

St. Michael at Bowes
Church of England
Junior School



Lettings Policy

Date: May 2022



ST MICHAEL AT BOWES

JUNIOR SCHOOL

An inclusive Christian community building on firm foundations for successful lives.'

LETTINGS POLICY

1. Introduction

1. The Governing Body of St Michael at Bowes Junior School adopted this lettings Policy and the table of charges set out below at its meeting in April 2019.
2. The Governing Body of St Michael at Bowes Junior School (hereafter referred to as 'the Governing Body') believe that education is the prime purpose of the school. However, we are keen to see the school and its facilities are of benefit to the whole community.
3. As such, it is the desire of the Governing Body that these facilities are made available to local groups, provided that this does not conflict with the work of the school, the interests of its pupils or the wellbeing and workload of its staff and not create a statutory nuisance.
4. The Governing Body recognises and supports the following principles:
 - a) The school premises represent a significant capital investment and should be fully utilised;
 - b) The school premises are a valuable community resource;
 - c) Use of the school premises for educational purposes should be given priority when lettings are considered;
 - d) Making a profit from private or commercial lettings is desirable, but is not the primary objective when letting for educational activities.

2. Overview

This document details the lettings policy and procedures of the school, available facilities and the roles of both the Governing Body and users of school facilities (hereafter referred to as 'the Hirer'). It also sets out the current scale of charges.

The use of the school premises at all times outside the school day is under the control of the Governing Body (Education Act 1986 – Section 42, No.2)

Having regard to our duty under the Race Relations Act 1976 (but without prejudice to our duties under the Representation of the People Act 1983) 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.

The final decision on compliance lies with the Governing Body.

3. Policy

It is the intention of the Governing Body that:

- a) Private functions at weekends will finish at 11pm, for all lets, and will be limited to a maximum of 10 per year. Only accompanied family based functions will be accepted, e.g. children's birthday parties or wedding anniversaries, and in order to comply with LBE policy no more than 10 per year.
- b) Car boot sales will be limited to a maximum of 8 per year. They will be permitted to take place on Saturdays between March and October from 7.30am to 1pm, weather permitting.
- c) School facilities will not be let for weekly Saturday and Sunday Football league games.
- d) The lettings calendar will be managed such that lettings will be required to finish at or before 8pm on three nights weekly and at or before 9pm on the remaining two nights.

From Monday to Friday, school facilities may be let for community use for extra-curricular sports, recreation and teaching purposes.

In deciding whether or not to let the premises, the school will consider the likelihood of damage or nuisance that may be caused, or arise at any time, as a result of the letting.

4. Responsibilities

The responsibilities of the school and the Hirer on entering into a letting agreement are laid out below.

Responsibilities of the School

The school will:

- Identify an appropriate room/area, ensuring that it 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 including Health and Safety, Child Protection, Accident/Incident Reporting and Equal Opportunities
- Consider all applications providing that Hirers adhere to and are able to comply fully with the terms and conditions set out in this policy and any documents referred to herein.

Responsibilities of the Hirer/Service Provider

Activities

- Where the Hirer is a Service Provider, all services must be appropriately planned and delivered a minimum of 4 weeks in advance of the Head Teacher or School Office Manager.
- Appropriate resources must be provided. Where school resources are to be used, adequate notice must be given, and 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).
- If any activity involves a trip off school premises, a Service Provider must follow the Local Authority's guidelines.
- Premises should be left in the condition in which they are provided.

Staffing

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

Pastoral Issues in Relation to Children

- In any situation where a Service Provider becomes aware of an issue which concerns a child's safety or well-being in relation to Child Protection issues, the Service Provider shall inform the Head Teacher if the activity is taking place during school hours or the borough Emergency Duty Team if outside these times.
- Staff must be aware that they cannot offer guaranteed or unconditional confidentiality. If a child discloses any information relating to their own safety or that of any other young person, the Head teacher must be informed immediately.

Insurance

- Hirer is responsible for indemnifying against injury to their staff and participants, loss and damage to any property occurring as a result of these activities. The school will not be responsible for insurance.

Environment

- St Michael at Bowes School enjoys a special relationship with its neighbours. All Hirers and visitors are expected and required to have due regard to the entitlement of neighbours to the enjoyment of privacy and quiet.

5. 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 all regulations set out in the Children Act 1989, including those of registration with the relevant registering body.

Licences. Where necessary, any licenses required for public dancing, entertainment, or music must be strictly adhered to. It is the duty of the Hirer to ensure they understand and are able to comply with all such regulations and requirements.

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. 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 Governing Body, in writing 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 written permission has been applied for and received from the Governing Body. Alcohol may not be sold unless a magistrate's licence has been applied for, granted and shown in advance to the Governing Body. 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.

White Boards. Interactive white boards in other classrooms 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 Governing Body.

Alterations. No alterations to the premises may be erected without the written permission of the Governing Body. 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. Any movement of furniture must be undertaken by the Hirer under the direction of the Site Manager. No furniture or apparatus is to be used without prior permission.

End of let. All lets must end at the designated time and 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 let.

Health and Safety. The Hirer will comply with all Health and Safety requirements mandated by the school.

Public liability Insurance. The Hirer must take out Public Liability Insurance cover. (See Section D – Insurance on the application form.)

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 by the time stated in the letting agreement. The hirer shall be liable for any costs incurred by St Michael at Bowes 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 at the start of the event.

Attendance at the event. Only personal guests or members of the private organisation hiring the school facilities may 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 a maximum of 120 people at any function.

Litter. No confetti or rice is to be thrown on the premises.

Smoking. Smoking is not permitted within any of the school buildings and grounds, in accordance with the Statutory Instrument 2006 No. 3368. The Smoke-free (Premises and Enforcement) Regulations 2006, which can into force in England from the 1st July 2007.

Stiletto heels. No stiletto heels or similar objects are permitted in the hall area.

Car parking. Where car parking is required, the Hirer must undertake the proper stewarding and control of the parking area in collaboration with the police where necessary. The Hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles.

Kitchen. Only adults preparing food are permitted access to the kitchen where kitchen facilities are included in the facilities let. Kitchen regulations must be adhered to at all times. It is the responsibility of the Hirer to ensure that the kitchen certificate is signed at the beginning and end of the let (if appropriate).

Additional costs. It is the responsibility of the Hirer to ensure 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 Governing Body 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 appointed by the Governing Body) to be admitted to any function to ensure compliance with the conditions of the let.

Gifts. 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.

Dogs. No dogs shall be permitted to school premises (except registered guide dogs).

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

6. Cancellation

Cancellation by the Hirer

The Governing Body must be notified of any cancellation at the earliest possible opportunity.

Where notification has been received at least 4 weeks prior to the date of the let, the letting fee will be refunded in full apart from a set administration charge of £10.00 which will be retained to cover administrative costs.

Where notification has been received between 2 and 4 weeks prior to the date of the let, 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 let, no refund will be given.

Cancellation by the School.

The Governing Body 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 has been broken by the Hirer, or any person organising any function or event.
- Any conditions 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 any way;

- Any damage has been caused to the premises;
- Any breach of licensing conditions occur.

*The Governing Body 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 in paragraph above*) any fees paid in respect of the letting will be refunded. The Governing Body 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.

Please Note:

- The above conditions apply for cancellation of all part of a letting.
- Where the Hirer makes a permanent cancellation during the course of a letting agreement, the Governing Body 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.

7. Administration of Lettings.

General. The Governing Body 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 Head Teacher and School Office Manager.**

Application. All formal hiring of the school premises, including those for which a charge is made, must be properly documented. Thus, applications for premises lettings will only be considered on presentation of a completed application form to the school office. 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 fees will be set at a level to ensure that the income taken covers the costs (lighting, heating, staffing, waste disposal charges, cleaning etc.) of the activity.

Note: The Parent Teacher Association PTA of St Michael at Bowes School will be exempt from any charge in respect of fundraising activities, or social

events benefiting pupils and/or their families. PTA and in-school events will be given precedence over any external lettings.

Payment. The letting invoice should be paid, in full, 28 days prior to the date of the letting and 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 Governing Body reserves the right to require a deposit over and above the hiring 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 date the booking form was submitted. Failure to pay the deposit within this time will result in the letting becoming void. (The standard damages deposit will be £75.00 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 Governors are required by law to apply Value Added Tax (VAT) to all transactions where this is appropriate.

Minimum Charges. The minimum hire period will be two (2) hours.

Payment Methods. The Governing Body is required to protect the school from bad debt. Accordingly, payment is required at the time of booking. Cheques or cash are both acceptable, but cheques should be supported by a guarantee card up to the value of the hire. An official receipt will be issued for all payments.

Extension of Credit. The Governing Body may grant credit to bona fide local organisations and individuals where they are satisfied that these are creditworthy. In all cases, the Governing Body reserves the right to withdraw credit facilities at any time. Where credit is extended an official school invoice will be issued at the time of booking. The Governing Body will not normally grant credit for lettings where the invoice value is less than fifty pounds (£50.00). The Governing Body has delegated the approval of credit facilities to the **Head Teacher and School Office Manager**, who will maintain a list for the guidance of administrative staff.

Alteration of arrangements. Any request for amendments to the letting 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 be automatically agreed. Confirmation of any amendments will be sent to the Hirer in writing.

Rights of Access. The Governing Body will not normally insist on a representative being present throughout the event. However, it reserves the right of access, and has delegated, that right to the Head Teacher, to insist upon the Site Manager (or other designated representative) being present if it is considered that the nature of the event may leave the school vulnerable to theft or damage.

8. Complaints Procedure

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

- A representative of the Governing Body 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 Governing Body will be notified of the complaint.
- The matter will be investigated by a representative of the Governing Body (normally the Head Teacher) and a written response will be sent to the complaint within 10 working days.
- Further correspondence received about the same complaint will be placed on the agenda of the next Environment Committee meeting.
- A response will be sent by the Chair of the Committee.

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 will inform the Hirer of the outcome of any such appeal, in writing.

If the Hirer wishes to make a complaint:

- All complaints should be raised and discussed with the Head Teacher (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 Head Teacher, 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 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 Hirer will be informed of any action and/or decision taken by the Governing Body. The Governing Body's decision is final.

9 Review of Policy

The Governing Body will review the policy and hire charges annually in **May**.

The Governing Body reserves the right to review and amend the table of hire charges, contained in Appendix 5, independently of the planned annual review cycle of this document.

Appendices

- 1 Application form**
- 2 Letter of enquiry**
- 3 Letter of confirmation of booking**
- 4 Information of users**
- 5 Table of Charges**

Application for the use/hire of St Michael at Bowes Junior School Premises

Please complete this application form and return it to the school office at least four weeks (where appropriate) before the proposed event.

1. _____(Name)

Make application on behalf of

Company/organisation

Address

Daytime Telephone no:

Home Telephone no:

Email Address:

Section A: Facilities/Accommodation required.

The use of the following accommodation and equipment is required: (Tick items, except for hire of classrooms when number required should be entered)

Hall	<input type="checkbox"/>
Playground	<input type="checkbox"/>
Kitchen*	<input type="checkbox"/>
Piano	<input type="checkbox"/>
Classrooms (Please state Number)	<input type="checkbox"/>

*Only adults preparing food are permitted access to the kitchen. Kitchen regulations must be adhered to at all times.

Section B: Period of Hire

Date(s) required: _____

Times required: _____

Type of function: _____

Number of participants: _____

Section C: Consumption and Sale of Alcoholic Drinks

Please answer the following:

- | | | |
|--|-----|-----------------------|
| Will alcoholic drinks be brought onto the premises?
(If yes, see 1 below) | Yes | <input type="radio"/> |
| | No | <input type="radio"/> |
| Will alcoholic drinks be sold on the premises?
(If yes, see 2 below) | Yes | <input type="radio"/> |
| | No | <input type="radio"/> |

Supplementary Information

1). Alcoholic drink may not be brought onto or consumed on school premises during or in connection with a letting unless prior approval is obtained from the Governing Body. Approval will not be given if scheduled youth activities are taking place on the premises at the same time as the letting.

2). A licence must first be obtained from the Local Magistrates Court if alcoholic drink is to be sold on the premises.

Section D: Insurance

Hirer must have own insurance – the school will not provide this.

Legal liability of myself/ourselves the Hirers in respect of claims by third parties (other than our own employees) for injury or damage during and in direct connection with the event for which we have permission to use the premises, subject to a limit of liability of £10,000,000 for any one claim, event or series of occurrences attributable to the same source.

Accidental damage to the premises and contents of the property of the school up to a limit of £50,000 subject to an excess of £50.00 for each and every claim. Further, by fire or explosion a limit of up to £10,000,000.

It is a condition that immediate notice must be given to the Head Teacher of any accident, damage or proceedings that may give rise to a claim and that no admission of liability or negotiation should be entered into by the Hirer or any of his/her representatives.

Section E: Payment

1) The letting fee (see 2 below) are payable on confirmation of the booking and in advance of the letting taking place.

Section F: Other matters

The school reserves the right to:

- 1) Cancel the letting where unavoidable problems of access have arisen;
- 2) Refuse entry to persons it considers liable to cause danger or undue disturbance; and
- 3) Retain the refundable deposit where events overrun their booked time, or damage or breakages occur.

Section G: Undertaking

I/We undertake to accept the terms and conditions of hire and use and all other aspects of the school letting policy, to pay the prescribed charges and to arrange for adequate supervision during the period of letting.

I/We undertake to leave the property in a clean and tidy state and clear all rubbish accumulated during the let.

I/We further undertake to make good any loss of school property or damage to school premises or property.

(If you, as the applicant, will not personally be present during the letting, please give name and address of the person supervising the function on your behalf)

Name: _____

Address: _____

Signature of Applicant: _____

Date of Signing: _____

Official use only:

Application approved:

Yes No

Signature.....Position:.....Date:.....

Appendix 2. Enquiry Letter

Date:

Dear

Thank you for your recent enquiry regarding the booking of the hall at St Michael at Bowes Junior School.

I enclose an application form, together with a copy of the terms and conditions of hire. Please complete and return the form to me as soon as possible, in order that I can confirm the dates you require are still available.

Should you require additional information, or if I can be of any further assistance, please do not hesitate to contact me.

Yours sincerely,

Debbie Butcher
Head Teacher

Appendix 3. Confirmation of Booking

Date:

Dear

Confirmation of Booking

Thank you for returning the application form for the hire of.....

I can confirm that the dates you require are available and I have reserved the school for you as follows:

Date of Letting:.....

Start Time:.....

End Time:.....

Should you need any additional information, please let me know.

Yours sincerely,

Maria Jay
Head Teacher

Appendix 4. Information for users

Information for users

Before the start of your function, please familiarise yourself with the location of the following:-

- 1. Emergency Exits.**
- 2. Fire Alarms.** When you hire the school for a function, you may hear the fire alarm, it sounds you must follow the fire procedures and evacuate the building. In the case of fire, please activate the fire alarm to alert others who may be in the building that there is a fire.
- 3. Telephone.** There is no telephone access during private lets. The nearest available phone is the public phone box at the junction of Wolves Lane and Tottenhall Road.
- 4. First Aid Box.** There is a first aid box located in the area you have hired. It is green in colour and contains only essentials to be used for minor accidents.
- 5. The Site Manager's contact details are** Mr Reg Hamilton. The contact Number (only for emergency use) is **07792018280**



Appendix 5. Table of charges

Charges for hire of facilities at the school are:

£ PER HOUR, MINIMUM OF 2 HOURS
(does not apply to school clubs)

- Details of letting charges – School Hall

PERIOD	TIME	DAYS	Community Use	Personal Use	Commercial Use
During school hours	7.30am - 5.30pm	Monday to Friday	£20.00	£30.00	£60.00
Out of school hours	5.30 pm – 9.00 pm 9.00 am – 9.00 pm	Monday to Friday Saturday	£40.00	£50.00	£80.00
Unsocial Hours	8.00 pm – 11.00pm	Monday to Saturday	£50.00	£70.00	£100.00
Unsocial Hours	9.00 am- 11.00pm	Sunday	£60.00	£90.00	£120.00

Fees are payable at the time of booking

- Additional facilities for let:

School hall & Kitchen	Classroom
School Hall & Piano	Piano
School Hall & Playground	