

Boughton Monchelsea Primary School

Lettings Policy



Draft Prepared	September 2017
Date Agreed	
Signed by Headteacher	
Signed (Chair of Governors)	
Date Policy to be Reviewed	September 2018

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Lettings Policy

Rationale

The Governing Body of Boughton Monchelsea Primary School is keen to see that the premises at our school are used for the benefit of the whole local community. The education of children is the prime purpose of our school, however we believe education is a lifelong process which should be open and accessible to all. Provided that there is no interruption to, or curtailment of, part of the school buildings and grounds may be let to outside bodies after the end of the school day, at weekends and during the holidays, in order to:

- Raise income for the school.
- Better integrate the school into the local community.
- Satisfy some of the needs of local individuals, groups and organisation.
- Increase the use of facilities which are of necessity under used by the school.

This document outlines the policy of our school with regard to letting. It sets out the facilities available, the charges and the responsibilities of the Governors and the Users when the school premises are hired. In deciding whether or not to let our premises the Governing Body will also have regard to safeguarding children, 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. We will consider letting to any group able to comply with the conditions of hire outlined in this policy. These terms and conditions are clearly stated below.

Bookings

The Governing Body accepts its responsibility to administer the letting of the school premises.

The Governors will allow the use of premises in the following order of priority:-

- School and PTA activities have priority.
- Other Users approved by the Governors, who will be sympathetic to the needs of the community served by the school.

No bookings will be accepted more than four months in advance although provisional bookings may be made at any time.

Single lettings will be subject to the payment of a refundable deposit in addition to the hire charge.

The booking fee and refundable deposit (if applicable) must be paid 4 weeks in advance.

Class rooms will not be available for hire.

The kitchen will only be available for use by the PTA with the approval of the Head Teacher for preparation of food. The servery is not to be used and children are not

permitted in the kitchen. The kitchen may be used for the preparation of food prepared by the User. The use of the school's cooking equipment is prohibited.

Bookings are made through the representative of the school (the School Business Manager) and confirmed in writing.

The Contract

The contract will be agreed at the start of the contract. All Users will be required to sign the contract accepting the associated terms and conditions. The contract covers the following:

- Terms and conditions relating to type of and length of use.
- Cancellation.
- Damage.
- Insurance.
- Charging.
- Restrictions on use.
- Licensing for the sale of alcohol, or public performances.
- Parking.
- Safeguarding

Payment is in advance for single lettings; monthly or termly in arrears for regular lettings. Outline charges are set by the Governors and reviewed annually. Specific charges relating to the booking are set at the time of raising the contract.

A diary is kept covering all school, PTA and outside use of the premises and grounds afterschool, in evenings, at weekends and in holidays.

Conditions of Hire

1. Acceptance of Conditions

The hiring of our school premises is permitted by the Governing Body only on these conditions. Acceptance of a booking confirmation is deemed to be acceptance of these conditions.

2. Nominated organiser

The User must nominate at least one person who will be on site during the period of the actual hiring to ensure these conditions are adhered to. This person must make her/himself known to the Caretaker at the start of the letting.

3. Areas hired

The User must ensure that only the areas hired are used and that food is not taken outside the Main Hall.

4. Behaviour and Supervision

Children must be supervised at all times within the building and grounds. The User will be responsible for ensuring the good behaviour of all those attending the function, including keeping noise at a reasonable level as determined by on-site staff.

5. Periods of hire

The User must ensure that the event does not exceed the times booked. Failure to do so will result in a proportion of the refundable deposit being forfeited. The amount will be determined by the school.

6. Numbers

The numbers of people attending at any one time must not exceed the numbers indicated on the booking form and agreed with the school. Failure to comply with this condition will result in the immediate termination of the letting without refund.

7. Cleaning

The User must leave the areas used, including the school grounds, in a reasonable state of cleanliness. Failure to do so will result in a proportion of the refundable deposit being forfeited. The amount will be determined by the school.

8. Fire

The User must make her/himself aware of the fire evacuation procedures relating to the area hired and must ensure that all fire exits are kept clear during the letting.

9. Health and Safety

The User must make her/himself aware of the school's health and safety policy and must not interfere with or misuse anything which is provided in the interests of health, safety or welfare.

10. School equipment, fabric and fittings

No use may be made of equipment such as visualisers and other audio aids without the prior agreement of the school and the User must not interfere with the fabric, fittings or contents of the premises in any way. Blu-tack and sellotape are not to be used on the walls or any painted areas.

11. Users property

Permission should be obtained from the school in advance if the User wants to bring electrical equipment onto the premises. Users may not bring equipment or articles of an inflammable, explosive or dangerous nature onto the premises.

12. Right of access

The Governing Body and its agents reserve the right of access to the premises during the letting.

13. Deposits

The User for single lettings shall pay a £50 refundable deposit at least 2-4 weeks before the date of the hiring. This will be held by the Governors against any damage caused by the User or additional cleaning required because of the hiring.

14. Payment of charges

The refundable deposit and the insurance charge must be paid at least 2-4 weeks before the date of the hiring; otherwise the accommodation will not be regarded as booked. The hire charge is to be paid a week before the hire date.

15. Insurance

The User is required to pay an insurance charge of 1.8% of the total lettings charge. The Third Party Users insurance will be organised by the school. The insurance provides cover for the User in the event of a claim for damage to property or injury made against the User from a third party, which arises out of the hiring of the school premises. The limit of indemnity on the policy is £1,000,000. The User is also covered if held responsible for damage to the school premises and the indemnity in this respect is £25,000.

16. Own Risk

It is the User's responsibility to ensure that all those attending are made aware that they do so at their own risk.

17. Accident or Injury

The Governors do not accept any responsibility for any accident or injury or loss of property that may occur to, or be sustained by, persons using the premises during the period of the letting.

18. Alcohol

Alcohol may not be sold or served without the written agreement of the Governors. If permission is given, alcohol may not be sold on the premises without a Local Authority licence. It is the responsibility of the User to obtain and show the licence to the Head Teacher in advance of the letting.

19. Musical Works and Copyright

No musical works in the repertoire of the Performing Right Society may be performed in public on the premises unless the User has obtained the permission of the Society. No copyright material may be delivered or performed without the consent of the owner of the copyright.

20. Public Entertainment

Film, musical, dancing (including disco) and stage events must all be considered public entertainments unless entrance is restricted to those who are bona fide members of the organisation hiring the premises. If admission is open to all, or if tickets are to be sold at the door or offered to the public, it is the User's responsibility to inform the Council's Entertainments Licensing Officer and obtain an Occasional Licence.

21. Hospitality

No school staff are permitted to accept hospitality gifts, either cash or in kind, at any time. The school requests that no gifts of this nature are offered.

22. No Smoking Policy

The schools no smoking policy must be adhered to at all times.

23. Safeguarding

The safeguarding of children is of paramount importance to the Governing Body. Any User for regular / multiple bookings involving the participation of children must ensure all persons involved with the hire have current extended DBS clearances, details of which must be provided to the school prior to the commencement of the booking.

Roles & Responsibilities

The "school authorised representative" is responsible for the construction and regular update of the lettings diary.

- The PTA Secretary and individual teachers are responsible for informing the authorised school representative a term in advance, of events outside teaching hours, which will use the school premises.
- Opening and closing the school is undertaken by the caretaker, or a casual caretaker, or by prior agreement with an authorised member of staff.

- Supervision during the letting is the responsibility of the User. The User is also responsible for the security of the area of the school being used.
- Post-letting checks are made by the caretaker and reported to the school authorised representative.
- Follow-up of unsatisfactory lettings is made. Due attention is to be paid to avoid undue wear and tear on the buildings and equipment.

Monitoring & Evaluation

The success of lettings can be equated to the additional income raised for the school, less the cost of any reasonable wear and tear made during lets to the furniture and fabric of the school, costs of additional heating and caretaker's wages.

Letting Charges

Main Hall only	£18.00 <u>£19.00</u> per hour
Main Hall & Changing Rooms	£20.00 <u>£21.00</u> per hour
Community Room	£12.00 <u>£12.60</u> per hour
Swimming Pool	£14.00 per hour <u>Subject to tendering</u>

~~School Staff and Parents~~ ————— ~~£12.00 per hour~~

~~Caravans and Motor Homes~~ ————— ~~£10.00 per unit per night~~

Insurance is charged at 1.8% for casual users.

Additional Information

- The above charges are for the hire of the School Hall and toilets. Additional rooms and the playing field, at extra cost, can be hired subject to availability. Payment is required prior to the date of the letting.
- The cost of hiring the school field is £10.00 per hour.

Users will be charged a half hour either side of the hire period for setting out and locking up.

Cancellations

1. The Governing Body must be notified of any cancellation at least 4 weeks prior to the date of hire. 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 a single hire, the booking charge will be refunded in full. Your custom will be welcomed again at any time in the future.
3. Where notification is given to the school between 2-4 weeks prior to the arranged date of a single hire, the User will be entitled to a 50% refund only (if already paid).
4. Where notification of cancellation is given less than 2 weeks prior to the arranged date of a single hire, the User will not be entitled to any refund of the booking fee. The returnable deposit will be returned in full.

5. For the cancellation of regular bookings, notification must be given to the Governing Body at least 4 weeks in advance. An invoice will be raised by the school and the User will be required to make a payment for all outstanding invoices.
6. Where a cancellation is made by the Governing Body of the school, the User (single bookings only) will be entitled to a full refund, if applicable. The Governing Body will endeavour to notify the User at the earliest possible moment, however, no guaranteed period of notice can be offered. Regardless of when notification is given to the User, the User will not be entitled to any compensation for any additional costs incurred associated with the booking.

Please note:

- a. The above conditions apply for cancellation of total or part of a booking.
- b. Where the User makes a permanent cancellation during the course of a letting agreement, the User will pay for all sessions completed at the time of cancellation but no compensation will be available.

Complaints Procedure

1. If the school receives a complaint regarding the User, the following procedure will be followed:
 - a. A representative of the Governing Body will verbally raise the concern with the named User.
 - b. If applicable, the situation will be monitored for two sessions to allow the issues to be addressed.
 - c. Should the situation remain unresolved, the User will receive written notification of the concern and a further two sessions will be given to allow the User to address the situation.
 - d. If the matter remains unresolved, the User 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.
 - e. If the User blatantly breaks the conditions of usage, the hire can still be terminated immediately.
2. If the User has a complaint or concern regarding the hire, the following procedure will be followed:
 - a. Contact the named representative of the Governing Body and discuss the problem. Allow 5 working days for the situation to be resolved.
 - b. If the matter remains unresolved, the User should notify the Governing Body through the Headteacher in writing and allow 5 working days for the situation to be resolved.
 - c. If the matter is still unresolved, the matter will be placed on the agenda of the next appropriate meeting of the Governing Body. If the concern needs urgent attention, the Headteacher will raise the matter with the Chair of Governors and report to the next Governing Body any action taken.
 - d. If still unresolved, the matter will be taken to the next full Governing Body meeting and the User will receive a written response from the Chair of Governors detailing the outcome.

3. If the school receives a complaint from a third party, the following procedure will be followed:
 - a. The Governing Body will be notified of the complaint.
 - b. 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.
 - c. 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 User 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 User will be informed of any action and / or decision taken by the Governing Body.
4. The Governing Body's decision is final.