

BATHFORD CHURCH SCHOOL

LETTINGS POLICY

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**RATIONAL**

The Governors of Bathford Church School have set the Policy, agreed charges and regulations for lettings of School Facilities. The Governors have responsibility for all School lettings, with the Headteacher and Office Manager having the responsibility for operating these procedures on a day to day basis.

In order to assist the Headteacher and Office Manager in responding to inquiries, reviewing scales of charges, making decisions regarding individual lettings, balancing priorities of the School and the community and in managing caretaking and other support staff to facilitate the use of the buildings, it is necessary to set down guidelines which reflect the Governors' aims for the community use of the School facilities.

**PURPOSES**

These guidelines are intended to:

* Ensure that the School discharges its statutory functions with respect to its pupils
* Maximise community use of the facilities whilst minimising the impact on pupils
* Ensure the hirer has considered, understood and risk assessed Health & Safety, Fire Safety and Safeguarding protocols
* Ensure that records, documents, data and valuable equipment are not put at risk.
* Ensure that items belonging to school staff are not put at risk.
* Assist in determining priorities regarding use of School facilities
* Simplify decision making with regard to letting requests
* Set the context for cost effective income generation from lettings

**AVAILABILITY TO SCHOOL**

The School facilities should be available for the exclusive benefits of the pupils and staff between the hours of 8.00 a.m. and 5.00 during School terms. Any exceptions to this must be specifically approved by the Headteacher.

No letting outside these hours in term time weekdays should prevent a School extra-curricular activity taking place.

Use of the School facilities after 11.00pm will not normally be permitted.

A School representative must be present if the general public is to have access to the School facilities. If the letting is for a private meeting or gathering with access to the general public, then a School representative does not need to be present.

**AVAILABILITY TO OTHERS**

Multi-lets take priority over individual one-off bookings.

Precise dates of multi-lets will be agreed at least every term in advance, and, where possible, for the whole academic year in advance.

**AVAILABILITY OF STAFF AND FACILITIES**

The hirer shall ensure that there is a responsible adult present and able to supervise and safeguard at all times during the letting.

Any letting of the School Hall or other internal facility will require the School caretaker or other responsible person to be available on call throughout the letting period.

With the exception of the School Hall, lettings will not normally include specialist facilities apart from heating, lighting and access to electrical power. Exceptional use of the specialist facilities (e.g. stage lighting, PA system, catering, washing up, IT facilities) will require the hirer to have a competent person on site throughout the letting period.

The use of toilets must be identified within the letting agreement and only those specified will be available.

**CATERING FACILITIES**

Access to the School children’s kitchen is available by request to the Headteacher.

If used the kitchen and equipment must be:

* Left as clean as it is found.
* School crockery and cutlery must not be used except by special permission of the Headteacher
* School tea cloths must not be used
* Tables must be covered before use and washed after use
* Any other special condition imposed by the School.

**RESPONSIBILITIES**

The School will be responsible for providing facilities as agreed in good working order throughout the period of the letting.

The hirer will be responsible for ensuring that all users are aware of the procedures for safe and correct use of equipment and facilities and shall report any deficiencies on the occasion of each use.

The hirer will be responsible for the registration and conduct of persons attending the function for which the School has been let, including ensuring that security, safeguarding and health and safety requirements are met.

The hirer will supervise children adequately and only provide activities and entertainment appropriate to their age. The hirer must ensure First Aid is available in terms of both skills and resources particularly if children are attending.

The hirer is responsible for leaving the premises clean and tidy. If the premises are not left clean and tidy, the hirer will be charged a penalty of £100.

It is a requirement that the hirer visit the School site prior to the letting in order that they can familiarise themselves with the School site.

It is a requirement that the hirer visit the School site prior to the letting in order that the hirer can carry out their own risk assessment in terms of Fire Safety, Health & Safety and Safeguarding considerations.

The School will require a copy of written risk assessments for long term lets such as non-school led after school activities. It is the responsibility of the hirer to regularly review their written risk assessments.

The hirer must not block any exits or place obstruction in the corridors. The hirer shall ensure that Health & Safety requirements are considered and met. The school does not provide first aid facilities for hirers, nor is there access to a phone in the School building. The hirer must make suitable arrangements in accordance with their own written risk assessments (see point 4.8 above).

No desks, fixed furniture or equipment that may be in the accommodation hired shall be used or interfered with, without the prior approval of the Governing Body. Standing on seats, furniture, window sills etc. is not permitted. Fittings, fixtures or decorations of any kind shall not be permitted, other than purely temporary arrangements which require no permanent fixings and which would not damage or disfigure any part of the premises.

Stiletto heels are not permitted on the hall floor. Damage to the hall floor or other facility/equipment will be chargeable.

Chalk, resin or polishing materials may not be used on floors.

The electrical and mechanical installations of the premises are not to be supplemented or altered, nor is any specialist equipment such as public address systems to be installed by the hirer, except with the express approval of the Governing Body.

The hirer is to ensure all external doors and windows to be secured and all electrical appliances and lights turned off at the end of a letting.

The hirer is required to pay the Governing Body the cost of making good any damage to property which may be the result of a letting. The hirer will be responsible for reimbursing the Governing Body for any additional costs incurred in cleaning the premises or cleaning the grounds after a letting.

It is the responsibility of the Hirer to ensure that the group always contains at least one qualified first aider who will be responsible for medical emergencies during the periods of the letting.

The hirer is responsible to ensure they are familiar where Fire extinguishers are provided in all areas of the school.

In the event of a fire in any area of the school during the letting period, it is the responsibility of the hirer to ensure that a member of school staff is contacted immediately in addition to the emergency services, as required.

The School will reserve the right to terminate the booking if the above requirements are not met.

**SPECIALIST ACTIVITIES**

Where specialist activities with a higher than normal risk of injury, damage or loss are to take place, the hirer must, before booking can be confirmed, assure Governors that:

* Those in charge are suitably qualified
* The correct equipment is being used
* All appropriate guidelines, codes of practice (statutory or otherwise) are being observed.
* All appropriate and up to date guidelines are considered and implemented with regard to safe working practices, including Safeguarding.
* The hirer has insurance which will reimburse the School for any damage or loss resulting from their activities.

**PUBLIC ENTERTAINMENT**

All public entertainment must be overseen by a Manager, nominated by the hirer, a responsible person 21 years of age or more, who shall be on the premises at all times whilst the entertainment is in progress.

It is important that all managers of events open to the public (whether for a fee or not) are familiar with the conditions of the licence granted to the Schools in respect of the above.

In particular, regulations with regard to maximum numbers and fire arrangements must be complied with.

It is the responsibility of the Manager of the event to ensure adequate numbers of attendants and good order during the event.

**GENERAL**

Smoking/Vaping is not allowed in the School including the playgrounds and playing field under any circumstances.

Additional lighting apparatus or extensions from existing lights must not be used without prior consent from the School representative.

The Governors reserve the right to refuse any booking without stating a reason.

**PROCEDURE**

All applications must be on the prescribed form and must be completed in full as required. Failure to do so may result in the application not being approved. The person signing the application form will be considered the hirer.

Where possible, all applications must be made not less than twenty-one days before the proposed date of use. Where the proposed date of use falls within a School holiday, the application must be submitted not less than twenty one days before the commencement of the holiday period. Applications for the use of the playing fields for fetes should be submitted not less than two months before the proposed date of use.

Applications will only be accepted for a maximum period of one year between the first day of September of one year and the last day of August of the following year.

The hirer must personally sign the application form and may not assign or sub-let the premises of grounds hired.

All lettings must be approved by the Governing Body who retain the authority to make the final decision on the approval or cancellation of any letting. This power is devolved to the Headteacher for day to day decisions.

The Governing Body may cancel any letting at any time, but either the fee paid will be refunded or an alternative date offered, except in the case of misconduct.

No person or persons shall use premises or grounds covered by these regulations without a current approved application form. Any person or persons knowingly acts in contravention of this regulation will be charged at the appropriate rate and refused permission to use any of the facilities in the future.

The Governing Body reserves the right to impose special conditions in respect of any letting, series of lettings or class of letting in order to protect its employees or property.

Hirers should acquaint themselves with the Fire Safety Regulations and procedures relating to the premises in use, and should note that smoking/vaping is not permitted on the School Premises.

**CHARGES**

All charges for one off bookings must be paid in advance of the bookings date.

Charges for multi-lets will be on a termly basis, payable by half-termly amounts, during the term when the lettings occur.

A schedule of charges will be reviewed by the Governor Finance Sub Committeeannually for the following academic year, setting a market rate for the facilities let.

Charges will be made at rates that will be determined from time to time by the Governing Body and shall be liable to change without prior notification to the hirer. In cases where the incorrect charge has been quoted, the Governing Body reserves the right to charge the correct rate, although the hirer may consider the letting cancelled in accordance with Regulation 8.

The Governing Body does not undertake to refund any charge on cancellation of a booking by the hirer, unless twenty-one days written notice of the cancellation has been given in writing by the Governing Body. Where and if relevant deposits are non-refundable.

**CANCELLING YOUR BOOKING**

If you wish to cancel this agreement, please provide notice in writing to the school at the following address: office@bathford.bwmat.org or

Bathford Church School, Dovers Park, Bathford, Somerset, BA1 7UB

The school reserves the right to cancel this agreement. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

**LEGAL REQUIREMENTS**

The hirer shall comply with the legal requirements concerning consumption of intoxicating liquor, music, singing and dancing licences, theatre licences and copyright. The hirer shall be fully responsible for obtaining any licences or any other permissions required, always providing that no such application shall be made without prior approval of the Governing Body.

The hirer shall comply with Section 12 of the Children and Young Persons Act 1933, that is to say where any play or entertainment is provided at which the majority of the persons attending are children, then if the number exceeds 100 it shall be the duty of the hirer to station and to keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building or any part of it that can be safely accommodated there and to control the movement of the children and other persons admitted while entering and leaving the building and to take all other reasonable precautions for the safety of children.

The hirer is specifically forbidden to use, or allow the use of the hired premises or grounds for any illegal or immoral purpose and shall not carry on any activity so as to cause nuisance or annoyance to other users of the premises or neighbouring or adjoining premises.

**HIRER ADMINISTRATION FOR LONG TERM LETS**

* The hirer will be responsible for their own administration and paperwork
* The hirer will be responsible for collecting monies from parents/carers
* The hirer will produce their own photocopied material such as newsletters and distribute to parents/carers
* The hirer will be responsible for managing, producing, updating and recording attendance registers
* The hirer will be responsible for chasing unpaid monies/debtors
* The hirer will be responsible for contacting parents/carers to advise of changes and general communications
* The hirer will be responsible to ensure all staff have relevant DBS?
* The hirer will ensure public indemnity insurance
* The hirer will ensure BWMAT Third Party Letter and Child Disqualification Forms are signed and returned to the School Office Manager.

**HEALTH & SAFETY AND SECURITY HANDOVER**

Any hirer will be made aware of the following prior to the let commencing:

* The School’s Fire & Emergency Procedures
* Location of fire exits, emergency call points and fire extinguishers
* The School’s Reception signing in and out procedures
* How to safely use any electrical equipment in the school hall, i.e. the heating, the sound system, etc. (if applicable)
* Emergency telephone numbers of the Headteacher and or the School representative
* The hirer will be made aware of their responsibilities in regard to security of the school site in terms of unlocking and locking the building and locking gates on departure. In addition, the hirer must notify all visitors using the School facilities of arrangements in case of fire.

**Bathford Church School**

**Letting Policy considered, understood and agreed**

**Signed: ……………………………………. Date: …………………………………**

**Headteacher**

**Print Name: ………………………………….**

**Signed: ……………………………………. Date: …………………………………**

**The Hirer**

**Print Name: ………………………………….**

**Per the Letting Policy, a Bathford School Letting Application must be completed**

**(Please contact the school office for a copy – 01225 858776).**

**Please note that Governors must approve all Lettings and Governors must first**

 **authorise Letting Applications before the Let commences**