

Elm Park Primary School

Inspiring Learners, Enriching Lives, Achieving Together

Lettings Policy and Charges



Written/reviewed by	Carol Bond (reviewed by Carol Bond)
Start Date	November 2019
Review Date	November 2023
Updated	November 2021
Headteacher's Signature	
Chair of Governors' Signature	
Date ratified by Premises Committee	

Equality Impact Assessment (EIA) Part 1: EIA Screening

Policies, Procedures or Practices:	Lettings policy	DATE:	November 2021
EIA CARRIED OUT BY:	Carol Bond	EIA APPROVED BY:	

Groups that may be affected:

Are there concerns that the policy could have a different impact on any of the following groups? (please tick the relevant boxes)	Existing or potential adverse impact	Existing or potential for a positive impact
Age (young people, the elderly; issues surrounding protection and welfare, recruitment, training, pay, promotion)		
Disability (physical and mental disability, learning difficulties; issues surrounding access to buildings, curriculum and communication)		
Gender reassignment		
Marriage and civil partnership		
Pregnancy and maternity		
Race		
Religion and belief (practices of worship, religious or cultural observance, including non-belief)		
Gender identity		
Sexual orientation		

Any adverse impacts are explored in a Full Impact Assessment.

Lettings Policy and Charges

Rationale

It is the Governors' wish to make certain parts of the school premises available for hire by authorised hirers at times when the premises are not in use by the school. It is necessary therefore that the Governors have a policy for lettings and an agreed system of charging.

Purposes

Income from lettings makes an essential contribution to the School budget. Bookings are therefore to be encouraged provided they:

- + Do not compromise the security of the School.
- + Do not involve undue risk to any persons, property or premises.
- + Do not risk bringing the School into disrepute.
- + Do not jeopardise other lettings.
- + Do not prevent the School from carrying out its duties.

Suitability

Suitability of hirers will be assessed from the Lettings Application Form. Where the Headteacher is consulted he/she will assess the booking request against the criteria above, and the latest issue of the Terms and Conditions of Hire document.

When necessary, the School's Governing Body will make the final decision on the suitability of a booking request. Hirers have the right of appeal against any refusal or termination. This should be made in writing to the Governing Body. Any decision made as a result of an appeal will be final. The premises will not be let to anyone under the age of 18 years.

Exceptions

The staff room and offices will not be for hire.

School Kitchen

Hire of the school kitchen covers the use of the serving hatch, washing up facilities and surface space. It does not include the hire of any equipment therein. It does not include the use of cookers, storage facilities, steamers or any other equipment used for the preparation, cooking or serving of food. The hire of the kitchen will be limited to a selected number of organisations or individuals, entirely at the discretion of the School.

Charges

First hour if caretaker required to open and secure premises	£30.50
Subsequent hours or parts thereof	£19.50

Discounts

One off hire, unrelated to school – no discount. NB. First hour rate charged if after normal school lock up time.

Regular weekly hire £15.00/ hour

Note: an extra 15 minutes set up and 15 minutes breakdown time may be charged.

Other facilities

Other facilities (e.g. Playing field, football pitches and playground) to be negotiated individually.

Access

Access to the school is via the main entrance. This will be confirmed at the time of booking.

LETTINGS APPLICATION FORM

ESTABLISHMENT COPY (To be retained at the premises concerned)

Note to applicant: before completing this form, please read the enclosed Terms and Conditions

PART I APPLICATION DETAILS (to be completed by the applicant, please type or use ball point pen)

NAME OF PREMISES/PLAYING FIELD: Elm Park Primary School

ACCOMMODATION/ FACILITIES REQUIRED	PURPOSE OF HIRE	DAY OF WEEK	DATES REQUIRED		TIMES REQUIRED	
			FROM	TO	FROM	TO

Heating Required? YES NO *please tick*

Do you wish the letting to continue through School Holidays? YES NO *please tick*

Name of Applicant Telephone No. (office hours)

Name of Organisation

Full Postal Address

I personally agree to be responsible for the fees charged in respect of this letting and I will observe the regulations which I have read.

Signature of Applicant _____ *DATE* _____

PART II APPROVAL DETAILS (to be completed by the establishment concerned)

I recommend that this application is APPROVED / NOT APPROVED Comments:	BASIS OF CHARGE	Heating	TOTAL

Signed _____ *DATE* _____

Designation _____

Insurance: Please confirm you have Public Liability Insurance to the value of 5 million pounds
 (If you do not have this, insurance can be arranged through South Gloucestershire Council – please contact Elm Park Primary School to arrange)

Payment Details

Single Payment	Payment by instalments of £ _____ or single payment _____	Receipt Numbers
Receipt Number: _____	Payment Due By:	
	1. _____ 5. _____ 9. _____	
	2. _____ 6. _____ 10. _____	
	3. _____ 7. _____ 11. _____	
	4. _____ 8. _____ 12. _____	

Hire of Elm Park Primary School Premises - Terms and Conditions

General These terms and conditions of hire constitute the entire agreement between you (the hirer) and Elm Park Primary School (the school). They apply to all transactions between the hirer and the school unless otherwise agreed in writing by the head teacher or governing body of the school.

Restrictions and conditions placed on the hirer under this contract shall apply to all members of the hirer's party. It shall be the responsibility of the hirer to ensure that the hirer's party understand and comply with all relevant restrictions and conditions.

Hire charges The charges for the hire of school premises shall be agreed in advance of the hire, and are payable in advance. Where a long term regular booking of one of the facilities offered by the school is made, the school will invoice monthly or termly at the discretion of the school, for payment in advance.

Deposits The school may at its absolute discretion require a deposit from any hirer prior to accepting a booking.

Cancellation by the hirer

Notice of cancellation of a booking must be given in writing. A minimum of four week's notice of cancellation is required for all bookings made. This notice period shall be deemed to start from the time notice is received at the school office. Where less notice is given a cancellation charge equal to the full hire charge is payable. Where it is possible to re-let the room to cover the cancelled booking the school may at its sole discretion agree to waive some or all of the cancellation charge.

Cancellation by the school

The school may cancel a booking without reason by giving four week's notice of cancellation to the hirer. Any fees paid for the cancelled hire will be refunded to the hirer provided the hirer is not in arrears to the school for any charges relating to hire of school premises.

The school may cancel a booking without notice under any of the following conditions:

- Where it is legally obliged to do so.
- Where the premises are unfit to be hired out
- Where a health or safety risk would arise if the hire were to proceed.
- Where to permit the hire would risk the reputation of the school
- Where the school believes it has been misled as to the purpose of the hire
- Where force majeure prevents the school from fulfilling the let.

Any fees paid for the cancelled hire will be refunded to the hirer provided the hirer is not in arrears to the school for any charges relating to hire of school premises, and provided the cancellation is not due to the actions of the hirer.

Payments Payments must be made to the school office by post or in person, and are only accepted during normal school office hours. Payments made to the school are applied to charges in the following order, irrespective of any purpose indicated by the hirer:

- Charges for damage caused to the premises during a previous hire
- Rental charges for a previous hire
- Deposits (where required)
- Rental charges for a forthcoming hire.

Refusal of Access for non-payment

Where payment in advance has not been received the school may at its absolute discretion refuse entry to the hirer. The hirer shall be deemed to have cancelled the booking at short notice, and shall remain liable for the hire charges.

The School's obligations

The school will provide access to the premises for the dates and times booked. The premises will be reasonably clean and free of litter and will be safe to use. Toilet facilities will be provided to the hirer.

Provided any special requirements related to noise, access, equipment or facilities has been requested and agreed by the school at the time of booking, the school shall endeavour to fulfil the said requirements. Where the school fails to provide any special requirements agreed at the time of booking, the hirer may elect to cancel the booking and receive a full refund, or to proceed with the booking. If the hirer decides to proceed with the booking no refund will be payable.

The Hirer's obligations

The hirer shall only use the premises for the purpose agreed at the time of hire. The hirer shall be responsible for all persons using the hired premises during the hire, and shall not admit third parties to the premises during the hire.

The hirer shall not attempt to access the premises prior to the time of hire except by prior arrangement, and shall vacate the premises at the time of expiry of the hire. The hirer shall leave the premises in a clean and tidy state at the end of the hire, with due regard given to the state of the premises at the commencement of the hire. Failure to vacate the premises on time will render the hirer liable to charges for additional rental. Leaving the premises in a condition that would in the opinion of the school prevent or deter a subsequent hirer from occupying the premises will render the hirer liable to charges for damages.

Where the hirer has been provided with a key or other means of access to the premises the hirer shall ensure that all lights and equipment are switched off prior to leaving the premises, and shall ensure that the premises are correctly secured before leaving the site. Where the hirer has not been provided with a key or other means of access to the premises the hirer shall advise the school when leaving the premises, to enable the premises to be secured.

The hirer shall not use the premises for any illegal or immoral activity, or any activity that could bring the school into disrepute. The hirer shall not permit any person using the premises to create a disturbance on the premises, or when arriving or leaving.

The hirer shall only use that part of the school premises agreed and specified in the schedule and shall refrain from entering other parts of the school premises whether or not the access doors are locked.

The hirer shall be liable for all damage caused to the hired premises or any other part of the school resulting from the hirer's use of the premises, or the actions of any person within the hirer's party. In the event of damage involving a security risk to the school (for example breakage of window glass) the hirer shall at the hirers expense immediately take appropriate action to remove the risk, and where practicable, shall make the damage known to an authorised representative of the school.

The hirer shall at all times ensure that the conduct of the hirers party does not risk the health and safety of the hirer, any member of the hirers party, or any other person using the premises. The hirer agrees to supervise any young persons who are on the premises at the request of the hirer or for any purpose related to the hire.

Insurance All hirers must obtain adequate insurance cover for public liability, a minimum Public Liability cover of £5million is required plus cover for any special risks entailed by their planned use of the premises.

Child Protection It is the responsibility of the hirer to ensure adequate and appropriate Criminal Records checks are in place for persons working with children and vulnerable adults. Hirers should have policies for safeguarding and child protection and make these available to the school prior to any letting.

First Aid It is the responsibility of the hirer to ensure adequate and appropriate first aid training is in place for persons working with children and vulnerable adults.

Liabilities of the school.

The maximum liability of the school for non-provision of the premises to the hirer shall be the return of the fees paid for the session or sessions of hire for which the premises were booked but not provided.

