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Lettings Policy

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**The Stanway & Thomas Lord Audley Schools**

**Lettings policy**

**The Stanway & Thomas Lord Audley Schools have a number of facilities which can be hired by individuals, local groups and clubs.**

**BOOKINGS AND CHARGES**

**Safeguarding**

Lettings will not be made to persons under the age of 18 or to any organisation or group or individual with an unlawful or extremist background or to anybody to whom the school does not wish to hire the premises. The hire agreement is personal to the hirer only and at all times the hirer is obliged to comply with the safeguarding children and safer recruitment in education statutory guidance issued by the Department for Education. Persons may have to undergo, at the discretion of the Governing Body, a criminal record check via the Disclosure and Barring Service (DBS check).

**The schools** require that its staff, whether paid or voluntary, will have been subject to an enhanced disqualified and barring Service (DBS) check and at all times the hirer is obliged to comply with the safeguarding children and safer recruitment in education statutory guidance issued by the Department for Education.

**Any letting**

All staff shall be subject to the prior approval of the school and the school shall have the right at any time to require the removal of any individual(s) staff.

1. The person by whom the form of application for the hiring is signed shall be deemed to be the “Hirer” and such person shall be personally responsible for the charges payable in respects of the hiring.
2. Part or all charges may be required to be paid at the time of booking. Final charges are those applicable at the date of use of the premises. Charges are subject to changes as agreed by the Governing Board.
3. The Hirer may be required to pay a deposit in addition to the final charges, which may be applied in whole or in part to make good any damage.
4. The right is reserved to cancel any hiring without notice where the Governors/Senior leadership teams of the school deems it necessary to do so:
5. After any outbreak or prevalence of infectious disease;
6. for any other cause outside its control; or

In such an event, any sum paid by the Hirer will be refunded, but any Body responsible for the management of the school shall not be held liable or required to pay compensation for any loss sustained as a result of or in any way out of the cancellation of the hiring.

1. Hirers will be allowed to cancel or postpone a booking on condition that, if 14 or more days notice is given, half fees will be payable, and if less than 14 days notice, full fees will be payable unless, in either case, the hall or room is re-booked or it is otherwise decided.
2. The right is reserved to refuse to grant a hiring without giving a reason.
3. Intoxicating liquor can only be sold if a licence has been obtained.
4. The school shall not be liable for any injury (including injury resulting in death) or damage to or loss of property whatsoever which shall or may occur to or be sustained by the Hirer, his/her assistants, servants or agents or others entering on the property in the exercise or purported exercise of the hiring (except such injury or damage as may occur by reason of the neglect of the federation or Governors).
5. The Hirer shall make good any damage to the property of the Governors which can be attributed to his use of the premises. The Hirer shall not be responsible for any fire damage to the property occurring otherwise than from the act, neglect or default of the Hirer, his/her servants or agents.
6. Members of the Governing Body reserve to themselves, and their officials, the right to enter the premises hired at all times on producing evidence of their identify.
7. No nails, tacks, screws etc shall be driven into or adhesives fixed to any of the walls, floors, ceilings, furniture or fittings.
8. The Hirer shall leave the premises, fixtures, furniture and other property therein in as good order as they were at the time of entry and in as clean a condition as the particular use will allow.
9. The school kitchens may only be uses for hot water and the provision of light refreshments.
10. Any alteration or addition to the electrical lighting or heating systems is strictly forbidden, except with the special approval of the Governors which may be given subject to conditions, which the Hirer will be required to observe, the approval of a technical officer acting on behalf of the Governors and, where necessary, the consent of the electricity supply undertakers.
11. If existing stage lighting, spotlights and dimming equipment are required, it is to be clearly stated on the application form. An extra charge may be made for this service and any operation of such equipment shall be carried out by a competent person named and approved in advance.
12. The wearing of footwear which might cause damage to floors is not permitted.

**STATUTORY REQUIREMENTS**

The premises hired shall not be used for any "licensable activity" under the Licensing Act 2003 unless the Hirer has obtained any necessary licence from the relevant licensing authority for such use.

"Licensable activity" includes:

1. the sale by retail of alcohol,
2. the supply of alcohol by or on behalf of a club to, or to the order of a member of the club,
3. the provision of regulated entertainment i.e.
4. the performance of a play, the exhibition of a film,
5. an indoor sporting event,
6. a boxing or wrestling entertainment,
7. performance of live music,
8. any playing of recorded music,
9. a performance of dance,
10. anything of a similar description to vi, vii, or viii above,

where that entertainment takes place in front of an audience with the purpose or including the purpose of entertaining that audience.

1. the provision of entertainment facilities i.e.
2. making music, dancing,
3. entertainment of a similar kind to i or ii above.