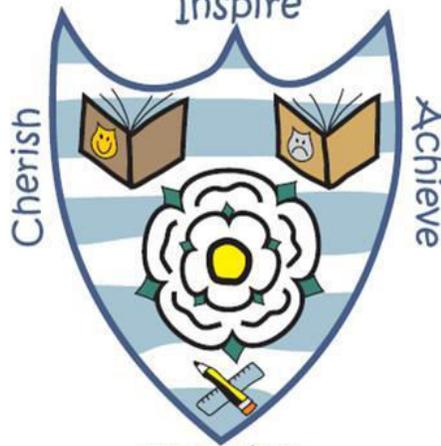


Birkwood Primary

Inspire

Cherish



Achieve

Together

School

# LETTINGS POLICY

UPATED MARCH 2015

## **INTRODUCTION**

The Governing Body of Birkwood Primary School is keen to see that the premises of our school are used for the benefit of the local community and to maximize the income received from these lettings for the benefit of the school and its pupils.

The education of children is the prime purpose of our school, however we believe education is a life long process which should be open and accessible to all.

This policy ensures there are clear 'Conditions of Hire' and 'Scales of Charges'. It sets out the facilities available and the responsibilities of the Governors and the users when the school premises are hired.

The use of our school premises at all times other than during the school day is under the control of the Governing Body of our school. (Education Act 1986, sect.42 no.2), this Policy also operates within the framework of the Equal Opportunities Policy. The Sex Discrimination Act 1985 and the Race Relations Act 1976 apply throughout this policy and will be adhered to throughout all stages of our lettings procedures.

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.

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.

We will consider letting to any group able to comply with the terms and conditions outlined. The final decision on compliance lies with the Governing Body.

## **CONDITION OF BOOKING**

The use of our school premises is permitted by the Governing Body on the understanding that the following rules are adhered to at all times.

1. That the use of the premises for school functions will take priority over lettings.
2. All persons hiring the school premises adhere to the relevant Health & Safety regulations.
3. Once the Hirer has accepted a permit to use the school premises, they are automatically bound by all terms and conditions of usage of the premises. The Governing Body have the right to vary these terms and conditions at any time.
4. The person signing the application form, on behalf of their organisation, (then known as the Hirer) is personally responsible for ensuring that all terms and conditions of this policy are adhered to.
5. The requirements of the school Governing Body on or in connection with the issue of licences for public dancing, music or any public entertainment must be strictly fulfilled. As those licences lay down stringent regulations, the hirer must study the regulations of the Local Authority on the issue of licences for such purposes.
6. A hirer who is organising events for children must have regard for the requirements of The Children Act 1989.
7. The hirer shall indemnify and keep indemnified the respective bodies and persons from and against all loss and damage which the Governing Body or any property belonging to or under

the control of the Governing Body, may sustain or incur by reason of the permission to use the premises or otherwise arising out of or in connection with such user, including cost of replacement and reinstatement and the damage to the property of, or the bodily injury or death of any person or persons.

8. 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.
9. The hirer must make sure that all users are aware that they are solely responsible for the security of their personal property.
10. 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.
11. No intoxicating liquor shall be brought or consumed on school premises or any part thereof.
12. No lecture, play, opera, dramatic or musical or other work in which a copyright subsists shall be delivered or performed on the premises unless the consent of the owner of the copyright has been previously obtained by the hirer and all necessary fees paid. No performance of any gramophone or other record in which any copyright subsists shall be given on the premises unless the previous consent of the Phonographic Performance Ltd, or other owner of the copyright has been obtained by the hirer and all necessary fees paid. The hirer must make his/her own inquiries as to the existence of any such copyright as aforesaid. Proof of permission to use the piece of work must be shown to the Governing Body of the school at the time of booking. The hirer and the guarantor shall indemnify and keep indemnified the Governing Body from and against all costs, claims and demands which may be made against the Governing Body for any breach or infringement of copyright.
13. The Governing Body may cancel any permission granted to use the premises:
  - (a) If it should appear that the same or any part thereof will be required for public or official purposes whether of the Governing Body or otherwise or by any body or person having a statutory right of user.
  - (b) 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.
  - (c) If breaches of the requirements of the Local Authority's licensing conditions in connection with public dancing, music or other public entertainments occur.
  - (d) If, for any reason, the Governing Body deem it necessary or expedient to cancel the licence or permit.
  - (e) If, for any reason, the school is closed, no compensation shall be payable by 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 Governing Body, will be refunded unless the cancellation is by reason of damage having been caused.
14. No person under the age of 16 years is permitted on the premises without adequate adult care and supervision.

15. The right of access to all parts of the school premises whether or not included in the permission for user is reserved to the Governing Body or any officer authorised by them or any of them and the hirer shall not obstruct or interfere with this right.
16. No alterations or additions to the electrical installations at the school may be made without previous consent in writing of the Governing Body and any such alterations and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the Governing Body and shall be reinstated forthwith at the expense of the hirer to the like satisfaction.
17. No additional staging, curtaining or scenery may be erected without the previous consent in writing of the Governing Body and any such alterations and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the Governing Body and shall be returned to their original state immediately after usage, at the expense of the hirer. Where any use involves the erection and/or dismantling of a stage, this will be carried out by the hirer at his/her expense under the supervision of a representative of the Governing Body. All such curtaining or scenery shall be rendered non-inflammable. Stage scenery and other effects must neither be brought on to the school premises nor taken away while the school is in session except with the express permission of the Governing Body and Head Teacher.
18. 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.
19. No advertising may be placed in any area of the school premises without the direct permission of the Headteacher of the school.
20. The use of any preparation or material for the purpose of preparing a floor for dancing is not allowed, as this may make the floors dangerous for normal use. The safe condition of the floors shall be deemed acceptable to the hirer after inspection and will remain the hirer's responsibility during the letting.
21. If the terms and conditions of hiring are contravened in any way, the Governing Body reserves the right to cancel any permission for further use and will inform the hirer in writing. In such an event, the hirer will not be entitled to any compensation or refund of any payment made in respect of such use.
22. It is the responsibility of the hirer to ensure that any area of accommodation used in the course of the letting is left in the condition in which it was found and is maintained in a safe condition during the letting.

## **CONDITIONS OF USAGE**

1. Any movement of furniture required must be undertaken by the hirer under the direction of the school. No furniture or apparatus is to be used without prior permission.
2. The authorised hirer is responsible for those attending the function and in particular for leaving the site in a quiet and orderly fashion by the time stated in the booking agreement.
3. Where the car parking area is required, the hirer must undertake the proper stewarding and control of the parking area. The hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles.
4. No alcoholic drinks may be consumed or brought onto the premises.

5. The hirer is responsible for the protection of the premises from damage and for the good behaviour of all associated users.
6. The hirer is responsible for ensuring that all areas are left clean and tidy as found. This includes all outside areas as well as indoor areas. If this is not found to be the case the hirer will be charged a penalty sum to cover costs of any repairs or cleaning required.
7. No school staff are permitted to accept hospitality gifts, either cash or in kind, at any time. We request that no gifts of this nature are offered.
8. The school's 'No Smoking Policy' must be adhered to at all times.
9. The hirer must report to the school office at the beginning of any let.
10. The hirer must take out public liability insurance cover unless proof of equivalent adequate insurance is shown to the school.
11. The hirer will adhere to all aspects of the policy at all times through the procedure of applying for and accepting a let on the school's premises.
12. All children will be supervised at all times by their parents/carers except where children are attending an organised group or care scheme. Where the latter applies, the group/care scheme will adhere to all regulations set out in the Children Act 1989, including those of registration with the relevant registering body.
13. The hirer will adhere to all Health and Safety requirements as required by the school.
14. Conditions of hire to any persons wishing to use our facilities with minors (under 18 years) must provide proof of a DBS check before hire can commence.

## **BOOKING TIMES**

1. There will be no access to the premises before the commencement of the period. Hirers must allow sufficient time for preparation before the event when booking the time of the let.
2. Hirers must have left the premises by the end of the booked period. Sufficient time must be included to allow for clearing away and for all participants to leave the premises by the end of the booked period.
3. Availability of premises is negotiable; please contact the school to find out access.
4. Where daytime bookings finish after 6.45pm and there are no further bookings, there will be an additional charge to cover the cost of the caretaker locking of the school premises.
5. This school does not have external floodlighting for outside play areas. This will therefore limit the times available for use of these facilities.

## **CANCELLATIONS**

1. The Governing Body must be notified of any cancellation at least 4 weeks prior to the date of let. However, notification at the earliest possible time is appreciated.

2. Where notification is given to the Governing Body at least 4 weeks prior to the date of the let, the booking charge will be refunded in full.
3. Where notification is given to the school between 2-4 weeks prior to the arranged date of the let, the hirer will be entitled to a 50% refund only.
4. Where notification of cancellation is given less than 2 weeks prior to the arranged date of the let, the hirer will not be entitled to any refund.
5. Where a cancellation is made by the Governing Body of the school, the hirer will be entitled to a full refund unless the hirer has not met the terms of these conditions. The Governing Body will endeavour to notify the hirer at the earliest possible moment, however, no guaranteed period of notice can be offered. Regardless of when notification is given to the hirer, the hirer will not be entitled to any compensation.

**Please note:**

- a. The above conditions apply for cancellation of the total or part of a booking.
- b. Where the Hirer makes a permanent cancellation during the course of a letting agreement, the Hirer will receive a refund for any outstanding sessions but no compensation will be available.

## **COMPLAINTS PROCEDURES**

### **1. What if the school has a complaint about a group/organisation?**

If the school has concerns about a let the following procedures will be followed:

- a. A representative of the Governing Body will verbally raise the concern with the named hirer.
- b. The situation will be monitored for two sessions to allow the issues to be addressed.
- c. If the situation remains unresolved, the hirer will receive written notification of the concern and a further two sessions will be given to allow the hirer to address the situation.
- d. If the matter remains unresolved, the hirer will receive formal written notice of termination of the booking agreement. This will be implemented 72 hours from the date of the letter of notification.

**Please Note:** *If the hirer blatantly breaks the conditions of usage, the let can still be terminated immediately.*

### **2. What if the hirer has a complaint about the let or booking agreement?**

If the Hirer has a complaint or concern regarding the let, the following procedures should be followed:

- a. Talk to the school and discuss the problem; allow 5 working days for the situation to be resolved.
- b. If still unresolved, the Hirer should notify the Governing Body through the Headteacher in writing and allow 5 working days for the situation to be resolved.
- c. If still unresolved, the matter will be placed on the Agenda of the next appropriate committee of the Governing Body. (If the concern needs urgent attention, a special meeting of this group will be convened.)

- d. If still unresolved, the matter will be taken to the next full Governing Body meeting and the hirer will receive a written response from the Chair of Governors detailing the outcome.

### 3. What if a third party complains?

If the school receives a complaint from a third party the Governing Body will be notified of the complaint.

- a. The matter will be investigated by a representative of the Governing Body and a written response will be sent to the complainant within 10 working days.
- b. If any further correspondence is received, the matter will be placed on the Agenda of the next appropriate Governing Body committee. A final response will then be sent by the Chair of the Governing Body explaining the final outcome.

### APPEALS PROCEDURE

1. If a Hirer has a letting agreement withdrawn, they have a right to appeal to the Governing Body.
2. The appeal should be made in writing and will be presented at the next full meeting of the Governing Body.
3. The hirer will be informed of any action and/or decision taken by the Governing Body.
4. The Governing Body's decision is final.

### BOOKING PROCEDURES CHECKLIST

1. Application form and Lettings Policy issued to the potential Hirer.
2. Upon receipt of completed application form the suitability of the applicant is assessed.
3. Availability of premises is checked.
4. Invoice sent for the booking.
5. Receipt of deposit/payment in full.
6. Receipt of payment sent to the hirer and confirmation of booking.

#### ***Charges for lettings:***

*Community lettings (local football teams etc) - £10 per hour (or part thereof)*

*Small Business lettings (dance classes etc) - £15 per hour (or part thereof)*

Signed \_\_\_\_\_ Headteacher                      Date \_\_\_\_\_

Signed \_\_\_\_\_ Chair of Governors                      Date \_\_\_\_\_



## Agreement to Terms

Name of hirer .....

1. All persons hiring the school premises adhere to the relevant Health & Safety regulations.
2. All bookings must be made in advance with the full hiring charge being made before the start of the event. The cost of hiring a room is £10.00 per hour for community use and £15 per hour for private hire.
3. The hiring times must be from the time that the first person requires entry until the last person leaves the school grounds, and must include preparation and clearing up time.
4. All entrance to the school to be kept clear of vehicles at all times.
5. Cars are parked at the owner's risk.
6. All fire exits to be kept clear at all times.
7. The school retains the right to refuse or cancel any application.
8. The school may cancel or terminate at any time, any hiring if there is any omission from or misstatement in the application form; or if the premises are hired or used for any purpose for which they have not approved; or if payment is not made on time.
9. The *hirer* will be responsible for:
  - a. Any damage which may be caused to the school premises or its contents by any visitor **or**
  - b. Any loss or injury suffered by any person as a result of this hiring and the hirer shall indemnify the school in respect of any such damage loss or injury.
10. The *hirer* shall be responsible for the behaviour of all their visitors at all times.
11. No smoking to be permitted in the school building.
12. No noise, which is audible outside the school building, may be permitted and the hirer shall ensure that all visitors enter and leave the school premises quietly. Excessive noise may cause hiring to be terminated.
13. No booking shall extend beyond the hour of midnight.
14. All areas used by the hirer must be left in a tidy condition.

15. The *hirer* shall not cause, or permit, any person connected with the hiring to drive any nails, screws or other fittings to the walls or floors; or into any furniture or fitting; or do or permit to be done anything likely to cause damage to the building or any such furniture or fittings.
16. The *hirer* shall pay to the school on demand the cost of reinstating or replacing any part of the premises, or any property whatsoever belonging to the school, in or upon the premises, which be damaged, destroyed, stolen or removed during their period of hiring.
17. No dogs will be permitted onto the grounds except Guide dogs.
18. Electrical equipment is not included in hire charges.
19. No intoxicating liquor shall be brought or consumed on school premises or any part thereof.
20. Any electrical equipment brought onto premises must be PAT tested.
21. The hirer must make sure that any people attending the event are given instructions regarding arrangements in the event of a fire.
22. The charges will be reviewed annually by the Governing Body.

**I acknowledge receipt of and agree to comply with these conditions of hire.**

**Date:** \_\_\_\_\_

**Name (capitals):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

PLEASE RETURN ONE SIGNED COPY TO THE SCHOOL BURSAR

**BIRKWOOD PRIMARY SCHOOL - APPLICATION TO USE PREMISES**

1. Name of Applicant(s)

.....

2. Contact details of applicant (inc address & telephone numbers)

.....  
.....  
.....

3. Please give details of when the premises will be rooms required. Please indicate

Day ..... Time .....

Date to start ..... To..... (if known)

4. Purpose for which the accommodation will be used:

.....  
.....

5. Approximate number of persons expected to attend function

.....

6. Will the Caretaker only be required to open and close premises etc., or will he be required to be on duty through the period of the function in question?

Please state

.....

(For school functions the caretaker will normally not be expected to be "on duty")

7. Will the reproduction or performance of any instrumental or choral music be included

**yes/no**

(If yes please give separate details) Is the use of the piano desired **yes/no**

8. Will a charge for admission be made? **yes/no**

I/We agree to:

1. Pay the appropriate charges on demand
2. To pay the school the cost of making good any damages to the premises, furniture, fittings or other property of the Authority, arising out of our use of the premises
3. That the use of the accommodation shall be subject to the conditions set
4. To abide by the decision of the School should any question arise on any point
5. That I/We are responsible for obtaining third party insurance cover.

Signature .....

On behalf of ..... Group/Organisation

Address .....  
.....  
.....

Tel No ..... Date .....

FOR SCHOOL USE

CONFIRMATION OF LETTING

Name of Applicant (s) .....

School: .....

Room/Facilities Required .....

Purpose of Letting .....

Start Date ..... Finish Date .....

Start Time ..... Finish Time .....

Daily/Weekly ..... No of Days .....

Hours per day ..... Total Hours .....

Hourly Rate £ ..... Total Charge.....

PAYMENT IS REQUIRED PRIOR TO THE COMMENCEMENT OF THE LETTING.

Signed ..... Date .....