



Lettings Policy

Draft prepared by:

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Agreed by governing body:

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Review Date:

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Signed:

Chair of Governors:

CHASE BRIDGE PRIMARY SCHOOL

Introduction, aims, purpose of policy

The Governing Body of Chase Bridge School believes that education is the prime purpose of the school. However, we are keen to see the school and its facilities be of benefit to the whole community.

As such, it is the desire of the Governing Body that our facilities should be made available to local groups provided that this does not conflict with the work of the school, the interests of the pupils or the wellbeing and workload of its staff. In addition, any lettings should not create a nuisance or inconvenience our neighbours.

The Governing Body recognises and supports the following principles:

- The school premises represent a significant capital investment and should be fully utilised
- The school premises are a valuable community resource
- Use of the school premises for educational purposes should take priority when lettings are considered
- Whilst earning income from private or commercial lettings is desirable it may not be the primary objective when letting for educational activities

Policy summary

This policy details the lettings policy and procedures of Chase Bridge School along with the roles of both the Governing Body and users of the school facilities. At all times, the use of the school premises outside of the school day is under the control of the Governing Body (Education Act 1986)

The final decision regarding compliance with the ethos and policies of Chase Bridge School in regard to lettings lies with the Governing Body.

Responsibilities

The responsibilities of the school and the hirer, on entering into a letting agreement, are laid out below:

A - The school

The school will:

- Ensure that the agreed room/area is open and ready for use at the beginning of the session
- Agree a system to facilitate communication with school staff, if and when needed
- Report to governors to inform them of activities and ensure that partner organisations are recognised and acknowledged where appropriate
- Provide access to appropriate whole-school policies
- Consider all applications, providing that hirers adhere to and comply fully with the terms and conditions set out in this policy and all documents referred to

B - The hirer/service provider

i) Activities

Where the hirer is a service provider, all services must be appropriately planned, and such planning delivered a minimum of 4 weeks in advance to the School Business Manager.

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- Appropriate resources must be provided. Where school resources are to be used, a written request must be submitted and agreement obtained prior to hire commencing. The responsibility for damage to any school property remains with the hirer.
- Suitable and sufficient risk assessments must be undertaken for each activity. All participants must be adequately supervised during the session, encouraged to attend promptly, remain for the duration and leave the building promptly at the end.
- Young people must never be left unattended. Parents/carers or an alternative agreed contact must be informed immediately if any young person leaves a session.
- Staff and participants should be made fully aware of fire drill procedures and any other safety arrangements.
- Service providers shall maintain relevant records, which can be made available to the school, including a register of attendance and a record of activities per session.
- The hirer is required to hold details of emergency contacts and medical needs for each participant where parental responsibility is being assumed by the hirer.
- Premises should be left clean and tidy and in the condition in which they are provided.

ii) Staffing

Staff must be suitably qualified and experienced, and have undergone Disclosure and Barring Service checks (DBS), where necessary. No adult without DBS checks can be involved in any work with children.

iii) Safeguarding issues in relation to children

- In any situation where a hirer becomes aware of an issue which concerns a child's safety or well-being in relation to child protection issues, the hirer shall inform the headteacher (if the child attends our school) if the activity is taking place during school hours, or the Single Point of Access (SPA), if outside these times (tel: 020-85475008). Information regarding SPA is available on their [website](#).
- Staff must be aware that they cannot offer guaranteed or unconditional confidentiality.
- If a child (who attends our school) discloses any information relating to their own safety or that of any other young person, a member of the school's Safeguarding Team must be informed immediately.
- All staff are required to read the school's Safeguarding Leaflet. Our comprehensive Safeguarding Policy is also available on our [website](#).

iv) Insurance

A hirer is responsible for indemnifying the school and the Local Authority against injury to their staff and participants, and loss and/or damage to any property occurring as a result of the hire.

v) Environment

Chase Bridge School enjoys a good relationship with its neighbours. All hirers and visitors are required to have due regard to the entitlement of our neighbours to the enjoyment of privacy and quiet. In addition, all hirers and visitors are to pay due consideration to the school's onsite tenant who occupies the Cabbage Patch House to the front of the school.

Where relevant, please also refer to the following policies and documents which are available on request from the school office:

- Health and Safety Policy
- Inclusion Policy
- Safeguarding Policy

TERMS AND CONDITIONS OF HIRE AND USE

Acceptance: By completing and signing the application form, the hirer:

- accepts and agrees to adhere to all aspects of this lettings policy, including these terms and conditions
- accepts the responsibilities of the hirer as laid out above on behalf of their organisation or event
- accepts responsibility for ensuring that all attendees comply with all the terms and conditions contained within this policy

Care of children

All children will be supervised at all times by their carers, except where children are attending an organised group or care scheme. Where the latter applies, the group/care scheme will adhere to the regulations set out in the Children Act 1989, including those of the relevant registering body.

Licences

Where necessary, the conditions of any licences required for public dancing, entertainment, or music, must be strictly adhered to. It is the duty and responsibility of the hirer to ensure they understand, apply for, and are able to comply with all such regulations and requirements, including licences for music, dancing and alcoholic or other refreshments.

Damage

The hirer shall indemnify and keep indemnified the school and the Governing Body from and against all losses and damages arising as a result of the letting of the premises. The hirer will pay the full cost of repair or replacement of any fixtures or fittings that become unserviceable or unsuitable for use through damage caused by any person attending the function, whether deliberate or otherwise.

Property

All property brought onto the premises is done so at the sole risk of the owner of that property. Neither the school nor the Governing Body will accept responsibility for any loss of or damage to any property owned by any person or organisation using the premises. Security arrangements are the responsibility of the hirer.

Injury or loss

It is the responsibility of the hirer to inform the Headteacher, in writing and within 24 hours, of any person or persons sustaining injury or loss on the premises during the letting.

Alcoholic drinks

No alcoholic drinks may be consumed or brought onto the premises unless prior written permission has been applied for and received from the Headteacher. Alcohol may not be sold unless a magistrate's licence has been applied for, granted, and shown in advance to the finance manager. It is the hirer's responsibility to ensure that the consumption of alcohol is moderated.

Copyright

The hirer shall indemnify and keep indemnified the school and the Governing Body against any breach or infringement of copyright, in relation to the performance of material or delivery of any work in which a copyright exists.

Whiteboards

Interactive whiteboards in any classroom are not to be used.

Right of access

The school and the Governing Body reserve all rights of access.

Advertising

Advertising for any event on school premises may only take place with the prior written permission of the school.

Alterations

No alterations to the premises may be undertaken without the prior written permission of the Headteacher. Any authorised alterations must comply with all Health and Safety Regulations and must be removed at the expense of the hirer. The preparation and dismantling of any alteration must be done outside of school hours.

Furniture

The hirer must not move any school furniture unless previously agreed by the finance manager.

End of let

All lettings must end at the designated time and the school premises vacated within 30 minutes of the end of the let. All music and/or other noise **MUST** cease promptly at the end of the period of the letting.

Health and safety

The hirer will comply with all Health and Safety requirements mandated by the school or other official body.

Public liability insurance

The hirer must take out Public Liability Insurance cover, and a copy of this insurance given to the school prior to the start of the letting. The hirer will be responsible for ensuring that only those who should be attending the event in question are allowed access to the school premises.

Behaviour

The hirer is responsible for the behaviour of all persons organising or attending the function and, in particular, for leaving the site in a quiet and orderly fashion and by the time stated in the letting agreement. The hirer shall be liable for any costs incurred by Chase Bridge Primary School, or any third party, resulting from any actions of any person organising or attending the function.

Contact

A named contact person must be made known to the Site Manager and Finance Manager at the start of the event.

Attendance at the event

Only personal guests or members of the private organisation hiring the school facilities are to be admitted to a function. Anyone attending the function must obtain a ticket before the function, or a written invitation issued before the function takes place.

Maximum numbers attending

Health and Safety considerations restrict the school hall to differing maximum numbers dependent upon the type of event being held. There will be a maximum of 150 seated to watch an event.

Smoking, E-cigarettes, fire related hazards

Smoking and vaping is not permitted within any of the school buildings or grounds. It is the responsibility of the hirer to ensure this is adhered to.

Any flammable items such as portable barbeques, candles, incense sticks and burners are not permitted on the school premises and site.

Should the hirer wish to use their own electrical equipment, permission must be obtained from the school prior to use. All electrical equipment must also be recently PAT tested.

Outdoor playground equipment

The use of the school's outdoor playground equipment is expressly excluded from lettings. It is the responsibility of the hirer to ensure this is adhered to.

Car parking

Parking for staff employed by the hirer is permitted. Permission for the hirer's patrons must be sought from the school prior to the contract start date. Where car parking 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. No parking is permitted on grass areas, the back playground or the area in front of the main school entrance.

Kitchen

Use of the school kitchen is not permitted in any letting arrangements.

Additional costs

It is the responsibility of the hirer to ensure that the premises are left clean and tidy, in the same condition in which they were found. This includes all outside areas as well as indoor areas. The hirer will be liable for any costs incurred by the school for cleaning, caretaking or other expenses, as a result of the premises not being satisfactorily cleared after the letting.

Access for school staff

The school reserves the right to appoint a representative to attend any letting and monitor the use of the schools facilities. The hirer shall allow any member of the school staff, or other representative, to be admitted to any function to ensure compliance with the conditions of the letting.

Pets

No animals shall be permitted on school premises, except registered guide or service dogs.

Contravention of terms and conditions

If any one of the above terms and conditions is contravened, the school reserves the right to cancel this and/or future lettings, with no compensation or refund.

CANCELLATION

Cancellation by the hirer

The school must be notified in writing of any cancellation. Where notification has been received at least 4 weeks prior to the date of the letting, the fee will be refunded in full - apart from a set administration charge of £10 which will be retained to cover administrative costs.

Where notification has been received between 2 and 4 weeks prior to the date of the letting, the hirer will be entitled to a 50% refund only.

Where notification of cancellation is received less than 2 weeks prior to the date of the letting, no refund will be given.

Cancellation by the school

The school reserves the right to cancel any letting, whether confirmed or not, without prior notice and without compensation or refund, if:

- it suspects that any of the terms and conditions of hire or use have been broken by the hirer, or any person organising any function or event
- any condition of this policy or those printed on the application form have been broken or are likely to be broken, by any person attending any function or event, or connected with the function or event in anyway
- any breach of licensing conditions occurs

The school also reserves the right to cancel any letting if:

- the premises are required by anybody or person having a statutory right to use them
- the school is closed or becomes closed

In the event of cancellation by the school, for the reasons defined above, any fees paid in respect of the letting will be refunded. The school will endeavour to notify the hirer at the earliest possible opportunity; 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.

N.B. The above conditions apply for cancellation of all or part of a letting

Where the hirer makes a permanent cancellation during the course of a letting agreement, the school reserves the right to determine whether any refund should be offered and the amount thereof. No compensation will be available. The administration charge will still stand.

ADMINISTRATION OF LETTINGS

The school is not in a position to personally vet every applicant or organisation who wishes to make use of the school premises. Accordingly, it has delegated the authority to accept applications for hire to the Headteacher.

Application

All formal hiring of the schools premises, including those for which no charge is made, must be properly documented. Thus, applications for lettings will only be considered on presentation to the school office of a completed application form. Note that a receipt of a completed application form does not guarantee that a letting will be accepted. In addition, all hirers will receive a copy of the conditions of hire and a hire agreement. The hire agreement is a contract, which is governed by the Laws of England and Wales.

Confirmation

Where the application for a letting is accepted, the hirer will be sent a Confirmation of Booking and an invoice, to cover the letting fee and any returnable deposit required.

Fees

Letting charges will be set at a level to ensure that the income taken covers the costs of lighting, heating, staffing, waste disposal charges, cleaning etc. of the activity.

Payment

The lettings invoice should be paid, in full, 28 days prior to the date of the letting, and the hirer must ensure that they receive a receipt of payment. This will provide confirmation of the letting agreement. Failure to pay the invoice within this time will result in the letting becoming void.

Deposit

The school reserves the right to require a deposit over and above the lettings charge, as a surety against damage to the premises, including any equipment, or the premises being left in an unacceptable condition incurring additional costs for cleaning, caretaking or other expenses. Deposits must be paid immediately within 72 hours of the submission of the booking form. Failure to pay the deposit within this time will result in the letting becoming void. Please note that the standard damages deposit will be £200, payable in advance.

Variations

No member of staff is allowed to vary the terms and conditions on which the school premises are hired to either individuals or organisations, or to deviate from the published charging policy.

Value Added Tax

The Governing Body is required by law to apply Value Added Tax (VAT) to all transactions where this is appropriate.

Minimum charges

The minimum hire period will be 2 hours with the exception of a minimum of **5 hours** for the hire of a classroom or the back playground.

Payment methods

The Governing Body is required to protect the school from bad debt. Accordingly, online banking payment is required at the time of booking. Cheques and/or cash are not accepted. Proof of payment for the BACs transfer will also need to be provided.

Alteration of arrangements

Any request for amendments to the letting must take place at least 14 days prior to the date of the letting. The hirer must not presume that any amendment will be automatically agreed. Confirmation of any amendments will be sent to the hirer in writing.

Rights of access

The Site Manager or other designated representative may be present throughout all lettings unless it is deemed unnecessary at the discretion of the Headteacher.

COMPLAINTS PROCEDURE

If the school wishes to make a complaint regarding a letting:

- a representative of the school will verbally raise the concern with the hirer
- the situation will be monitored for an agreed period of time to allow the issues to be addressed
- if the situation remains unresolved, the hirer will receive written notification of the concern and an agreed period of time will be given to allow the hirer to address the situation
- thereafter, if the matter remains unresolved, formal notice of termination will be sent to the hirer, effective 72 hours from the date of the letter of notification

If the school receives a complaint regarding a hirer from a third party:

- the school will be notified of the complaint
- the matter will be investigated by a representative of the Governing Body (normally the Headteacher) and a written response will be sent to the complainant within 10 working days
- further correspondence received about the same complaint will be placed on the agenda of the next Environment Committee meeting
- the Chair of the Committee will send a response

Where action by the Hirer is required in response to a complaint received by the school:

- the hirer will be notified of the complaint and will be given the opportunity to rectify the cause
- if the complaint remains unresolved after 10 working days, the hirer will be notified in writing that s/he must address the complaint over the following 10 working days, or accept notice of termination of the letting agreement
- thereafter, if the matter remains unresolved, formal notice of termination will be sent to the hirer with immediate effect
- the hirer has the right to appeal. All appeals must be made in writing and will be presented at the next full meeting of the Governing Body. The Chair of Governors will inform the hirer, in writing, of the outcome of any such appeal.

If the Hirer wishes to make a complaint:

- all complaints should be raised and discussed with the Headteacher, who may forward the complaint to the Governing Body
- if the complaint is not resolved within 5 working days, the hirer should notify the Governing Body through the Headteacher, in writing
- if the complaint is still not resolved within 5 working days, it will be placed on the agenda of the next Environment Committee meeting
- if the matter needs urgent consideration, a special meeting of the committee may be convened
- if the complaint continues to be unresolved, the matter will be taken to the next full Governing Body meeting, following which the Chair of Governors will send a written response to the hirer

Appeals

If the hirer has a letting agreement withdrawn or terminated, they have a right to appeal to the Governing Body. The appeal should be made in writing and will be presented at the next full Governing Body meeting. The

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hirer will be informed of any action and/or decision taken by the Governing Body. The Governing Body's decision is final.

Review of Policy

The Governing Body will review this policy and all hire charges annually.

With effect from July 2024

Standard charges

Please note that charges and requirements will be assessed on an individual basis at the discretion of the Headteacher. Local community groups and those providing a community service should approach the School Business Manager or Finance Manager initially.

Standard charges for commercial or private hire of front playing fields:

Monday to Friday (school holidays only)	9am to 9.30pm	£40 per hour
Monday to Friday (term time evening hire)	6.30pm to 9.30pm	£55 per hour
Weekends	9am to 9.30pm	£55 per hour

Standard charges for commercial or private hire of back playground

- non-inclusive of play equipment:

Monday to Friday (school holidays only)	9am to 9.30pm	£40 per hour
Monday to Friday (term time evening hire)	6.30pm to 9.30pm	£55 per hour
Weekends	9am to 9.30pm	£55 per hour

Standard charges for commercial or private hire of a classroom:

Monday to Friday (school holidays only)	9am to 9.30pm	£25 per hour
Weekends	9am to 9.30pm	£40 per hour

Standard charges for commercial or private hire of our main hall:

Monday to Friday (school holidays only)	9am to 9.30pm	£35 per hour
Monday to Friday (term time evening hire)	6.30pm to 9.30pm	£50 per hour
Weekends	9am to 9.30pm	£50 per hour

A block booking discount will be considered based on the proposed duration of the contract. Please contact the School Business Manager or Finance Manager to enquire.