone School.....**

To be completed by the Applicant/Person responsible for payment of the scale and other charges in respect of the hire.

**The Hirer:**

Name of Applicant	
Society/Organisation represented	
Contact Address	
Telephone Number (daytime)	
Telephone Number (evening)	
E-mail Address	
Public Liability Insurance (Quote Company & Policy Number)	
Employers Liability Insurance Number (if applicable)	

<b>Details of Hire</b>		<b>For Office Use Only CHARGE</b>
Area of Premises to be hired		
Date(s) of proposed hiring		
Time(s) of proposed hiring		
Will access be required outside these times (e.g. to set-up or pack-up)?		
Purpose of Hire		
Number of Adults expected to attend		
Number of children (under 16) expected to attend.		
Hirer must attach Child Protection Policy		Attached ?
Hirer must attach a Letter of Assurance		
Will catering facilities be required?		
What other facilities will be required (Stage lighting, Sound System, etc.)?		

Licence gained?
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Will there be music and dancing?

Will alcohol be served/consumed?

Is an admission fee to be charged?

To what purpose will the proceeds be devoted?

Will the proposed function be advertised and, if so, in what manner

The Hirer must not indicate or imply, in any way, that the event is endorsed by the School in any advertisements.

**Declaration**

I hereby make application for the use of the accommodation and facilities stated above and, upon application being granted, I undertake to pay, in advance (unless otherwise agreed), the scale and other charges in respect thereof and to comply with the conditions in the subjoined Terms and Conditions and the User Information Sheet.

I declare that I am 18 years or over

Signature of Applicant

Date

Print Name

**Authorisation**

To be completed by the School Headteacher.

I agree to the hiring of the accommodation and facilities to the Applicant as detailed above based on the provisions of the Terms and Conditions.

Signature of School Headteacher

Date

Print Name

**For Office Use Only**

Agreed Charges	£	Invoice Number
Total	<input type="text"/>	

