



# ST STEPHEN'S CEVA PRIMARY SCHOOL, BATH

## LETTINGS POLICY

*This policy links with the Health and Safety and Charges and Remissions Policies.*

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## 1 PURPOSE

The purpose of this policy is to ensure that the most effective use is made of the school premises. We believe that our school should be a centre for lifelong learning. We recognise that the facilities could generate resources for the school. This policy sets out the criteria for making decisions on requests for use by external organisations.

## 2 WHO WAS CONSULTED?

The Headteacher and the LA were consulted when formulating the policy. Relevant DfE guidance has also been considered.

## 3 RELATIONSHIP TO OTHER POLICIES

This policy should be read in conjunction with the Health and Safety policy and the Charges and Remissions policy.

## 4 ROLES AND RESPONSIBILITIES

The **Governing Body**, with advice from the Headteacher, will:

- Balance the desire to generate income against the desire to support “worthy” groups within the community, agree the criteria to be used when deciding which groups are to be allowed to use the premises and consider requests for bookings against those criteria.
- Ensure that use by external organisations does not degrade the standards of the facilities to the extent that they are no longer suitable for use by pupils.
- Consider issues of political balance.
- Consider the implications of all requests received for the health, safety and security of pupils and staff.

The **Headteacher** will:

- Establish a central booking system.
- Apply the criteria agreed by the Governing Body and consult the Finance & Resources committee on requests for bookings which do not meet them or where there is a potential conflict of interest.

## 5 CHARGES

Letting charges will be proposed and reviewed from time to time by the Finance & Resources committee and agreed by the Governing Body.

The agreed letting charges may be varied at the discretion of the Finance & Resources committee in order to allow for special circumstances.

The Governing Body, St Stephen’s PTA and the PCC of St Stephen’s Parish Church will not normally be charged for lets.



The Governors will not charge service providers for access to school premises for Extended School activities which bring an educational benefit to our children.

A concessionary rate will be set for lettings to local community groups. Hirers may apply for recognition for their group by formal application to the Chair of the Governors. The Governors would normally grant approved status to groups which serve the community or the needs of children and young people in the locality.

The concessionary rate will be applied to the use of school premises for Extended School activities which are for the benefit of the local community

All lettings must cover any costs to the school, such as heating, lighting and site manager costs.

## **6 FACILITIES TO BE LET**

In principle any part of the school may be let, subject to adequate arrangements for health, safety and security. Use of the car park may be included as part of a letting provided this does not conflict with use by staff.

## **7 ARRANGEMENTS FOR LETTING, MONITORING AND EVALUATION**

All bookings must follow the lettings process and must apply with the regulations in the appendix to this document.

The Finance & Resources committee will monitor this policy, and may request a report from the Headteacher on the use of the school outside the school day.

The Finance & Resources committee will consider whether the additional use of the school premises is achieving the purposes set out at the start of this policy.



## A. APPENDIX

### REGULATIONS FOR THE LETTING OF ST STEPHEN'S SCHOOL

#### General

1. All bookings must comply with these Regulations. Breach of any regulation may give rise to the cancellation of further lettings.
2. **Smoking is not permitted in any part of St Stephen's School.**
3. Lettings must be supported by a signed application form from the Hirer. Submission of an application form will be interpreted as acceptance by the Hirer of these Regulations. Applications should only be considered as accepted by St Stephen's School ("the School") once written confirmation has been received by the Hirer.
4. The Hirer may not assign or sub-let the premises hired to any third party.
5. For reasons of safety, there is a limit of **60** in the school hall if the rear doors to the rest of the school are kept locked. If all the fire exit routes are open the limit is **400**.
6. The Governing body of St Stephen's School ("the Governors") reserves the right to impose any special conditions it considers appropriate for any particular letting or series of lettings. Special conditions imposed after a letting has been accepted may be treated as a cancellation under Regulation 7.
7. The Governors may cancel any letting at any time. In this event, except in the case of misconduct, any fee paid will be refunded or an alternative date agreed.

#### Charges

8. Charges will be made at rates determined by the Governors and may be varied from time to time. A concessionary rate will be applied to approved hirers. Hirers may apply for approved status to the Chairman of the Governors. The Governors would normally grant approved status to groups which serve the community or the needs of children and young people in the locality.
9. A deposit of 25% of the hire charges for the letting(s) is required on acceptance of a booking. **This is non-refundable in the event of cancellation.** Lettings will not be confirmed until the deposit has been received. The balance of the hire charge must be received by the School 5 working days prior to commencement of the period of hire. Payment shall be by cheque or BACS transfer to the Governors of St Stephen's School, or in the case of regular bookings, a standing order.
10. No refund will be given in the event of cancellation with less than 48 hours notice.
11. The hirer is responsible for performing any required DBS checks associated with the hire, and for any costs incurred.

#### Conditions

12. The Hirer is responsible for all actions and activities associated with the hire and in particular for any damage to the premises, fixtures or fittings which



- occurs during the period of the hire. The Hirer will be required to bear the cost to the School of making good any such damage (see also Regulation 27).
13. The Hirer assumes responsibility for behaviour of all persons connected with the agreement and their car parking arrangements.
  14. The Hirer shall ensure that a sufficient number of responsible adults are present and able to supervise at all times during the letting.
  15. The Hirer must leave the premises clean and tidy, removing any rubbish and cleaning up any mess or spillages. The Hirer will be required to reimburse the School for any additional cleaning costs that may be incurred.
  16. The Hirer shall ensure that the minimum of disturbance is caused to nearby residents, and that all hirings are completed by 2300 hours.
  17. Fixed furniture and equipment that may be on the premises must not be used or interfered with, without prior approval of the Governors.
  18. Specialist rooms and equipment (eg ICT, gymnastic equipment, pianos) are not included in the letting arrangements unless specifically requested and approved. Such applications must specify the name and qualifications of the person taking responsibility for their proper use.
  19. The servery may only be used if this has been provided for in the confirmation of hire. **The servery must not be used for food preparation without prior approval of the Governors.** Tea towels and consumable items (eg washing up liquid) shall be provided by the Hirer. School crockery and cutlery shall not be used.
  20. The electrical and mechanical installations of the premises are not to be supplemented or altered and the Hirer is not to use or install any specialist equipment such as public address systems without prior permission from the Governors (see also Regulation 22).
  21. Fittings, fixtures or decorations are not permitted unless they are purely temporary arrangements which will not damage or mark any part of the premises.
  22. Any furniture or equipment brought to the premises by the Hirer is to be removed immediately after the period of hire unless by special arrangement with the Governors. The Hirer warrants that any such equipment will be in good repair and safe to use, and in the case of electrical equipment will have a current test certificate from a qualified contractor (see also Regulation 30).
  23. The Hirer is not to use chalk, resin or polishing materials on floors.
  24. The Governors give no warranty as to the legal or physical fitness, suitability or condition of the premises at the time of letting.
  25. The Hirer is to be familiar with the position of emergency exits and fire extinguishers. The Hirer shall ensure that a sufficient number of other persons, bearing in mind the numbers attending, are also familiar with these facilities and with the procedure on hearing the fire alarm.
  26. The Hirer shall ensure that an operational mobile phone is available at all times on the premises during the period of hire.
  27. Hirers shall make their own arrangements with respect to first aid medical equipment. The details of any accident that occurs during the period of hire are to be reported to the Governors.
  28. Hirers must be over 18.



### **Insurance and Legal Requirements**

29. The Hirer shall indemnify the Governors and the School against liability for injury to persons or damage to property caused by negligence or breach of statutory duty of the Hirer. It is the responsibility of the Hirer to effect whatever insurance he/she considers is required to cover his/her liability. If so requested the Hirer shall provide evidence of suitable insurance cover for such liability. (Note that hirers may purchase Hirers Liability insurance through the school insurance policy at a cost of 10% of the letting charge.)
30. The Governors and School will only be liable for theft of equipment belonging to the Hirer if responsibility for it has previously been accepted in writing signed by an authorised member of the Governing body.
31. The Hirer shall be responsible for complying with the legal requirements concerning sale and consumption of intoxicating liquor, music, singing and dancing licences, theatre licences and copyright. The Hirer is responsible for obtaining any licences required. No such application shall be made without prior approval of the Governors.
32. The Hirer shall comply with Section 12 of the Children and Young Persons Act 1933, that is to say, where the majority of persons attending are children, then if the number exceeds 100, it shall be the duty of the Hirer to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building or to any part of it than can be safely accommodated there and to control the movement of the children and other persons admitted while entering or leaving the building and to take all other reasonable precautions for the safety of the children.
33. The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Children Act 1989 and that only fit and proper persons have access to the children.
34. The Hirer shall ensure compliance with Fair Trading Laws and any code of practice used in the event of goods being sold in the hired space.
35. The Hirer is forbidden from using the premises for any illegal or immoral purpose, and shall not carry on any activity which may annoy other users or neighbours.
36. Neither the Governors nor the School shall be liable for the death of or injury to or damage to any property of or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred by the Hirer or any person enjoying or purporting to enjoy the benefit of this agreement (to the extent that such liability is permitted by law).



## B. ST STEPHEN'S SCHOOL - LETTINGS PROCESS

Who	Process	Comments
School Secretary	Issue application form, copy of Letting Regulations and schedule of charges to potential applicants.	
Applicant	Return completed application form to School Office with 25% deposit.	
School Secretary	Check availability.	If doubtful, check with Headteacher who will consult Governors if necessary.
School Secretary	Check for compliance with "St Stephen's School – Lettings Policy"	If doubtful, check with Headteacher who will consult Governors if necessary.
School Secretary	Check eligibility for concessionary rate against list of approved groups.	Hirers may apply to the Governors for approved status.
School Secretary	Check availability of site manager cover.	
School Secretary	Accept / reject booking. If accepted: Send acceptance letter to hirer. Pass details to site manager. Pass deposit to Chair of Finance. If Hirers Liability insurance requested, inform BANES by email to: <a href="mailto:Nicola_Knight@bathnes.gov.uk">Nicola_Knight@bathnes.gov.uk</a> If rejected Send letter of rejection to applicant.	
Applicant	Pay balance of hire fee to Governors.	Five days before date of let.
Site manager	If necessary, make contact with hirer to coordinate opening up and any other details.	
Site manager	At time of hire, meet hirer and brief on facilities, fire fighting equipment and fire exits.	



### C. ST STEPHEN'S SCHOOL – APPLICATION FOR HIRE OF FACILITIES

Before completing this application form please read the Letting Regulations and charges information carefully. **PLEASE USE BLOCK LETTERS**

If you wish to apply for concessionary status please apply in writing to the Chair of the Governors, c/o the School.

Please note that 25% of the letting charge is required on acceptance of your booking. **This is not refundable in the event of cancellation.**

Facilities required	Day	Date(s)	Time
			From:  To:

**Hirers Liability insurance required:** Yes / No (see Regulation 27. Add 10% to hiring charge)

**Purpose of hire** (please give a full description of the event)

**Car park required** Yes/No      **Servery required** Yes/No

Note: Certain activities may by law require a licence, particularly the sale of intoxicating liquor. You must inform the Governors if you intend to apply for a licence.

**Name and address of hirer** (including name of organisation, if applicable)

**Telephone number:**

**Email:**

I personally agree to be responsible for the fees charged in respect of the facilities applied for. I have read and understood the Letting Regulations and I undertake to comply with them. I am over 18 years old.

**Signed:**

**Date:**



**FOR SCHOOL USE**

**LETTING REFERENCE:**

	<b>Signed</b>	<b>Date</b>
Approved / not approved		
Charge due:		
Acceptance letter sent:		
Site manager informed:		
BANES informed (if insurance requested):		



**D. SUGGESTED ACCEPTANCE LETTER FOR PREMISES HIRE (SCHOOL LETTERHEAD)**

Letting reference:

Dear

Thank you for your application to hire facilities at the school. The following booking has been made on your behalf:

The charge for this hire will be..... Receipt of your deposit of £XX.XX is acknowledged. This is not refundable in the event of cancellation. The balance is due 5 working days prior to the letting.

**EITHER**

I note that you have elected to pay for Hirer's Liability Insurance through our school policy. This provides public liability cover for individuals and organisations hiring the school premises with a limit of £1M. The cover extends to include damage to school premises during the hire period, subject to a £100 excess. However, the Governors do not warrant that this insurance covers all your liabilities in respect of this booking. If you are in any doubt about the cover provided you are advised to contact Nicola Knight, BANES Senior Insurance Admin Officer (tel 01225 395303).

**OR**

I draw your attention to Regulation 27 of the Lettings Regulations regarding liabilities and insurance. It is your responsibility to ensure that you have adequate insurance cover.

The site manager is ..... Should you need to contact him/her prior to the letting his number is..... between the hours of ..... and .....

Please ensure that .....(site manager)... briefs you on the location of fire fighting equipment and fire exits. Note that there will be no medical equipment accessible during the hire and that you should make your own arrangement in this respect. Note also that Regulation 25 requires you to have an operational mobile phone available on the premises at all times during the hire.

Yours sincerely

School Secretary (for Headteacher)



## E. CHARGES FOR HIRE OF FACILITIES AT ST STEPHEN'S SCHOOL

Facility	Hire charge			Concessions		
	1 hour	2 hours	3 hours	1 hour	2 hours	3 hours
Hall	£27.50	£49.50	£66.00	£19.25	£33.00	£44.00
Classroom	£16.50	£29.70	£40.70	£11.00	£19.80	£26.40
ICT suite	£27.50	£49.50	£66.00	£19.25	£33.00	£44.00

For weekend and non-term time lettings, a £13 booking fee will apply.

1. More than 3 hours in one session: add the difference between the 2 hour and the 3 hour rate for each extra hour.
2. The concessionary rate will be applied to approved hirers. Hirers may apply for approved status to the Chairman of the Governors. The Governors will normally grant approved status to groups which serve the community or the needs of children and young people in the locality.
3. Hirer's Liability Insurance is available through the school policy at an additional cost of 10% of the hire fee. This provides public liability cover for individuals and organisations hiring the school premises with a limit of £1M. The cover extends to include damage to school premises during the hire period, subject to a £100 excess.
4. A deposit of 25% of the hire charge is required on booking. The balance of 75% must be paid 5 working days before the date of hire.
5. Hire charges should be paid by cheque or BACS transfer to the Governors of St Stephen's School, or in the case of regular bookings, a standing order. Details can be obtained from the School Office.