



Sutton Benger CofE VA Primary School

Lettings Policy

POLICY OBJECTIVES

The Governors of Sutton Benger CE Aided Primary School recognise these letting principles:

- (i) That School premises represents a significant capital investment and should be fully utilised.
- (ii) Those school premises are a valuable community resource.
- (iii) That educational usage of education premises constitutes a natural priority.
- (iv) That no letting to outside bodies has been subsidised from the school's delegated budget.

The Governors of Sutton Benger CE Aided Primary School also recognise that as the school does not have a caretaker, lettings are often difficult to accommodate. As a result, applicants may be directed to The Village Hall, which has the additional benefit of strengthening community links.

Our lettings policy operates within the framework of our Equal Opportunities Policy. The Equality Act 2010 applies throughout this policy and will be adhered to throughout all stages of our lettings procedures.

The Governing Body will not let the school premises to organisations whose purpose is, amongst other things, to encourage racial discrimination and/or disharmony between persons of different racial groups, or are otherwise involved in activities prejudicial to good race relations.

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 in this policy. These terms and conditions are clearly stated in our Conditions of Usage and Booking procedures documents, which will be sent out with all application forms.

The Governing body reserves the unconditional right to terminate the contract without notice.

The final decision on compliance lies with the Governing Body.

ADMINISTRATION PROCEDURES

Application for Lettings

All applications for letting **must** be submitted on an application form in duplicate that form Appendix 1 to this policy statement. One copy will be returned to the hirer on approval with the fees payable shown. The other copy will be retained by the school as a record of the transaction.

The Governors recognise that it would be impossible for them personally to vet every applicant or organisation that wish to make use of the school premises. Accordingly they have delegated the authority to accept applications for letting to the Head Teacher. A record of all lettings will be presented to the Governors at their regular meetings. On acceptance of an application for letting the Head Teacher will appoint a responsible person to open and close the premises and will decide what attendance is required during the hire period.

Terms and Conditions of Letting

The Head Teacher **must** provide the hirer with a copy of the Terms and Conditions of Letting that form Appendix 2 to this policy statement. The Head Teacher shall satisfy him/herself that the hirer has appropriate and up to date insurance cover for any activities they carry out on school premises. The hirer shall also be advised by the Head Teacher of the fire regulations for the school, including assembly points; the name and telephone number of whom to contact in case of emergency and the name of the responsible person.

Once the hirer has accepted a permit to use the school premises, the hirer is 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. 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 our lettings policy are adhered to.

Charging Structure

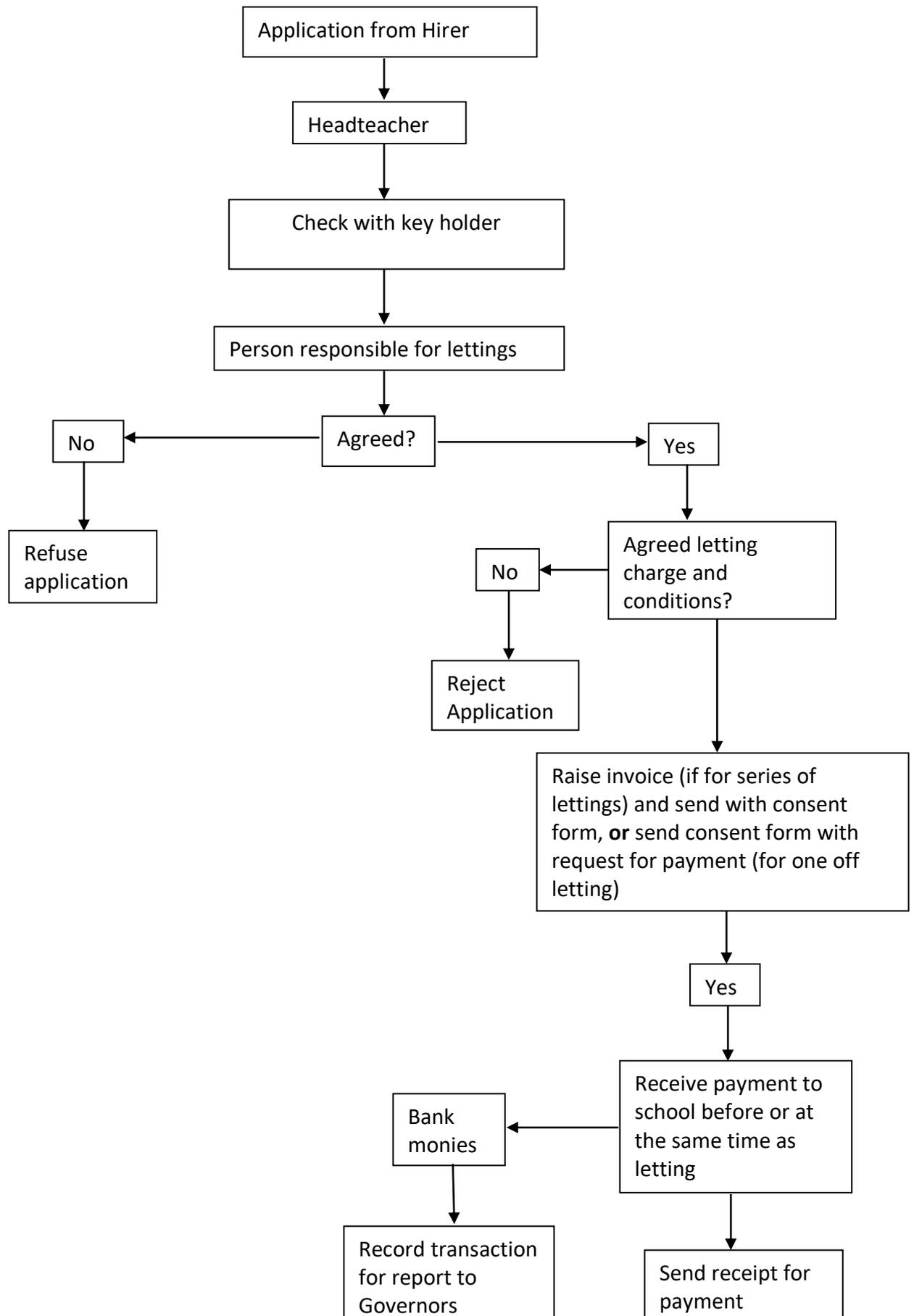
- Charges will be calculated in accordance with the Lettings Policy Charge Sheet that form Appendix 3 to this policy statement.
- Charges for use as a polling station are limited to the actual charge of making the premises available to the Returning Officer.
- In all cases the Head Teacher shall have ultimate discretion over the amount charged which may be less than the minimum charges shown in Appendix 3.
- Receipts should be given for all fees paid and copies kept in the school's financial records

Variations

No member of staff is authorised to vary the terms and conditions under which the school premises are hired to either individuals or organisations nor deviate from the Governors' published Lettings Policy.

The Finance Officer is responsible for the administration of Lettings.

Decision Tree



Copy to be attached to application form

Booking Procedures

1. Applicants should fill in an application / booking form and return to the main school office.
2. The person signing the application form (then known as “the Hirer”) is responsible for all aspects of the let.
3. By signing the application form, the person signing is acknowledging and agreeing to adhere to all aspects and conditions of our school’s lettings policy.
4. A signed application does not guarantee the booking will be granted.
5. Where the application for a let is accepted, the applicant will be sent a letter provisionally confirming the let and an invoice to cover the cost of the let and any additional returnable deposit required.
6. The hirer should then pay the booking invoice, in full, 28 days prior to the date of the let and ensure that they receive a receipt of payment. This will then confirm the booking agreement. Any returnable deposit required (i.e. for special functions) must be paid immediately within 72 hours of the date the booking form was sent. Failure to pay the invoice and returnable deposit (where required) will result in the application for the let becoming void.
7. Where deposits are paid, the hirer must ensure that he/she meets the representative of the Governing Body (usually the Key Holder) and signs for the conditions of the building on arrival. At the end of the hire period, the hirer is responsible for agreeing and collecting the Key Holder’s Certificate (where applicable).
8. Where applicable, the Key Holder’s Certificate should be presented to school at the main office, within 48 hours (72 hours if the let takes place at the weekend) after the let in order to claim back any refund. Failure to do so will mean that the deposit is not returnable.
9. The hirer should show proof of adequate insurance to the school prior to the let (a photocopy will be taken for the records).
10. Any requests for amendments to the booking must take place at least 14 days prior to the date of the let. Where amendments are agreed, an additional administration charge of £2.00 will be payable. The hirer must not presume that any amendment will automatically be agreed. Confirmation of any amendments will be sent to the hirer in writing.

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 premise by the end of the booked period.
3. Availability of premise is negotiable. Please contact the school to find out the current hours of access.

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. 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 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. 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 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 Procedure

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

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

1. A representative of the Governing Body will verbally raise the concern with the named Hirer.
2. The situation will be monitored for two sessions to allow the issues to be addressed.
3. 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.
4. 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 I, as the Hirer, have a complaint about my let or booking agreement?

If you as the Hirer, have a complaint or concern regarding your let, the following procedures should be followed:-

1. Talk to the named representative of the Governing Body and discuss the problem. Allow 5 working days for the situation to be resolved.
2. If still unresolved, the Hirer should notify the Governing Body through the Head Teacher in writing and allow 5 working days for the situation to be resolved.

3. If still unresolved, the matter will be placed on the agenda of the next appropriate committee meeting of the Governing Body. (If the concern needs urgent attention, a special meeting of this group will be convened.)
4. 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?

1. If the school receive a complaint from a third part the Governing Body will be notified of the complaint.
2. The matter will be investigates by a representative of the Governing Body and a written response will be sent to the complainant within 10 working days.
3. 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.

APPENDIX 1

APPLICATION FORM FOR LETTINGS AT SUTTON BENDER CE AIDED PRIMARY SCHOOL

Particulars of Organisation/Club

Name of Organisation.....

Name and Address of Hirer.....

.....

Phone no: daytime:.....evening.....

Facilities required.....

Purpose of use.....

Day(s).....Date(s).....

Time(s) of use: from..... to.....

Heating required (in period 16th March to 30th September).....Yes / No.....

Equipment/apparatus etc. required.....

Other requirements.....

Other information.....

I agree to the terms and conditions of hiring as submitted to me and will pay the sum due:

- (a) (for one letting) on receipt of your consent in writing
- (b) (for a series of lettings) on receipt of your invoice

Date.....

Signature.....

CONSENT

Your application for the hiring of accommodation/facilities has been approved /rejected by the Governors.
If it has been rejected a letter of explanation is attached.

The charge is £.....

Signed..... Name(print).....Date.....
on behalf of the Governors

To the Governing Body of Sutton Benger Primary School

I _____ (please print)

of _____ Organisation

being over the age of 18 years, hereby apply for permission for the above stated Organisation to use the school premises as stated overleaf. I understand that if permission is granted, it will be subject to all conditions of usage within the school’s letting policy. I have read this lettings policy and understand that the permission to use the school premises will only be effective provided the conditions and regulations stated in the school’s letting policy are adhered to.

I, on behalf of my Organisation, hereby agree to follow all conditions of the school’s letting policy should permission be granted to use the school premises.

I, on behalf of my Organisation, agree to indemnify and keep indemnified the Governing Body and Council from and against all loss, damage, costs, claims, demands, expenses or charges which the Governing Body or Council may sustain or incur in respect of any matter arising out the use of the school premises or the conditions relating thereto insofar as the same are not covered by any policy of insurance effected by the Governing Body or Council

I understand it is my responsibility, on behalf of my organisation, to ensure that any area of accommodation used in the course of the letting is left in the condition in which it is found. I must also ensure that my organisation leave the premises at the time stated on the Permit.

Signature of Applicant (Mr,Ms, Mrs) _____

Occupation _____

Address _____

Telephone No. (if any) Home _____ Work _____

Date _____

APPENDIX 2

TERMS AND CONDITIONS OF LETTING.

A. General

1. Educational and other statutory requirements take precedence over any other use.
2. Premises are let as they normally stand, and no alterations or additions shall be made to lighting, heating or any furniture and fittings without the consent of the Governors or the person to whom the control of lettings has been delegated.
3. Stage lighting shall not normally be used unless special consent is given and a competent operator is provided. Governors may wish to make a separate charge for this use.
4. All lettings between October 1st and March 15th will be charged at the winter rate and those between March 16th and September 30th will be charged at the summer rate. Any requirement for heating during the summer period should be indicated on the application form and the appropriate charge will be payable as if for a winter letting.
5. All passageways, stairs and exits to which the public has access shall at all times be kept free from obstruction.
6. Posters and placards will not normally be permitted on the premises except by prior consent of the Governors or the person to whom the control of lettings has been delegated.
7. No bolts, screws, nails or tacks or any adhesive fastenings shall be used to fix anything to the wall or for any other purpose.
8. No article of any inflammable or explosive character or any article producing an offensive smell or any oil, electric, gas or other engine shall be brought into the accommodation.
9. Smoking is not permitted.
10. The hirer shall be responsible for the maintenance of good order and behaviour during the letting. No intoxicating liquor shall be sold supplied or consumed on the premises without the previous consent of the Governors or the person to whom the control of lettings has been delegated, and, if appropriate, the Licensing Authority.
11. Attention is directed to the Childrens' and Young Persons Act 1933 Section 12 (1), which provides that when the number of children attending an entertainment exceeds one hundred, it should be the duty of the person providing the entertainment to provide an effective corps of properly instructed stewards to see that the number of the children attending does not exceed the proper capacity of the building, and to take all other reasonable precautions for the safety of the children.
12. Hirers are still liable for the cost of the letting if a booking is cancelled after 9.30 a.m. on the day of the letting or, for a weekend letting, after 2.00 p.m. on the Friday preceding the weekend of the letting.
13. Consent to the use of the grounds may be withheld if the Governors consider the condition of the grounds are such that additional use may result in the inability of the school to provide sufficient playing space to provide for curricular use in accordance with the Standards for School Premises Regulations.
14. Floors of Assembly Halls, Sports Halls, Drama Halls and Gyms are used for pupils' physical education and no substance is to be applied to the floors to prepare them for dancing.
15. No footwear liable to damage floors and floor coverings should be worn in the school buildings.

16. If a piano is hired, the only one to be used is that indicated by the Governors or the person to whom the control of lettings is delegated.
17. Dogs, other than guide dogs for the blind, shall not be allowed on school premises.
18. No person under the age of 16 years is permitted on the premises without adequate adult care and supervision.
19. 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.

B. Safeguarding and Child Protection

The hirer should have clear safeguarding and child protection policies and procedures in place which comply with current Government guidance from the Department of Education (DfE).

The hirer will liaise with the school in the event of any concerns arising about safeguarding children or child protection.

C. Fire and Safety Precautions

1. The hirer should be aware of the position of telephones, escape routes, fire alarms, firefighting equipment, and the arrangements for emergency assembly areas. Organisers of any activity must also ensure that, as far as possible, an accurate list of those present is available as a roll call in case of fire.
2. Before using the premises hirers are responsible for checking, and Head and Governors for ensuring, that:
 - Escape routes are unlocked and unobstructed internally and externally and that all doors are easily and immediately operable from the inside
 - Safety lighting is working satisfactorily
 - Seating and gangways are arranged in accordance with safety rules
 - Firefighting equipment is available for immediate use
 - The maximum permitted number to be admitted is not exceeded
 - The hirer is familiar with the layout of the building
3. In the event of a fire the person in charge of the hired premises is responsible for the calling of the Fire Brigade when the alarm sounds.
4. If there is a fire, or the fire alarm sounds, everyone should leave the building ensuring that all doors are closed after they have been passed through. All persons should go to the designated assembly area where a check on those present should be carried out – either by using the list of attendees or by individual enquiry.
5. If anyone is missing, an organised search should be initiated. The Officer in charge of the Fire Brigade should be met immediately on arrival and informed of the position. With the exception of those carrying out an organised search for missing persons, no one should be allowed to re-enter the building until authorised by the Senior Fire Brigade Officer present. No search should be undertaken if fire has taken hold of the area concerned. This should be left to the Fire Brigade.
6. There may be an opportunity to use the nearest fire extinguisher or hose reel to attack the fire or to keep it localised. Care should be taken to ensure that the type of fire extinguisher is appropriate for the fire involved. However, firefighting is always secondary to safety of life.

7. After the letting the responsible person, whether the Key Holder or another authorised person, will check there are no apparent fire risks. At the end of the letting hirers should therefore ensure that all electrical appliances, gas and water taps are turned off, and that isolating switches, where installed, are off. Doors and windows should be closed and any special fire instructions adhered to. Should it be necessary to leave a kiln on for firing, the responsible person must be told and appropriate arrangements made for emptying the kiln in due course.

D. Damage to Property

1. The Hirer shall repay to the Governors any additional costs, whether for staff or premises, resulting from the misuse and/or damage of the premises and/or grounds resulting from their use by the hirer before, during or after the period of hire if in relation to or because of the hiring.
2. The costs of reinstating grounds or reinstating or replacing any part of the premises or any property in or on the premises and grounds which shall be damaged, destroyed, stolen or removed will be certified by a member of the Royal Institute of Chartered Surveyors whose certificate shall be conclusive.

E. Indemnity

1. Hirers shall indemnify the Governors against all claims, demands, actions or proceedings in respect of goods or clothing or of the death or injury of any person which shall occur during, before or after the period of hire if in relation to or by reason of the hiring. Provided always that this indemnity shall not apply in the event of any negligence on the part of the Governors or Local Education Authority, their agents or employees, or any defects in the premises or of an act of God or the Queen's enemies.
2. The hirer shall obtain insurance against its legal liabilities to third parties, with a limit of indemnity of at least £1 million.
3. Premises shall not be used for any unlawful purpose and there shall be deemed to be implied on the part of the hirer an undertaking with the Governors strictly to observe all statutory provisions and regulations imposed by the Justices of the Peace applicable to any letting, and to indemnify the Governors and the Local Education Authority, their agents and employees from all penalties, damages and costs which they may incur in consequence of a breach or default in complying with such provisions.
4. The hirer shall indemnify the Governors against all claims, demands actions or proceedings arising out of the infringement of copyright, etc during the period of hire.
5. The hirer shall be responsible for ensuring that appropriate licensing requirements are met in respect of a letting at which charges are made for admission and musical works are to be performed vocally, instrumentally or mechanically (see below).

F. Right of Entry

1. The Head, Governors, Chief Education Officer and persons authorised by them, shall have free access to the hired premises in the pursuance of their duties and instructions must be given by the hirer for their admission.

G. Failure to Observe Conditions

1. If the hirer shall fail to observe or ensure the observance by others of the provisions of these Terms and Conditions and any Notes attached to them, the Governors may without notice end the hirer's rights under the agreement, and effect the immediate vacation of the premises and/or grounds.
2. Such a termination shall not release the hirer from any of the obligations under the agreement or affect any right which the Governors may have under the agreement or otherwise and the Governors shall be entitled to retain any money paid as a deposit and to sue for any balance outstanding.

H. Responsibility for Property

1. The Governors shall not be responsible for goods, materials, clothing, etc., brought into or left in the building by the hirer or persons acting on his behalf.
2. Cars are parked on the school premises at the owners' risk.

I. Statutory Requirements

1. Public music, singing and dancing can only take place in premises that have a Music, Singing and Dancing Licence. Public performances are defined as those to which members of the general public have free access, normally on payment of an entrance fee. Hirers must ensure they obtain such a licence if necessary and that they observe the conditions therein. Amongst other things there will be conditions limiting the hours during which such performances can take place and on the maximum number of persons who can be present in the licensed accommodation.
2. Public performances of stage plays, etc., can only take place in premises that have a Stage Play Licence. Hirers should ascertain whether the premises concerned have such a licence and what its conditions are, particularly in respect of maximum size of audience and seating arrangements.
3. Intoxicating liquor cannot be sold on the premises unless the hirer or person providing the bar facilities has obtained a licence from the Justices of the Peace. Such a licence must be shown to the Governors representative – normally the Key Holder or other responsible person- before the letting starts. The bar must be placed where young persons under the age of 18 cannot normally gain access. Should such access occur, all liability for any consequences of whatever sort shall be with the hirers.

Appendix 3

Lettings Policy Charge Sheet for 2019

Charges from September 2018

- School Hall - £6 per hour
- Classroom - £3 per hour
- Winter heating charge - £5 per booking

Appendix 4

Booking Procedures Checklist

1. Issue application, Terms and Conditions of Letting Lettings Policy and Booking Procedures to the potential Hirer.
2. Receive completed application form (mark date of receipt).
3. Assess suitability of applicant.
4. Check availability of premises.
5. Check availability of Key Holder.
6. Book let into diary with hirer's contact number.
7. Send permit and invoice for booking.
8. Receipt of deposit / payment in full.
9. Send receipt of payment to the hirer.
10. Receive any outstanding payment (where in two stages).
11. Confirm booking in diary, with Key Holder and staff (where appropriate).
12. Send receipt to hirer and confirmation of booking.

LETTINGS INVOICE

Date

Dear

With reference to your application to let school premise dated _____ we are pleased to inform you that permission has been given to use the accommodation/facilities at our school, details as stated below. This permission is dependent on;

1. all regulations and conditions stated in our School Letting Policy being met
2. the receipt of payment of any deposit required within _____ days of the date of this invoice, and
3. the cost of your let (as stated below), being paid within _____ days of the date of this invoice.

ACCOMMODATION REQUIRED	TIME FROM TO	DATES	TOTAL HOURS	COST PER HOUR	TOTAL COST
DISCOUNT WHERE APPLICABLE					
RETURNABLE DEPOSIT					
TOTAL COST					

Yours sincerely

All cheques should be made payable to Sutton Bengfer Primary School and returned to the school at the address shown above.

REMINDER RE: LETTINGS INVOICE

Dear

We note from our records that the balance of payment for the above letting is now due.

Please pay, by _____(date) the sum of £_____which is the balance now due.

Cheques should be made payable to Sutton Benger Primary School and returned to the school at the address as show above.

*We would also like to remind you that a deposit of £_____ is also due for payment now.

Failure to pay the amount due by _____(date) will mean that your booking to let part of the school premise will NOT be able to go ahead.

We thank you for your co-operation.

Yours sincerely,

On behalf of the School.

(*delete as appropriate)

CONFIRMATION OF BOOKING TO LET SCHOOL PREMISES

Dear

This is to certify confirmation of your booking to let the school premises as detailed in the Letting Invoice dated _____ which was previously sent to you.

Please find enclosed a receipt for payment covering the cost of this let.

We hope you will find our premises a satisfactory venue for your let and will consider using us again in the future.

Yours sincerely,

On behalf of the school.

HIRER'S AGREEMENT WITH KEY HOLDER
(Key Holder's Certificate)

This agreement must be signed by both the Hirer (or Agent) and the Key Holder.
This agreement calls for the Hirer (or Agent) and Key Holder to check the condition of the area and facilities covered by the Hirer's booking at the beginning and end of the letting.

This agreement also covers any time which is spent by the Key Holder on duty beyond that of the Hirer's booking.

We have agreed that the condition of the area is acceptable on taking charge of the hired area.

HIRER Signature :

KEY HOLDER : Signature :

Date :

Time :

We have agreed that the condition *is/is not acceptable compared to that on taking charge of the hired area.

**We are agreed that the Key Holder
*was/was not/will be required to spend extra time on duty.**

Estimated time required :

but should the time exceed this, the Hirer will be advised at the earliest possible opportunity.

HIRER Signature :

KEY HOLDER Signature :

Date :

Time :

(* Please delete as necessary)