



*St. Saviour's Church, Coalpit Heath.*

## **The Manor C of E Primary School**

### **Policy: Lettings**

**Author:** South Gloucestershire Council

**Date:** July 2011

**Approved:**

\_\_\_\_\_

Headteacher

\_\_\_\_\_

Chair of Governors

## Lettings Policy

This document is a statement of rationale, purpose, and broad guide lines for the implementation of Lettings at **The Manor C of E Primary School**

### Rational

It is the intention of the Governing Body of **The Manor C of E Primary School** to encourage the use of the School hall and playing fields, where they support the needs of the LEA, the school and the local community, subject to the needs of the children who attend the school.

1. Lettings are usually available after 18:00 on school days, weekends and school holidays.
2. Between 15:30 and 18:00 the school is let for educational or child care purposes, benefiting the pupils at the school.
3. Priority is given to users that have an educational, public, welfare, or social element, and in particular to users associated with the local community. Consideration will also be given, however, to lettings that will benefit the income of the school.
4. Arrangements are made through the Head teacher and School Administrator. The Governors are however, available for discussion when required.

### Purpose

1. To Maximize the effective use of the school hall to the benefit of the school and the wider community
2. To use the profit to the benefit of the school and the pupils.
3. To set a consistent approach to letting
4. To provide the school, the governing body and the hirers, a clear understanding of their responsibilities.

### APPLICATION PROCEDURE

1. All applications must be submitted using the Lettings Form, **see Appendix 1**, and must be completed in full as required. Failure to do so will result in the application not being approved.
2. All applications must be submitted 10 working days before the proposed date of use. Where the proposed date of use falls within a school holiday, the application must be submitted 10 working days before the commencement of the holiday period.
3. Any school resource or equipment can only be used by prior agreement with the Head Teacher and/or the office manager, eg. piano. There may be an additional nominal charge for the use of this equipment.
4. The charges include hall hire, caretaking fees, heating, lighting and wear and tear only, not the use of the general school facilities.
5. For safe guarding, the hirer and any of their members of staff must bring a form of i.d. with them for the school to verify.

6. A register showing names of all children/adults taking part in the activity must be taken at the beginning of each session and a copy left with the school office.
7. Applications will only be accepted in advance for a maximum period of one year. If the letting runs for over a year, the lettings application must be re-submitted annually
8. The hirer must personally sign the application form and may not assign or sub-let the premises or grounds hired.
9. All lettings must be approved by the Governing Body who retain the authority to make the final decision on the approval or cancellation of any letting. Notification of the governing bodies decision will be given in writing on the Lettings response form – **see Appendix 2**
10. The Governing Body may cancel any letting at any time, but either the fee paid will be refunded or an alternative date offered, except in the case of misconduct.
11. The Governing Body must be advised of any changes to the letting arrangement in advance of the change.
12. No letting shall be considered approved or any charge confirmed until done so in writing by the Governing Body.
13. No person or persons shall use the premises or grounds covered by these regulations without a current approved Lettings Form. Any person or persons who knowingly acts in contravention of this regulation will be charged at the appropriate rate and may be refused permission to use any of the School's facilities in the future.
14. The school cannot accept liability for cars parked on school property or in the vicinity/personal property is the responsibility of the owner. Full consideration must be given to the residents when arriving, parking and leaving.
15. The Governing Body reserve the right to impose special conditions in respect of any letting, series of lettings in order to protect its employees or property.
16. All hires are responsible for their own insurance provision. The Council requires the hirer to have and maintain for the duration of the hire, insurance cover arranged with a reputable company, to provide a minimum third party indemnity of £5 million. It is the responsibility of the hirer to effect this cover and whatever other insurance they require to cover their liabilities. **A copy of the insurance cover must be attached with the application form**
17. It is the responsibility of the hirer to complete their own risk assessment having due care to the regard of the nature of the event/activity, the equipment being used, the age of the children/adults taking part and the premises being utilised. **A copy of the risk assessment must be attached with the application form.**
18. It is the responsibility of the hirer to check the qualifications of those supervising activities that are considered to be of a hazardous nature (eg. karate, gymnastics, judo etc) or where the club/organisation is for young people under the age of 18. **A copy showing proof of this must be attached to the application form.**
19. It is the responsibility of the hirer to arrange the vetting (CRBs for persons over the age of 16) of those teaching or supervising activities

involving young people under the age of 18. **A copy showing proof of this must be attached to the application form.**

### **Security and Health and Safety**

The hirer will be responsible for ensuring that all activities take place in a safe manner.

The hirer is responsible for the adequacy, suitability and safety of all equipment brought onto the premises.

The behaviour and safety of persons on the premises for this booking are the responsibility of the hirer.

The hirer must familiarise themselves with the emergency procedures for fire and first aid, and carry them out to the best of their ability.

It is the responsibility of the hirer to obtain any license for the sale of drinks at an event. This must be first agreed with the head teacher and **a copy of the license given to the school.**

Smoking is not permitted in any part of the school or its grounds.

No food is to be cooked or consumed on the premises without the agreement of the head teacher. If food is to be cooked, the caterers must have an up to date Food Handling Qualification.

It is the responsibility of the hirer to ensure that they provide adequate supervision to prevent unauthorised persons from entering the premises and to ensure that guests are restricted to the area hired for the function.

The hirer should contact the headteacher via school if any additional services are required or if a service is inadequate (eg heating not warm enough).

### **Damage to Property/Equipment**

The Governing Body shall not be responsible for any loss or damage to any property arising out of the hire.

The hirer shall be responsible for all damage or loss to any fixtures, fittings, and equipment or property occurring during the period of the hire, and will be charged to restore them.

### **Cleaning**

The premises must be left in a clean and tidy state and all equipment must be put back after use. If the premises are not cleaned to the satisfaction of the Caretaker, the hirer will be charged for any payment necessary to have them cleaned.

### **Opening up/Key holders**

The Caretaker will be present to unlock the premises at the beginning of the hire and lock up again at the end. They will not be available during the period of the hire, except in extreme circumstances.

In the event of a regular hirer being given a key and code to the main entrance door, they will:

- Sign for the key and be responsible for it.
- Not give the key to a third party.
- Set the security alarm at the end of the session.

The caretaker will check the school after the hirer has locked up.

## **CHARGES**

1. All charges must be paid by the method required by the Governing Body. Cheques must be made payable to South Gloucestershire County Council and are payable monthly in advance. The cheques should be delivered to the School Administrator (cheque with bankers card number, made payable to South Gloucestershire County Council or Cash.)
2. Charging rates will be determined by the Health & Safety and Premises committee and shall be liable to change without prior notification to the hirer. In cases where the incorrect charge has been quoted, the Governing Body reserves the right to charge the correct rate, although the hirer may consider the letting cancelled.
3. The Governing Body does not undertake to refund any charge on cancellation of the booking by the hirer, unless adequate advance notice in writing of the cancellation has been given to the Governing Body.
4. Lettings fall into two categories: non-profitable and commercial.
5. Rates for commercial lettings that benefit the pupils of the school between the hours of 3.30pm and 6.00pm (e.g. after school clubs) are at the discretion of the Head teacher.
6. Refer to Appendix 3 for current charging rates.

## **CARE OF THE PREMISES**

1. A deposit of £100 towards the cost of hiring the facility will be required, it should be sent 10 working days prior to date of hire.
2. The hirer shall ensure that there is a responsible adult present and able to supervise at all time during the letting.
3. The hirer is required to pay the Governing Body the cost of making good any damage to property and/or equipment, may have occurred as a result of the letting.
4. The hirer is required to clear away any rubbish and leave the premises and/or grounds in the condition in which they were found.
5. 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.
6. 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.
7. Standing on seats, furniture, windowsills etc is not permitted.
8. 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.
9. Chalk resin or polishing materials may not be used on floors.
10. The electrical and mechanical installations of the premises are not to be altered.
11. Appropriate footwear to be worn. No stiletto heels or sports boots with studs.
12. No scooters, heelies or similar wheeled items to be used inside the building.

## **Appendix 1 - LETTINGS APPLICATION INDEMNITY FORM - THE MANOR C of E PRIMARY SCHOOL**

THIS AGREEMENT FOR INDEMNITY is made on the .....day of..... Two thousand and.....

BETWEEN .....(hereinafter called 'the Hirer') of the one part and the Governors of The Manor C of E Primary School of the other part.

### **WHEREAS**

1. At the request of the Hirer the School has agreed to hire to the Hirer part of the School premises for an activity organised or conducted by the Hirer or the Hirer's representatives.
2. The Hirer has agreed to indemnify the School below.

NOW IT IS HEREBY AGREED by the Hirer

1. That he/she and his/her representatives will keep the School fully and effectually indemnified from and against any loss which the School may suffer by the claim of any third party entering the School premises for whatever purpose connected with the activity organised or conducted by the Hirer, and howsoever such claims arise.
2. That the Hirer is responsible for all damage to School buildings and or any property thereon or attached thereto occurring during the period of the hiring or while persons are entering or leaving such property, however and by whoever caused.
3. That at the expiration of hiring, the Hirer shall leave the building in a clean and orderly state. All the property of the Hirer and the Hirer's agents must be removed at the end of the hiring unless special arrangements are made. The School can accept no responsibility for any property left by the Hirers or their representatives on the premises.
4. That if and insofar as claims are made against the School the Hirer will meet the cost of all such claims by the provision of adequate insurance, proof of which will be furnished to the School before obtaining access to the premises.
5. Any electrical equipment which is brought in to be used during the hire period must have been safety checked by a relevant person/body and should be marked clearly to indicate this.
6. That suitable arrangements are in place in regard to safeguarding children and child protection. The school reserves the right to terminate the contract if the organisation fails to have these arrangements in place and fails to take immediate steps to rectify such failings. The termination of contract can take immediate effect without financial liability falling to the school.

**In addition to the above conditions please read carefully the appropriate regulations as documented within the schools Letting Policy.**

Facilities required:	Purpose of hire:	Day of week:	Dates required:		Times required:	
			From	To	From	To

Name of Applicant:	
Address:	
Contact Telephone number:	
Contact e-mail:	
Name of Organisation:	

SIGNED by the said hirer

X.....(PRINT NAME).....

Witnessed in the presence of

X.....(PRINT NAME).....

Witness address

.....  
 .....

SIGNED by

X.....

for and on behalf of the School

**For Office Use Only**

Tick boxes

- Copy of Public Liability Insurance (£5 million) attached
- Copy of Liquor License attached \*
- Copy of Risk Assessment attached
- Copy of Vetting and Recruitment checks for groups involving children under 18 attached\*
- Copy of Qualifications for groups involving children under 18 attached\*
- Caretaker informed of dates
- £100 deposit received

\* If applicable

## Appendix 2 – Letting Response Form

To:.....

Your application has been agreed/rejected by the Governing Body of The Manor Primary School

Date of Let:.....

Your contact person in school is:.....

The Key holder will be:.....

Please ensure all required certificates are presented to the school prior to the letting, failure to comply with this will result in cancellation of the letting.

Yours sincerely,

Office Manager

## Appendix 3 - Charges

Charges do not include VAT, which must be added at the standard national rate.

	<b>School Hall</b>	<b>Playing Fields</b>
<b>Up to 3 Hour</b>	<b>£15</b>	<b>£10</b>
<b>Day rate</b>	<b>£30</b>	<b>£20</b>
<b>Commercial 3 Hour</b>	<b>£25</b>	<b>£20</b>
<b>Commercial Day</b>	<b>£50</b>	<b>£40</b>

Hall charges include the use of limited kitchen facilities, heating and lighting.

Regular or otherwise favoured hirers shall be accorded preferential rates. Such rates shall be decided on negotiation with the Premises Committee.