

Bedford Nursery Schools Federation & Peter Pan Teaching School Alliance

Policy Document



Lettings policy

Reviewed by: FGB

Adopted by Governors: 12th December 2018

To be reviewed: December 2019

Introduction

The Governing Body 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 Body 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 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 or a commercial organisation (charity or company). 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.

Charges for a Letting

The Governing Body 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 the school is being used for election purposes the usual charge will not apply instead a token charge is made to Bedford Borough Council which will reimburse the school to cover the utility charges. The specific charge levied will be reviewed annually.

Remissions

Governors have the right to make an exception to this lettings charging policy in exceptional circumstances which will be decided on a case by case basis.

VAT

In general, the letting of rooms for non-sporting activities is exempt of VAT. Advice of BBC School vat advisor will be taken where needed.

Management and Administration of Lettings

The Headteacher retains overall responsibility for the lettings process however will delegate this responsibility to the business manager.

If the Business Manager has any concern about whether a particular request for a letting is appropriate or not, she will consult with the Finance committee, who is empowered to determine the issue on behalf of the Governing Body.

The Administrative Process

Organisations seeking to hire the school premises should approach the Headteacher (or Administrator/Business Manager) who will identify their requirements and clarify the facilities available. A booking Form (See appendix 1) should be completed at this stage. The Governing Body 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 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 (See appendix 2).

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 Body's current scale of charges. See appendix 3.

Appendix 1

Hire Agreement/Booking Form

Peter Pan Teaching School Alliance/Bedford Nursery Schools Federation

Name of Hirer.....Tel. No.

Email.....

On behalf of (Name of Company/individual);

.....

Address.....

Days/dates of hire and times

.....

Purpose of hiring

Other relevant information ;

.....

Indemnity Insurance: Policy No.

Insurance Company.....

I/We apply to use, and if granted use, agree to hire the parts of the premises mentioned above, **subject to the terms and conditions enclose**, which I/we have read and with which, I/we agree to comply. Should there be a breach in these conditions the School will not be held liable for any damage to persons or property and will seek recompense from the individual.

Applicant's signature Date

Agreed by

Charge £

Appendix 2

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 Body, a criminal record check. If a particular letting involves contact with the school’s pupils. 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.

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.

Termination

Both parties can cancel letting if more than 7 days from date of the letting. Any fees pre-paid will be refunded.

Hirers will be charged for the use of the premises if they do not give more than 7 days notice of a cancellation

In the case of longer term lettings, half a terms notice can be given by either party.

In the case where payment is not been received from hirer, immediate withdrawal of the letting will occur until payment is made.

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.

In particular the hirer must extend the good order and conduct into the shared areas of the buildings (please see attached plan).

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. The ratio of 1 person to 1m² will be adhered to from the Fire Safety (volume 2 – Buildings Other than Dwellinghouses) document from the Building Regulations 2010.

Meeting room No.	M ² floor area	Maximum number of people
4	31.44	31
5	35.22	35
6	42.8	42

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 Body 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 £5 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

If the Hirer does not have their own insurance and is a no profit making group or individual then cover can be arranged by the school, however an extra charge will be placed on the letting to cover the cost to the school.

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 booking 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.

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. Use of the schools resources is not available.

Food and Drink

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

Smoking

The whole of the school premises is a non-smoking area, and smoking is not permitted. Hirers of school premises will ensure that the no-smoking policy is implemented during the period of hire.

Licensing, Copyright or Performing Rights

If a licence is needed – e.g. performing rights, copyrights, alcohol licence etc the hirer must make an application to the appropriate licensing authority at least 21 days before the event. The school will not be held responsible for a breach in licensing laws.

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 Hire Agreement.

Security/Access

The Governors will ensure access in and out of the premises before, and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. The site cannot be left unattended. If the hirer needs to vacate the building for any period (including setting up time) during the Letting, the Site Manager must be informed and must lock the premises and subsequently unlock them on the hirers return. If this occurs there will be a charge within the final cost.

Right of Access

The Governing Body reserves the right of access to the premises during any letting. The Headteacher or members of the Governing Body 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. The hours of hiring **must allow time** for preparing for the event –e.g. setting up equipment, and for effective clearing up afterwards.

Evacuation of the premises

The hirer should familiarise themselves with escape routes and the position of Fire Alarms and Fire extinguishers and must ensure that participants are aware of evacuation procedures. They should ask the Site Manager to show the position of these. In the event of an emergency, occupants must leave the school by the nearest exit and assemble on the car park. **If there is a fire the hirer should attempt to call the Fire Service.**

Appendix 3

Peter Pan Teaching School/Bedford Nursrey Schools Federation

Letting Charges

The following are the current agreed charges of lettings at Peter Pan Teaching School Building

- Daily Rate including tea/coffee £150
- Sessional rate including tea/coffee £75 (includes twilights and half days)

If food is required then this will be charged as follows;

Breakfast (pastries, fruit, yogurts & juice) £3.50

Lunch (sandwiches, crisps, fruit, cakes & juice) £5.50 per head

Twilight (pastries, fruit, crisps, dips & juice) £3.50 per head

Other specific requirements can be arranged and charges can be negotiated.

Long term lettings rates may be negotiated at the discretion of the Headteacher.