



St. Barnabas
MULTI ACADEMY TRUST
Creating Unique Possibilities

Lettings Policy

Approved by MAT Board

11th February 2019



Applicability of policy

This policy applies to all our schools:

- St Martins CE Primary School – Liskeard
- Braddock CE Primary School – East Taphouse
- Quethiock CE Primary School – Quethiock
- Antony CE Primary School – Antony
- Millbrook CE Primary School – Millbrook
- St Nicolas CE Primary School – Donderry.

This policy should be read in conjunction with the Emergency Action Plan and the Health and Safety Policy.

Introduction

The Board of Directors for the Trust recognises that school premises constitute a valuable asset for the community as a whole both within and outside school hours. They acknowledge that the use of the premises is ultimately a matter for the Executive Principal and heads of school but they positively encourage the utilisation of the school building and land in a manner which is consistent with the aims and purposes of the school.

Allowing school premises to be used outside school hours is not without its costs and this policy is designed to ensure that the school is covered financially when doing so.

All post-Nursery education during school hours is paid for by our delegated budget; there is no charge for any activity undertaken as part of the National Curriculum. Many before and after-school activities are also free but for some, where we incur extra costs, there may be a small charge.

Each of the schools vary with available facilities and layouts, therefore the application forms are tailored to the suitability of each site for letting purposes.

Budget

Hiring rates legislation requires that any costs of hiring premises which are charged to the school's delegated budget must be repaid to that budget from income received, for example costs of electricity, heating and payments to members of staff, before allocating income to anything else.

The surplus will be available for use by the school in consultation with the Directors.



Procedure

Potential hirers will be given a hire of premises letter (Appendix 1), Conditions of hire (Appendix 2) and Application for hire of premises (Appendix 3).

In addition to the hire charge, a security deposit of £250 will be required to cover any damage, extra cleaning or additional expense that may be incurred by the school in relation to the let. This is refundable if not required and is at the discretion of the Executive Principal and Head of School.

The Head of School or School Administrator shall advise the proposed hirer of the cost of the let and that additional costs will be payable if the premises are damaged or not restored to the condition in which they were originally let.

Such damage or additional cost will be deducted from the deposit in the first instance, with any additional sum being notified to the hirer and payable within 7 days of such notification.

Whenever practical, payment will be made 21 days in advance. Bookings will not be confirmed until payment has been received.

On receipt of payment hirers will be given a receipt and contract of hire letter (Appendix 4).

The Trust's Finance Officer, The Finance Officer/Assistant Business Manager, will account all monies in connection with school lettings. He/She will co-ordinate all correspondence and maintain all records required for lettings.

A diary of all lettings, shall be kept by the Head of School.

Hire Periods and Charges

3.30 – 6.00pm

The Head of School with approval from the Executive Principal may enter into an agreement to let: the school premises (hall (where applicable), classroom and main playground) by arrangement, to any group or organisation whose activities are considered suitable. Priority shall be given to groups whose activities will benefit the children of the School.

After 6.00pm

The Head of School with approval from the Executive Principal will have the authority to enter into agreements to let school premises (hall (where applicable), classroom and main playground) between 6.00pm and 11pm.



Monday to Friday and between 9.00am and 11.00pm on Saturdays, Sundays and Bank Holidays. Any agreement to let must take into account the nature of the activity proposed.

There are four distinct periods when the school premises are available for hire and the charges for each are as follows:

a. Monday – Friday	3.30pm – 6pm	£20 per hour
b. Monday – Friday	6pm – 11pm	£20 per hour
c. Saturdays	9am – 11pm	£25 per hour
d. Sundays and Bank Holidays	9am – 11pm	£30 per hour

Use of school kitchens

As school kitchens are subject to Health & Safety regulations and as such the control of the kitchens and their cleanliness is of paramount importance the use of kitchens are excluded from the general conditions. Directors may consider any requests for the use of a school kitchen as an exception with additional conditions to ensure the kitchens are maintained to strict regulations.

Therefore the kitchen (if agreed under a separate arrangement) may be hired with the main hall (where appropriate) for a single fee of £20.00 (for cold preparations) or £30.00 (for hot preparations) for the duration of the hire period. If permission for the use of the kitchen is granted by the Directors the Head of Kitchen must be informed.

Use of equipment

The Executive Principal and Head of School retains an absolute discretion as to whether or not any other school equipment (such as stage lighting or the piano) shall be included in the let, and if so on what terms. Any let which includes the hire of such equipment may also be subject to an additional or greater deposit.

Insurance

An insurance premium will be charged for any lettings out of school hours. Payment in respect of the insurance cost must be made not less than 7 clear days before the let takes place to enable appropriate arrangements to be made. This amount is not refundable if for whatever reason the let does not proceed. The cost per letting will be £5.



The Business Manager will review any changes in the insurance policy schedule annually and amend this policy as appropriate.

Licences

There are a variety of licences that may be required for different types of function. The onus is on the Hirer to ensure which are necessary, and must produce documentary evidence before the letting takes place. The Hirer will indemnify the school and The Trust against any action brought about by failure to obtain the necessary licence(s).

The following categories of letting may require a licence:

- Theatre licence
- Copyright/Royalty licence
- Cinematography licence
- Alcohol
- Music, Singing and Dancing

Unsuitable Lets

The Board of Directors will retain an absolute discretion to determine what is an unsuitable let. In all instances, the decision as to suitability will rest with the Board of Directors.

The Executive Principal is authorised to make day-to-day decisions on behalf of the Board of Directors and may seek advice from the Chair of the Board and/or the Finance and Resource Committees about any aspects of implementing this policy.

Cases of Disorder

If a member of the hire party is deemed to be under the influence of drugs or exhibiting drunken behaviour or is verbally or physically aggressive, they will be asked to leave the premises by the person employed by the trust on duty or in charge of the site at the time of the let. If they refuse, the police will be involved.

Head of School

The Head of School should be informed of all lettings, whether or not he/she will be on duty for the letting. If the Head of School is not on duty, the person responsible for supervising the letting must know the procedures to be followed in the event of an emergency, e.g. the whereabouts of first aid supplies, emergency telephone, fire extinguishers and emergency exits. He/she must also know the procedure for reporting any damage to property or premises and ensure that a report is submitted.



Where the Head of School or their Deputy attends Director or PSA meetings or small social events, they may, if they wish to, dispense with a Manager's presence, thereby avoiding such costs.

The Head of School is required to report on all lettings to the Executive Principal and Trust Business Manager.

Security and Keys

The Executive Principal and Chair of the Board of Directors should agree on who may hold the keys to the premises.

The LA, Police, Fire and Security Services should hold the names, addresses and telephone numbers of the key holders. It is important that the correct procedures are followed or any claim on insurance could be jeopardised.

Anyone (Directors, Head of School or staff) going on the premises outside school hours should notify the Executive Principal/Business Manager.

Emergency Procedures

There will be an emergency plan for each letting to ensure that the organiser is aware of the fire exits and muster points before the event takes place. The organiser must also indicate on the hire form that they have read the Health & Safety and Emergency Action Plan procedures.

Site Capacities

The Board of Directors has a legal responsibility to comply with the maximum figure allowed under health and safety requirements for their premises.

The hirer must provide the Administrator at the school with an estimate of the number of people expected to determine if an additional second member of staff must be present.

Review of policy

The Board of Directors will review this policy every year or sooner if the need arises.



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Charging and lettings policy Appendix 1: Hire of premises letter

Dear

Thank you for your enquiry about hiring premises at the school. Enclosed is:

- An application form that you should complete and return to the above address;
- The Emergency Action Plan and Health & Safety Policy
- The Conditions of Hire.

Please read these carefully as they set out the user's and hirer's responsibilities.

HIRE COSTS (main hall or playground):

Monday – Friday	3.30pm – 6pm	£20 per hour
Monday – Friday	6pm – 11pm	£20 per hour
Saturdays	9am – 11pm	£25 per hour
Sundays and Bank Holidays	9am – 11pm	£30 per hour

As school kitchens are subject to Health & Safety regulations and as such the control of the kitchens and their cleanliness is of paramount importance the use of kitchens are excluded from the general conditions. Directors may consider any requests for the use of a school kitchen as an exception with additional conditions to ensure the kitchens are maintained to strict regulations.

The kitchen if agreed under a separate application may be hired with the main hall (where applicable) for a single fee of £20.00 (for cold preparations) or £30.00 (for hot preparations) for the duration of the hire period.

If you wish to use any of the school equipment as part of the let, then please advise us as to the proposed use and the identity and qualification of the person who will take responsibility for the equipment. We will consider whether the equipment can be included in the let and will advise you of the extra cost, if any, this would incur.

The school will effect a Hirer's Policy and an insurance premium of £5.00 per session (depending on the activity) will be charged. In addition, if you have your own insurance, a copy of the document should be provided. A 'let' cannot go ahead until we have received the completed form and issued you a Letter of Offer.

The hire fees are to be given to the school office, IN ADVANCE. Cheques should be made payable to St. Barnabas CE MAT. The security deposit is £250.

Please note that you are responsible for restoring the building to the standard in which you found it.



Charging and lettings policy Appendix 2: Conditions of hire

Conditions of Hire

Emergency contact numbers

The hirer must provide the site with 2 emergency contact numbers.

Insurance

The hirer must accept the Insurance provided by the school. The premium for this is non-refundable.

Health and Safety

The hirer is responsible for ensuring that all people using the school premises during the hire period are aware of exits and that hirer's staff know the location of firefighting equipment. No exits or corridors may be blocked or fire-fighting equipment removed.

Alcohol

Alcohol may not be consumed on the school premises without permission of the Board of Directors.

Licences and Copyright

The hirer is responsible for obtaining all necessary licences and copyright consents. The Board of Directors are entitled to require proof of a licence and copyright consent 48 hours before the hiring.

Licences are required by the local authority and are usually required for:

- Any function at which alcohol is sold;
- An entertainment advertised to the general public, whether on payment or otherwise.

Licences are not required for:

- Bazaars, jumble sales, car-boot sales, bingo, whist-drives etc. where the proceeds are for the school;
- Wedding receptions, private parties.

Copyright consent may be obtained from the Performing Rights Society: 0171 580 5544.

Limited Car Parking

Parking requirements to be discussed with Head of School prior to agreeing the booking.

Smoking

Smoking is not permitted anywhere inside the school buildings.

Payment

Fees, including insurance premium and deposit, to be paid in advance.

Block bookings: payment to be made on invoice at the beginning of each term with full payment required by the half-term.



Fixtures and Fittings

No fixtures or fittings or other objects shall be driven into the fabric or furnishings, or affixed to them without the prior written agreement of the Board of Directors.

Use of Furniture and Equipment

The movement of school furniture and equipment from room to room is not permitted, unless previously agreed in writing with the Board of Directors. The use of all equipment and apparatus is subject to the prior written agreement of the Board of Directors.

Hirer's Apparatus and Equipment

The hirer shall obtain the Board of Directors' written agreement to the bringing onto the school premises of any apparatus or equipment. The hirer shall ensure that such apparatus or equipment is removed within such time as the Board of Directors may allow. Any property not so removed may be removed by the Board of Directors at the hirer's risk. The cost of such removal, together with any storage charges incurred by the Directors, shall be recoverable from the hirer.

Liability

The Board of Directors shall not be liable for any loss or damage caused to the hirer or to any other person as a result of:

- Any failure or defect or want of repair in any of the fixtures, fittings, furniture, equipment or appliances belonging to the school at the school; or
- Any failure or interruption in the supply of water, gas or electricity to the accommodation; or any defect or want or repair in the premises or in the means of access to the premises; or
- Any theft or malicious or accidental damage to or loss of any property of any person taken or left at the premises.

Numbers

The hirer must provide the School Administrator with an estimate of the number of people expected.

Behaviour

The hirer is responsible for ensuring good order is maintained throughout the period of hire.

Advertisements

No advertisements, emblems or slogans shall be displayed outside the school premises without the prior written permission of the Board of Directors.

The hirer shall remove from inside the premises any advertisement, emblem or slogan if, in the opinion of the Board of Directors, it is unlawful, unseemly, likely to lead to a disturbance or expose the premises to undue risk of fire.



Right of Entry

The Board of Directors, the Head of School, Leadership Team and others appointed by the Board of Directors, shall have right of entry to the premises at any time during the hiring.

Reporting Damage

Any damage to the premises or its contents by the hirer must be reported on the day of hire to the Head of School or person from the school supervising the letting. This must be followed by a written report on the damage caused.

Condition of Premises

The hirer is responsible for leaving the premises in the same condition as they were before the hire and for ensuring that everything is clean and tidy.

Cancellation

Occasional bookings - The hirer to give at least 10 calendar days' notice of a cancellation.
Block bookings (of a term or longer) - At least two months' notice of cancellation to be given by the hirer or Board of Directors.

In the event of the hiring being cancelled with undue notice, the Board of Directors shall be under no liability to refund any payment made for hiring or to compensate the hirer or any other person for any loss or damage sustained in consequence of the cancellation.

Guidelines for Children's After-school Activities Hirings

- There should be a minimum of two responsible adults present at a ratio of one adult to 10 children.
- The children should not be left unsupervised at any time.
- The children must all be collected at the end of the session. If any parents or carers are late in collecting their children it is the responsibility of the leader of the session to contact them. If this is not possible they must contact a member of the school staff.
- No child should be left in school unaccompanied.
- An arrangement for collection must be made.
- Only the areas requested in the application form are used during the let.

Failure to abide by Conditions

If, during the period of hiring, any authorised member of staff who may be present is of the opinion that any of these conditions have not been complied with or that disorder, damage to property or an illegal act has taken place or is threatened, that person may summarily terminate the hiring by oral notice to the hirer, or (in his/her absence) to any other person or persons apparently in control of the proceedings, whereupon the premises shall be vacated forthwith. The police will be immediately notified if there has been a serious breach.



Additional Conditions

The Board of Directors reserve the right to impose additional conditions to those described above as and when they consider it appropriate to do so.



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Charging and lettings policy Appendix 3: Application for hire of premises

Name of hirer: _____

Address: _____

Telephone: Home _____ Work _____ Mobile _____

Venue: _____

Date of hire: _____

Time of hire: from _____ to _____ number of hours _____

Emergency telephone numbers:

Name _____ Tel no. _____

Name _____ Tel no. _____

I have read and understand the Emergency Action Plan and Health & Safety Policy and accept full responsibility for the health and safety of those using the premises during the hire period.

Signed _____ Date _____



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Charging and lettings policy Appendix 4: Contract of hire

APPLICATION FOR HIRE OF PREMISES

This is to confirm that we have agreed to hire out the following facility / facilities:

- School hall
- Classroom
- Playground

(delete as appropriate)

Date of hire:

Time of hire:

With agreed access from:

Please report to the Head of School 30 minutes prior to the time of hire in order to familiarise yourself with the school grounds.

St Barnabas CE MAT – Office Use:

We have received the hire charges payment of £

Signed: Business Manager.....date.....