



Lettings Policy

Adopted by the governing Board : Feb 2015

Reviewed: March 2021

Introduction

The Governing Board regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Board is to support the school in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind. The school's delegated budget (which is provided for the education of its pupils) will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the actual cost to the school of any use of the premises by an outside organisation must be reimbursed to the school's budget.

Definition of a Letting

A letting may be defined as "any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as a before and after school provider)". A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Board meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

Charges for a Letting

The Governing Board is responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) - including "on-costs";
- Cost of administration;
- Cost of "wear and tear";
- Cost of use of school equipment (if applicable);
- Profit element (if appropriate).

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations involved.

When a BMBC organisation require a Let, charges should only be made to cover the costs: electricity, gas, water and administration. A substantial profit should not be made when BMBC are using the school's facilities.

The specific charge levied will be reviewed annually, during the spring term, by the Resources Committee for implementation from the beginning of the next financial year, with effect from 1 April of that year. Current charges will be provided in advance of any letting being agreed.

VAT

In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances). VAT Regulations state that for a series of ten or more lettings to be exempt from VAT, the following conditions should be satisfied:

- Each period is in respect of the same activity carried on at the same place;
- The interval between each period is not less than one day and not more than fourteen days;
- The charge is payable by reference to the whole series and is evidenced by written agreement;
- The facilities are letting to a school, club, association or an organisation representing affiliated clubs or constituent association.

When letting the general purpose school hall for a sporting activity it will be exempt from VAT. On the letting of sports facilities for sports, the VAT exemption does not apply to commercial organisations.

Management and Administration of Lettings

The Headteacher is responsible for the management of lettings, in accordance with the Governing Board's policy. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process. The Headteacher will consult with the Chair of the Resources Committee, who is empowered to determine the issue on behalf of the Governing Board.

The Administrative Process

Organisations seeking to hire the school premises should complete the application for Hire (**Appendix A**) and return this to the School Business Manager who will identify their requirements and clarify the facilities available. The Governing Board has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed. Once a letting has been approved, a letter of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement (**Appendix B**). The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting in accordance with the Governing Board's current scale of charges. (Schools may wish to seek payment in advance in order to reduce any possible bad debts.)

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure. All lettings fees which are received by the school will be paid into the school's individual bank account, in order to offset the costs of services, staffing etc. (which are funded from the school's delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved.

TERMS AND CONDITIONS FOR THE HIRE OF THE SCHOOL PREMISES

All terms and conditions set out below must be adhered to. The “Hirer” shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

Status of the Hirer

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

Persons may have to undergo, at the discretion of the Governing Board, a criminal record check via the DBS. If a particular letting involves contact with the school's pupils, all personnel involved must be checked against List 99 and undergo a DBS check, in accordance with DCSF guidance. These checks must be made by prior arrangement with the Headteacher, with at least half a term's notice in advance to ensure that the checks can be carried out in time.

Any adults working with the school's pupils (for example, at an after school sports club) must be appropriately qualified. Sports coaches must follow the LA's guidelines for working in schools.

Priority of Use

The Headteacher will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

Attendance

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.

Behaviour

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

Public Safety

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the Hirer must adhere to the correct adult/pupil ratios at all times.

Own Risk

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

Damage, Loss or Injury

The Hirer warrants to the Governing Board that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired

premises, arising out of the letting. The minimum limit for this insurance cover is £2 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

Insurance for One-off Lettings

Individuals should be asked whether they have any contents insurance and if so, to check whether it will cover their personal liability for the purposes of the let. If covered, they must provide appropriate evidence (confirmation from the insurers that the event is covered and the policy is in force on the relevant date). The minimum acceptable limit of liability should be £2m.

Neither the school, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

School Equipment

This can only be used if requested on the initial application form, and if its use is approved by the Headteacher. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

Electrical Equipment

Any electrical equipment brought by the Hirer onto the school site **MUST** comply with the LA code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the LA. The intention to use any electrical equipment must be notified on the application.

Car Parking Facilities

Subject to availability, these may be used by the Hirer and other adults involved in the letting.

Toilet Facilities

Access to the school's toilet facilities is included as part of the hire arrangements.

First Aid Facilities

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the schools resources is not available.

Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of the Governing Board, in line with current food hygiene regulations. All litter must be placed in the bins provided.

Intoxicating Liquor and Smoking

No intoxicants shall be brought on to or consumed on the premises.

The whole of the school premises is a non-smoking area, and smoking is not permitted.

Copyright or Performing Rights

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Local Authority against all sums of money which the LA may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

Sub-letting

The Hirer shall not sub-let the premises to another person.

Charges

Hire charges are reviewed annually and the current charge is set out in the Charging Rates (See Appendix A)

Variation of Scales of Charges and Cancellations

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Governing Board on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days notice either way is given. It is the Hirer's responsibility to notify parents in writing (where appropriate) of any changes in dates or venues at least a week in advance.

Security

The Governors will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after it's use, unless prior arrangements have been agreed with the Governing Board . This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Governing Board of the school.

Right of Access

The Governing Board reserves the right of access to the premises during any letting. The Headteacher or members of the Governing Board from Finance and Buildings Committee may monitor activities from time to time.

Conclusion of the Letting

The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged.

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. In the event of an emergency, occupants must leave the school by the nearest exit and assemble on the playgrounds. The Hirer must have immediate access to participants' emergency contact details, and may use the telephone in the school office in the event of an emergency. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

Promotional Literature/Newsletters

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Head teacher a week prior to distribution by the Hirer.

APPLICATION FOR HIRE

Name of person or organisation wishing to hire school facilities at:

Facilities required: _____

Purpose of use: _____

Anticipated attendance
(Nos. of persons) _____

DATE _____ between _____ am/pm and _____ am/pm

Declaration

I/We have read the School's General Conditions for the use and hire of facilities and agree to be bound by them if this application for hire is accepted by the School's Governing Board.

Hirer's Name _____

Position* _____

Tel Nos. Daytime _____ Evening _____

Hirer's Signature
(must be 18 years+) _____

Date _____

On receipt of completed applications, the School will inform the prospective Hirer of the hire costs involved.

THIS BOOKING WILL NOT BE CONFIRMED UNTIL THIS FORM AND THE INDEMNITY FORM ARE COMPLETED FULLY AND RETURNED TO THE SCHOOL.

Please send completed forms to:

Miss Nuz Khan
School Business Manager
Hardy Mill Primary School or by email: khann@hardymill.bolton.sch.uk
Hardy Mill Road
Bolton BL2 4EF

INDEMNITY FORM

I have read the School's General Conditions for the use and hire of facilities at:

and in consideration of your allowing us the use of the above named facility and of all necessary accessories on:

DATE _____ between _____ am/pm and _____ am/pm

I/We hereby agree to indemnify you except in the case of accident, loss or damage caused by the negligent act or default of the Governing Board insofar as this cannot be required under the provisions of the Unfair Contract Terms Act 1977, from and against all actions, proceedings, damages, expenses, costs, claims and demands by any person or persons using, visiting or frequenting any part of the said facilities used by me/us during the above stated date/time for and in respect of any loss of property or damage or injury to person or property howsoever arising out of the use of the said facility by me/us.

Hirer's Name _____

Name of Organisation* _____

Position* _____

Hirer's Address

Hirer's Signature
 (must be 18 years+) _____

Date _____

Witness' Name _____

Witness' Address

Witness' Signature _____

Definitions

In these regulations:

"Facility": any part of the school site.

"Governing Board": means the Governing Board of the School.

"Hirer": means the person signing the Application Form for the hire of accommodation and/or facilities in the school. Where a promoting organisation is named in the Application for Hire that organisation shall also be considered the Hirer and shall be jointly and severally liable thereon with the person who signs the form.

"School": means the School.

General Conditions

1. The charge for hiring the facility shall be according to the scale of charges set by Governing Board.
2. The Hirer shall indemnify the Council against any claim for or in respect of accident to loss of or damage sustained by any person or property on the School premises during such time as the School premises are in use by the Hirer, except in the case of accident, loss or damage caused by the negligent act or fault of the servant of the Governing Board acting as such or insofar as this cannot be required under the provisions of the Unfair Contract Terms 1977.

Signing the indemnity form is a condition of hire and no access to facilities is permitted until an indemnity form has been signed by the Hirer.

N.B. Indemnity means protection or insurance against injury, loss or damage. By signing this form you will be agreeing to compensate the Council for any injury, loss or damage suffered as a result of your actions. **You must therefore take out public liability insurance in connection with the hiring.**

3. Any damage done to the premises, fittings, fixture, toilets, accessories, or any other property of the School during the time it is used by the Hirer and not arising from the act or default of the servant of the Governing Board or a servant thereof shall be made good at the expense of the Hirer. Such damage must be reported to the Site Manager before leaving the premises.
4. The Governing Board reserve the right at all times to refuse or restrict entry to the School or any part of it. It also reserves the right to specify on what days and at what times entry to the School and the use of its facilities and equipment will be available, to declare facilities or equipment unfit for use and to decide opening and closing times of the School and each facility within it. The Governing Board further reserve the right to evict from the School any person refusing to comply with the Regulations, misbehaving themselves or in any way causing danger or annoyance to other persons.
5. The Hirer shall not use the facilities for any purpose other than that specified in this agreement.
6. The Hirer shall not sublet or allow other persons to use the facilities hired.
7. The Hirer acknowledges that the Governing Board through the Caretaker or any other authorised officer to enter upon the School and/or activity area at any time during the period of hiring and cancel the hiring forthwith in the event of the breach of any of the conditions written here or if they are of the opinion that the hiring is likely to be or is of an objectionable or undesirable character and may return any booking fee paid by the Hirer but in that event the Governing Board shall not be liable to pay any compensation to any person in respect of the cancellation.
8. The Hirer is responsible for maintaining acceptable standards of behaviour and noise levels both inside and in the immediate vicinity of the facility being used.
9. The Hirer must not place any advertisement in breach of any Act or other Statutory Regulation of Parliament or these Regulations. All posters and handbills advertising functions in the School

must be of good standard and be approved by the School given in writing beforehand before being exhibited or distributed.

10. The Hirer must comply at all times from the time of signing the application form to the end of the period of hire with all statutory and other legal requirements and must not do or suffer any act to be done which may be or is illegal or unlawful.
11. Control of admission to an activity is the Hirer's responsibility throughout the period of hire. The Hirer must ensure adequate supervision to avoid disturbance.
12. The figures quoted by the Fire Officer for attendance at the School must not be exceeded.
13. The Hirer must ensure the presence of suitable persons to carry out proper supervision for all elements of safety.
14. The Hirer shall not during the period of hiring unless expressly authorised:
 - bring any food or drink or any dangerous or obnoxious substance into the School premises.
 - bring or permit to remain in the premises any dog, except for Guide Dogs for the Blind or Hearing Dogs for the Deaf, or other animal.
 - sell or supply to other persons any goods of any description whatsoever.
 - permit gaming or any unlawful act to take place during the period of hire.
15. The Hirer will ensure that the accommodation and equipment used are left in a clean, tidy and orderly condition at the end of the period of use.
16. The Hirer must be satisfied that the facility and associated equipment is in good order prior to the commencement of any activity. Should there be cause for concern, it should be brought to the attention of the Site Manager or equivalent.

Exits & Gangways

17. The Hirer shall ensure that all fire exit doors and gangways shall be kept free at all times of any impediment or blockage by chairs, tables or any other equipment.

Times

18. The activity for which any part of the School is hired shall commence and end at such times as may have been agreed beforehand. The proposed times of commencement and ending shall be stated in the application form and are to include preparation and clearing time.

Parking of Vehicles

19. Under no circumstances will the Governing Board accept any responsibility for the loss or damage to any vehicle or any article left there which may be brought or left within the precincts of the School. Vehicles may only be left in authorised areas and must not block fire exits, cause obstruction or impinge upon the safety of others.

Alterations, Fittings and Decorations

20. No alterations or additions shall be made by the Hirer to the lighting, heating, seating, gangways, fittings, fixtures or other arrangements in the School nor shall they provide any decorations, flags, emblems or posters without the consent of the School given in writing

beforehand. No electrical wiring or electrical equipment or fastenings will be permitted to be fixed to any part of the building. The Hirer must not bring into the School any furniture, fittings, temporary erection, plant or equipment, except with the prior written consent of the Governing Board.

Broadcasting

21. The Hirer must not transmit or broadcast or permit to be transmitted a broadcast by telegraph, telephone, radio or any other means, any function except with the previous consent of the Governing Board given in writing beforehand.
22. If arrangements are to be made for broadcasting, relaying or televising any function, the consent of the Governing Board must first be obtained, and the School reserves the right to take part in any negotiations, to be a party to the terms and conditions of any agreement reached, and to share in any income and publicity derived.

Photography

23. No photographs or cinematograph film may be taken in the School for commercial purposes or press or public reproduction without the consent of the Governing Board given in writing beforehand.

Copyright

24. The Hirer shall indemnify the Governing Board against all claims, demand actions and proceedings in respect of any infringement of copyright or as a result of any unauthorised performance or by the use of record apparatus or contrivance at the School by themselves or their agents.

Cinematograph Exhibitions

25. In the event of the Hirer using any gramophone records, tape recordings and other equipment at the function, the Hirer shall be responsible for the payment of any fees which may hereby become due to Phonographic Performance Limited and the Performing Rights Society Limited or any other persons, and shall indemnify the Governing Board against any claim and liability arising thereon.
26. No cinematograph exhibitions shall be given in the School without the consent of the Governing Board given in writing beforehand and any such exhibition, if approved, will be subject to the provision of the Cinematograph Acts 1909 and 1952. The Hirer shall indemnify the School in all respects in the event of a claim being made against the Governing Board with any contravention.

Termination

27. Upon any breach of these conditions by the Hirer, the School may terminate the hiring forthwith both as to the hiring on the occasion of the said breach and as to any further hirings by the same Hirer, and if the period of hiring has not expired on the breach, the Hirer shall be liable to pay the School the full amount payable under these conditions.

Bookings

28. Bookings may be provisionally accepted by telephone **but only after appropriate and valid insurance documentation is received and checked by the School will the letting be confirmed in writing.** Hirers failing to take up such bookings will be required to pay any such cancellation charges as determined by the Governing Board.

29. The Governing Board reserve the right to alter charges, availability of facilities and to cancel bookings without notice.