

# Wyvern College



## Lettings Policy

**2017**



## **Lettings Policy for Wyvern College**

1. The letting of the college premises by the community is welcomed, subject to the following conditions.
2. The letting of the college premises by any Partnership is welcomed, subject to the following conditions and an annual review of the terms of the partnership by the HeadTeacher reporting to the Local Governing Board.
3. Normal hiring will include the College Sports Hall, Main Hall, Drama area, Letting classroom and sports field (with and without changing facilities). Use of other parts of the college will be an exception requiring the permission of the HeadTeacher. Access to these other parts will not be permitted for lettings during normal college hours.
4. Use of the premises for college functions will take priority over lettings. Lettings are encouraged outside of college hours. Requests for use of the premises within normal college hours may be permitted at the discretion of the HeadTeacher, if necessary, in consultation with the Business Manager or Chair of the Local Governing Board as necessary.
5. Consent to the use of the grounds may be withheld if the HeadTeacher, if necessary, in consultation with the subject leader PE, considers its condition is such that additional use will make it unavailable to the college.
6. Car parking is permitted only with prior consent and in marked spaces.
7. The Site staff of Wyvern College will set charges for lettings guided by these principles. (Cancellation charges may be incurred).
  - i. Lettings to the Wyvern College Parent Teacher Association (F.O.W.) will be free of charge unless additional cost is incurred by the college, at the college's discretion.
  - ii. Lettings to any Wyvern College Partnership, Sport England association and community partnership organisations will be offset against any contribution to the College as covered in the relevant link agreement or department business case. If an additional cost is incurred by the college, this will be charged directly at the college's discretion. A periodic cost review including value of the contribution and additional contributions against normal letting rates over the review year will be undertaken to determine the following years terms of partnership hiring.
  - iii. Lettings to a charity organization may be charged at a reduced rate at the Colleges discretion in support of its Church Of England affiliation
  - iv. Lettings to all other hirers will be charged at running costs plus a profit margin determined by the Site staff in consultation with the Business Manager.
  - v. See also paragraph 8 below.

8. The college will retain income derived from lettings. Costs to the college of lettings will be met from this income.
9. Lettings normally are available in sessions of 3 hours; finishing at 9.00 p.m. Setting up and clearing away by the hirer will be undertaken in the session(s).
10. The college premises will not be let to individuals or organisations if there is reason to believe that the name of the college will be brought into disrepute.
11. The college premises will not usually be let for functions where a public entertainments Licence is required. However this must be sought by the Hirer if necessary.
12. Decisions whether to permit lettings will be made by the authorised person (usually Site staff and Business Manager) referring to the Lettings Policy. Records of Lettings will be kept on the approved application form (Appendix A) and will be reviewed periodically by the above staff members.
13. All persons hiring the college premises will be expected to conform to the relevant Health and Safety Regulations.
14. All hirers must carry sufficient Third Party Liability insurance, with a limit of at least £1,000,000 to satisfy Wiltshire County Council.
15. All hirers must comply with the Lettings Terms and Conditions given in Appendix B that are based on those set out by Wiltshire County Council, and see a copy of the Health, Safety Policy.
16. The hirer shall repay the Governors any additional costs resulting from the misuse and/or damage and/or loss of the premises in relation to the hiring. A holding deposit of £100 (usually in the form of a cheque) maybe collected at the time of booking for one off hirings.
17. The hirer shall have clear safeguarding and child protection policies which comply with current government guidance from the DoF, when the hiring involves children or the acivity comes in to contact with them.

## Wyvern College Lettings Policy – Appendix A Application form for use of accommodation

Particulars of Organisation/Club

Name of Organisation \_\_\_\_\_

Name and address of hirer \_\_\_\_\_

\_\_\_\_\_

Email address: \_\_\_\_\_

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Phone no: Daytime \_\_\_\_\_ Evening \_\_\_\_\_

Facilities required \_\_\_\_\_

Purpose of use \_\_\_\_\_

Day(s) \_\_\_\_\_ Date(s) \_\_\_\_\_

Time(s) of use: from \_\_\_\_\_ to \_\_\_\_\_

Heating required (in period 16<sup>th</sup> March to 30<sup>th</sup> September) Yes/No

Furniture and equipment required \_\_\_\_\_

Other requirements \_\_\_\_\_

Other information \_\_\_\_\_

I agree to the terms and conditions of hiring as submitted to me and will pay the sum due:

- a. For one letting – on receipt of your consent in writing.
- b. For a series of lettings - on receipt of your invoice.

- I have provided a copy of my 3<sup>rd</sup> Party Liability Insurance (attached):
- I have provided my Safe Guarding and Child Protection Policy
- I have seen a copy of Wyvern College's Fire Procedure
- I have seen a copy of the Lettings Policy
- I will provide my own Pubic Entertainments License (if required)

(Please tick the boxes provided)

Date \_\_\_\_\_ Signature \_\_\_\_\_

## Wyvern College Lettings Policy Appendix B

### Terms and Conditions of Lettings

#### **A General**

1. Premises are let as they normally stand and no alterations or additions shall be made to lighting, heating or any furniture and fittings without the consent of the college or Governors.
2. All passageways and exits to which the public has access shall at all times be kept free from obstruction.
3. Posters and Placards will not normally be permitted on the premises except by prior consent of the college or Governors.
4. No bolts screws nails or tacks or any alternative fastenings shall be used to fix anything to the wall or floor or for any other purpose.
5. No article of any inflammable or explosive character or any article producing an offensive smell or any oil electric, gas or other engine shall be brought into the accommodation.
6. Smoking is not permitted.
7. The hirer shall be responsible for the maintenance of good order and behaviour during the letting. No intoxicating liquor shall be sold supplied or consumed on the premises without the previous consent of the college or Governors and if appropriate the Licensing Authority.
8. The College Kitchen may only be used with the prior consent of the college for the preparation of beverages.
9. Attention is directed to the Children's and Young Persons Act 1933 Section 12 (1), which provides that when the number of children attending an entertainment exceeds one hundred, it should be the duty of the person providing the entertainment to provide an effective corps of properly instructed stewards to see that the number of the children attending does not exceed the proper capacity of the building, and to take all reasonable precautions for the safety of the children.
10. Hirers are still liable for the cost of the letting if the bookings cancelled after 9.30am on the day of letting or, for a weekend letting, after 2.00pm on the Friday preceding the weekend of the letting.
11. Use of the Grounds and equipment is only permitted with the prior consent of the College or Governors.
12. No substance is to be applied to the floors to prepare them for dancing.
13. No footwear (including skateboards, rollerblades, scooters or similar) liable to damage floors and the floor coverings should be worn or be brought into the college buildings.
14. The Piano and other musical equipment is only available with prior consent and may incur an additional charge.
15. Dogs, other than guide dogs for the blind, shall not be allowed on college premises.

## **B Fire and Safety Precautions.**

16. The hirer should be aware of the position of telephones, escape routes, fire alarms, fire fighting equipment, and the arrangements for emergency assembly areas. Organisers of any activity must also ensure that, as far as possible, an accurate list of those present is available as a roll call in case of fire.
17. Before using the premises hirers are responsible for checking that the college has ensured that:
  - a. Escape routes are unlocked and unobstructed internally and externally and that all doors are easily and immediately operable from the inside.
  - b. Safety lighting is working satisfactorily.
  - c. Seating and gangways are arranged in accordance with safety rules.
  - d. Fire fighting equipment is available for immediate use.
  - e. The maximum permitted number to be admitted is not exceeded.
  - f. The hirer is familiar with the layout of the building.
18. In the event of fire the person in charge of the hired premises is responsible for the calling of the Fire Brigade when the alarm sounds.
19. If there is a fire or the fire alarm sounds, everyone should leave the building ensuring that all doors are closed after they have been passed through. All persons should go to the designated assembly area where a check on those present should be carried out - either by using the list of attendees or by individual enquiry.
20. If anyone is missing, an organised search should be initiated. The Officer in charge of the Fire Brigade should be met immediately on arrival and informed of the position. With the exception of those carrying out an organised search for missing persons, no one should be allowed to re-enter the building until authorised by the senior Fire Brigade Officer present. No search should be undertaken if fire has taken hold of the area concerned. This should be left to the Fire Brigade.
21. There may be an opportunity to use the nearest fire extinguisher or hose reel to attack the fire or to keep it localised. Care should be taken to ensure that the type of fire extinguisher is appropriate for the fire involved. However, firefighting is always secondary to safety of life.
22. After the letting the responsible person, whether the caretaker or another authorised person, will check there are no apparent fire risks. At the end of the letting hirers should therefore ensure that all electrical appliances, gas and water taps are turned off, and that isolating switches, where installed are off. Doors and windows should be closed and any special fire instructions adhered to. Should it be necessary to leave a kiln on for firing the responsible person must be told.

## **C Damage To Property**

23. The hirer shall repay to the Governors any additional cost, whether for staff or premises resulting from the misuse and / or damage of the premises and/or grounds resulting from their use by the hirer before, during or after the period of hire if in relation to or because of the hiring.
24. The costs of reinstating grounds or reinstating or replacing any part of the premises or any property in or on the premises and grounds which shall be damaged, destroyed, stolen, or/removed will be certified by a member of the Royal Institute of Chartered Surveyors whose certificate shall be conclusive.

## **D Indemnity**

25. Hirers shall indemnify the Governors against all claims, demands, actions or proceedings in respect of goods or clothing or of the death or injury, of any person which shall occur during, before or after the period of hire if in relation to or by reason of the hiring. Provided always that this indemnity shall not apply in the event of any negligence on the part of the Governors or LA, their agents or employees, or any defects in the premises or of an act of God or the Queens enemies.

26. The hirer shall obtain insurance against its legal liabilities to third parties, with a limit of indemnity of at least £1,000,000, unless alternative arrangements are made with prior consent of the college and Governors.
27. Premises shall not be used for any unlawful purpose and there shall be deemed to be implied on the part of the hirer an undertaking with the Governors strictly to observe all statutory provisions and regulations imposed by the Justices of the Peace applicable to any letting, and to indemnify the Governors and the LA, their agents and employees from all penalties damages and costs which they may incur in consequence of a breach or default in complying with such provisions.
28. The hirer shall indemnify the Governors against all claims, demands actions or proceedings arising out of the infringement of copyright etc. during the period of hire.
29. The hirer shall be responsible for ensuring that the any appropriate licensing requirements are met ie. in respect of a letting at which charges are made for admission and musical works are to be performed vocally, instrumentally or mechanically.

## **E Right of Entry**

30. The Head, Governors, Chief Education Officer and persons authorised by them, shall have free access to the hired premises in the pursuance of their duties and instructions must be given by the hirer for their admission.

## **F Failure to observe conditions.**

31. If the hirer shall fail to observe or ensure the observance by others of the provisions of these Terms and Conditions and any Notes attached to them, the Governors may without notice end the hirers rights under the agreement and effect the immediate vacation of the premises and or grounds.
32. Such a termination shall not release the hirer from any of the obligations under the agreement or affect any right which the Governors may have under the agreement or otherwise and the Governors shall be entitled to retain any money paid as a deposit and to sue for any balance outstanding.

## **G Responsibility for Property**

33. The Governors shall not be responsible for goods, materials, clothing, etc., brought into or left in the building by the hirer or persons acting on his behalf.
34. Cars are parked on the premises at the owners risk.

## **H Statutory Requirements**

35. Public music, singing and dancing can only take place in premises that have a Music, Singing and Dancing Licence. Public performances are defined as those to which members of the general public have free access, normally on payment of an entrance fee. Hirers must ensure they obtain such a license if necessary and that they observe the conditions therein. Amongst other things there will be conditions limiting the hours during which such performances can take place and on the maximum number of persons who can be present in the licensed accommodation.
36. Public performances of stage plays, etc., can only take place in premises that have a Stage Play Licence. Hirers should ascertain whether the premises concerned have such a license and what its conditions are, particularly in respect of maximum size of audience and seating arrangements.
37. Intoxicating liquor cannot be sold on the premises unless the hirer or person providing the bar facilities has obtained a license from the Justices of The Peace or council. Such a license must be shown to the Governors representative - normally the Site Staff or other responsible person before the letting starts. The bar must be placed where young persons under the age of 18 cannot normally gain access. Should such access occur, all liability for any consequences of whatever sort shall be with the hirers.

## Relevant Excerpt from Fire Procedure



# Fire Alarm and Emergency Procedure

### **On Discovery of Fire, Emergency Situation or Bomb Alert**

Activate the fire alarm

Dial 999 ask for the Fire Brigade

Give the Fire Brigade the location of the fire

Vacate the building via the nearest exit

Go to the assembly points on the field using the nearest opening by the Learning Resource Centre or the tennis courts

If out of hours use assembly point 6 in the lit car park

Do not stop and collect any personal items

Do not stop to close windows and doors

Do not re-enter the buildings until the clearance has been given by the HeadTeacher or Emergency Services

### **On Hearing the Fire Alarm**

Leave the building via the nearest exit

Go to the Assembly Points on the field using the nearest opening by Learning Resource Centre or the tennis courts.

If out of hours use assembly point 6 in the lit car park

Do not stop and collect any personal items

Do not stop to close windows and doors

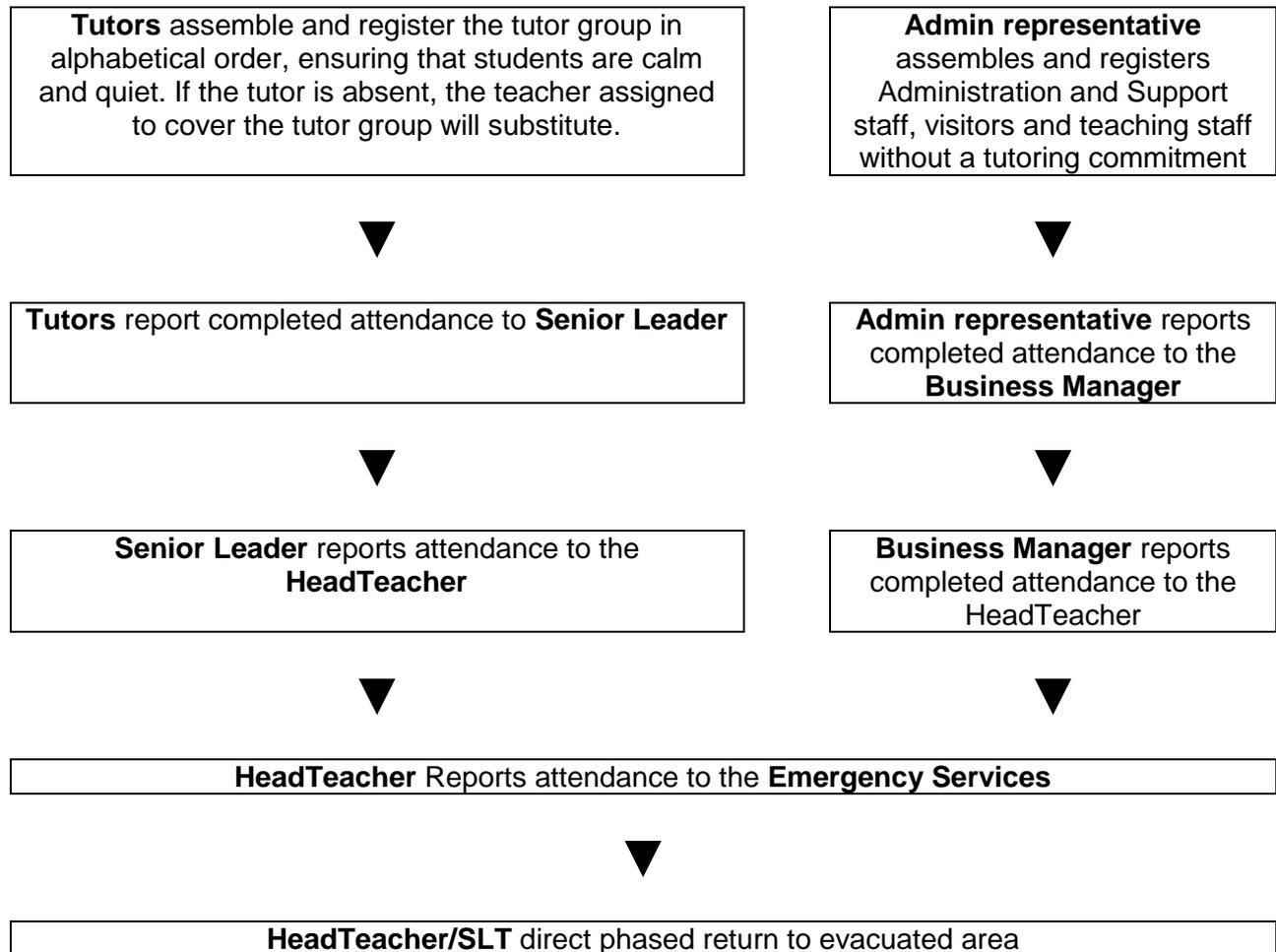
Do not re-enter the buildings until clearance has been given by the HeadTeacher/Emergency Services

<b>Assembly point 1</b>	<b>Visitors or daytime lettings</b>
<b>Assembly Point 2</b>	<b>Out of hours (Car park area near Wyvern reception)</b>

If the Assembly point area is affected by the emergency then the Fire wardens will redirect as necessary.

***Staff/students must not return to the evacuated area until the HeadTeacher/Emergency Services have given clearance  
Return to the buildings will be phased as directed by the HeadTeacher or SLT member***

### Once at the Assembly Point during school hours:



### Emergency Roles

**Receptionist** will collect all available registers, log books and staff lists at reception and evacuate to the Assembly Points, and distribute registers to Heads of House

**Admin Representative** will take emergency medi-pens to the Assembly Point

**Fire Wardens** will check, fire panel, areas, rooms, call points and toilets as designated making sure that they have been cleared before going to the assembly point

Zone clearance will be reported by the Fire Wardens to the HeadTeacher by the radio system or directly as appropriate

## **Out of Hours**

Activities that take place out of normal school hours such as cleaning, enrichment, lettings, Governor meetings and parents consultation evenings should have this procedure briefed or displayed at the start of the activity or at the time of the booking/arranging.

The Procedure should be issued or made available as appropriate directing the reader to the out of hours section in particular.

### **Fire Wardens (Out of hours)**

(The organiser/leader of the activity)

Should keep a register or signing in sheets and take them to the assembly point for checking.

### **Large events in the PE Hall**

3 Wardens will be nominated for each large event (ie. Presentation Evening) in the Main hall to attend to 1 of the 3 fire exits.

They should direct the attendees to Fire Assembly point 2 **in Wyvern Reception car park.**

They should also sweep/check the toilet and corridor areas and call the fire brigade.

**For lettings** the activity leader will act as Fire Warden clearing their activity, assemble at Assembly point 2 and call the fire brigade.

**For cleaning staff**, the Cleaning Manager will act as Fire Warden, assemble at Assembly point 2 and call the fire brigade.

**For meetings**, the chair or clerk will act as Fire Warden, clear the meeting, assemble at Assembly point 2 and call the fire brigade.

**For enrichment** the Teacher for each activity should clear their room/area, assemble at Assembly point 2 and ensure that the fire brigade has been called.

***Out of hours staff, visitors and students must not return to the evacuated area until the Emergency Services have given clearance***