



Bournville Primary School Lettings Policy

Date Ratified: 23rd September 2014

Signed By: 

On behalf of School Governors

Signed by : 

Headteacher

Review Date: September 2015

LETTINGS POLICY

This policy has been written recognising that the school may not legally subsidise non-school usage from the delegated school budget.

Many individuals and groups will approach the school with a view to hiring premises or grounds which are defined in the following three bands:

- Statutory users – usage laid down by statute will not be frequent but must be accommodated at a rate to recover costs. The charging of a rent is prohibited by law
- Designated users – these should have priority of access except where a clash with statutory usage cannot be avoided. They should not be charged a higher fee than that which allows governors to recover the costs of providing the facilities
- Private users – charges will be set and priority accorded within the governors' local lettings policy

Statutory Users

Where it is established by statute that school premises may be used then other priorities must stand aside.

This does not preclude governors from setting a realistic letting charge to cover their costs.

Statutory usage is defined as the following:

- Use of premises for polling stations or political meetings when a local or parliamentary election has been declared
- Official meetings of the parish or parochial councils
- Any other statutory purpose which may arise

Designated Users

The designated user group is likely to be the largest to use educational premises and grounds.

It follows that charges should be set at a cost-recovery point and not at levels which could deter such usage.

Within this band the following groups are in order of priority of access to extended use of council premises:-

- Within a school – the schools own activities – for example, governor, staff or PTA meetings, curriculum activities such as plays and concerts, fund-raising activities for school funds
- Community education programmed activities – for example, council-sponsored adult education or youth service programmes, community education staff meetings or training courses

- Other community activities – for example, approved playgroups, recognised playschemes, Duke of Edinburgh’s Award Scheme and non-profit making sports courses for school-age children
- Education Department activities for purposes other than those already specified above

Where there may be doubt over approval or recognition of groups further advice will be sought from the Local Authority Auditors.

Private users

Those who are not defined as statutory or designated users are defined as private users.

PROCEDURES

- 1 All lettings must be approved by the Headteacher or Business Manager
- 2 All prospective hirers must complete a lettings form. Failure to do so may result in the letting not being approved
- 3 The hirer must personally sign the lettings form and may not assign or sub-let the premises
- 4 * A lettings form and safeguarding form must be received before the proposed date of use
 - * A risk assessment must be provided/carried out (by the person wishing to use the establishment) on the activities they intend to carry out during the letting. If the person is not competent in carrying out a risk assessment, support from the Business Manager must be sought
 - * Applications and charges for regular lettings will be reviewed annually by the Governor’s Finance and Resources Committee
- 5 The Governing Body reserves the right to cancel any letting at any time. Any fees paid will be refunded or an alternative date offered, except in the case of misconduct
- 6 The Governing Body reserves the right to impose special conditions in respect of any letting, series of lettings or class of lettings to protect its property or employees. Any special conditions will be notified in writing to hirers before the deposit is paid
- 7 A no smoking policy applies at all times
- 8 No letting shall be considered approved or any change confirmed until done so in writing by the Governing Body, Headteacher or Business Manager
- 9 Premises or grounds covered by these conditions must not be used without a current lettings approval. Any person who knowingly uses the premises or grounds without authorisation will be charged at the appropriate rate and refused permission to use any facilities in the future

- 10 The hirer must ensure that a responsible adult is present and able to supervise at all times during the letting
- 11 The Lettings Policy will be reviewed and updated where necessary on an annual basis.

EQUIPMENT AND ACCOMMODATION

- 11 The hirer must pay the school the cost of making good any damage to the property that may ensue. The hirer must clear away any rubbish and leave the premises in the condition in which they were found
- 12 Any desks, furniture or equipment in the rooms hired must not be interfered with without the prior approval of the Governing Body, Headteacher or Business Manager. Standing on seats, furniture, window sills, etc is not permitted. Fittings, fixtures or decorations of any kind are not allowed, other than purely temporary arrangements that require no nails, screws or other fixed devices that would damage any part of the premises
- 13 Chalk, resin or polishing materials may not be used on floors
- 14 The lighting arrangements of the premises must not be supplemented or altered. Specialist equipment such as a public address system must not be installed by the hirer, except with the express approval of the Governing Body, Headteacher or Business Manager
- 15 Specialist rooms and equipment (including gymnastic equipment, public address systems, stage lighting and pianos) are not included in the letting arrangements unless specifically mentioned in the letting form and approved by the Governing Body, Headteacher or Business Manager. The hirer is responsible for their proper use if approved
- 16 The Governing Body does not provide first aid facilities for the hirer or guarantee access to a telephone for calling assistance during lettings. Hirers should make their own arrangements in this respect
- 17 Chairs installed in the premises may be used by special arrangement. The Governing Body does not undertake to provide suitable chairs or seats for use by the hirer. Any furniture provided by the hirer must be removed immediately after the end of the letting

GROUNDS

- 18 The Governing Body will consider applications to use the external site or playing fields and charge accordingly

LEGAL REQUIREMENTS

- 19 The hirer must comply with the legal requirements concerning consumption of intoxicating liquor, music, singing and dancing licences, theatre licences and copyright. The hirer must not apply for licences without the specific approval of the Governing Body, Headteacher or Business Manager

- 20 The hirer must comply with any legislation in force at the time of the letting. If the letting is for any play or entertainment, it is the responsibility of the hirer to station a sufficient number of responsible adults to prevent more people being admitted to the building than can be safely accommodated there and to control the movement of people while entering the leaving the building and to take all other reasonable precautions for the safety of those people
- 21 The hirer will to the best of their endeavours ensure that the requirements of the Race Relations Act 1976 (in particular the need to promote good relations between persons of different racial groups) are observed at all times throughout the letting
- 22 The hirer is specifically forbidden to use, or allow the use of the hired premises or grounds for any illegal or immoral purposes and shall not carry on any activity so as to cause nuisance or annoyance to other users of the premises or neighbouring or adjoining premises

SAFEGUARDING

- 23 The hirer must ensure suitable arrangements are in place with regard to safeguarding children and child protection
- 24 The Governing body reserve the right to ask for evidence of hirers safeguarding and child protection policies and arrangements

INSURANCE

- 25 Insurance effected by the Local Authority does not extend to a hirer's liabilities. Therefore, it is the responsibility of the hirer to obtain public liability insurance cover of £5 million
- 26 Evidence of the insurance must be shown to the school before the letting commences. A copy will be retained on file with regard to expiry dates of hirers insurance
- 27 The school can obtain insurance on behalf of non-profit and charitable organisations only at a cost of 10% of the lettings fee with a minimum £10 charge. This MUST be agreed with the school in advance of the booking taking place.

CONDITIONS OF PREMISES

- 28 While the Governors give no guarantee as to the fitness, suitability or condition of the premises at the commencement of the letting, every effort will be made to see that the premises are in a reasonable state

COMPLIANCE WITH CONDITIONS

- 29 Failure by the hirer to comply with any of the above conditions, whether intentionally or not, may be deemed by the Governors to be just cause for the immediate cancellation of any letting or series of lettings