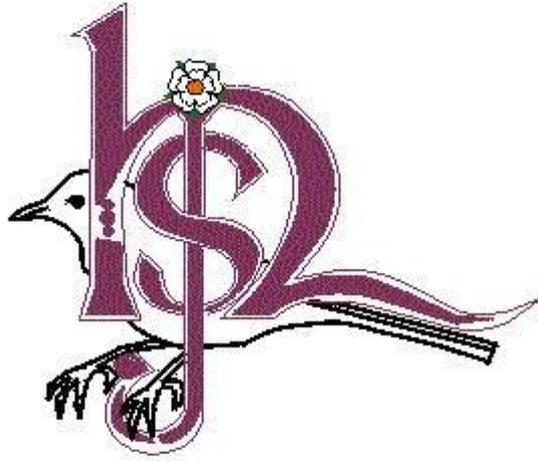


# Honley CE (VC) Junior School



## POLICY Lettings of School Facilities

|                                    |             |
|------------------------------------|-------------|
| Reviewed and approved by governors | 20 Mar 2012 |
| Next Review Date                   | 20 Mar 2015 |

## 1. Introduction

- 1.1. The Governing Body recognises the role of the School within the community and welcomes the use of the School's premises for a variety of community and leisure purposes.

## 2. Policy statements

- 2.1. Use of the school premises by the school, or on behalf of the school e.g. Friends of Holey Junior School (FOHJS) are not subject to the charging elements of this policy.
- 2.2. The governing body have delegated letting responsibilities to the Head Teacher who will exercise discretion on their behalf and determine applications. The outcome of such decisions shall be matter of report to the governing body each term. This does not preclude the Head Teacher from referring sensitive applications to the full governing body at their discretion.
- 2.3. The school facilities will not be let to any individual or organisation, who in the Head Teacher and/or Governing body's opinion, conflict with the ethos of the school or by whose use of the schools facilities could bring the school into disrepute.
- 2.4. No part of the school premises shall be let during school time.
- 2.5. No part of the kitchen may be hired.
- 2.6. The Governing Body will not accept responsibility for any loss of or damage to any property owned by any person using the premises during the period of the letting. Property shall be brought on to the premises at the sole risk of the owner.
- 2.7. The hirer must make sure that all users are aware that they are solely responsible for the security of their personal property, and should put a sign up to this effect. If tickets are issued for any event, this statement should also be printed on the ticket.
- 2.8. The hirer is responsible for informing the Governing Body, of any person sustaining injury or loss on the school premises during the period of the let. This information must be presented in writing to the Governing Body within 24 hours of the event. Any further information required by the Governing Body must be made available on request.
- 2.9. In deciding whether or not to let our premises the Governing Body will also have regard to the likelihood of any damage being caused to the premises, or neighbouring premises, and any nuisance that may arise, as a result of accepting the booking.

- 2.10. In any event, the Governing Body reserves the right to require a reference from a Local Authority or other reputable hirer, before any booking is accepted.
- 2.11. Furniture, including chairs, must not be removed from the school premises nor for use either on the playing field or playground or in any other building outside the school unless prior permission has been applied for and granted by the Governing Body.
- 2.12. No advertising may be placed in any area of the school premises without the direct permission of the Head Teacher of the school.

### **3. Categories of Lettings**

- 3.1. The following categories of users are defined with associated charging structures:
  - Marginal Cost Users
  - Non-Educational or Private Use
- 3.2. Marginal Cost Users who are charged a subsidised rate should be charged at the marginal cost. 'Marginal' costs are those which are incurred in addition to normal school usage and include elements for heating, lighting and caretaking. The marginal cost of hiring schools will vary between establishments and for the different users within the establishment. The marginal energy costs notified to schools differentiate between summer and winter rate usage, after school midweek and at weekends.
- 3.3. The main users out of school hours are the Adult Education Service, The Young People's Service, Community Support Service, Leisure Services and Members' Services.
- 3.4. User Groups where Marginal cost only must be charged:
  - Kirklees Music Trust
  - Kirklees Adult Education
  - Kirklees Youth Service
  - Other Maintained schools or colleges
  - Councillors' surgeries
  - Pre-school playgroups
  - Mother Tongue and Community Language classes
  - Kirklees employees' trades union business meetings
  - Workers Education Association
  - Use as polling station
  - Use under Representation of the People Act
  - Use by other Services of the Local Authority
  - Affiliated Youth organisations
  - Old Scholars' Associations
  - Charitable Organisations

- Townswomen's Guild and Women's Institute
  - Old People's Organisations
  - Organisations Affiliated to the Arts or Sports Councils
  - Member Societies of the Kirklees Federation of Civic Societies
  - Local Community Organisations
- 3.5. Non-Educational or Private Use charges will be as per market rates. Rates charged must cover any marginal costs as a minimum as the school budget should not be used to subsidise use of the premises by such groups.
- 3.6. The Head Teacher shall maintain a schedule of rates as agreed with the Governing Body.

## **4. Procedures for Letting School Premises**

- 4.1. All formal hiring of the schools premises, including those for which no charge is made shall be properly documented. All hirers must complete a lettings of hire agreement and are to receive a copy of the conditions of hire. The hire agreement is a contract which the governors may enforce at law.
- 4.2. The school follows Kirklees policy Section 7: Letting of School Premises except as amended by this policy. This policy shall take precedence over the Kirklees policy in the event of any contradiction or ambiguity.

## **5. Cancellation**

- 5.1. The Council, Education Committee or the Governing Body may cancel any permission granted to use the premises:
- If it should appear that the same or any part thereof will be required for public or official purposes whether of the Council, Education Committee or Governing Body or otherwise or by anybody or person having a statutory right of user
  - If any damage has been caused to the premises or to any property of the Council thereon by reason of any previous use of the premises by the person or body now wishing to use the premises
  - If breaches of the requirements of the Council's licensing conditions or of the Justices in connection with public dancing, music or other public entertainment's occur
  - If, for any reason, the Council, Education Committee or the Governing Body deem it necessary or expedient to cancel the license or permit
- 5.2. No compensation shall be payable by the Council, Education Committee or the Governing body, to the hirer or any other person by reason of any such

cancellation. Any fees paid to the Governing Body in respect of a permit which is subsequently cancelled by the Council, Education Committee or the Governing Body will be refunded unless the cancellation is by reason of damage having been caused.