



**NON - STATUTORY POLICY** - The school is not required to have a policy on this matter but the school feels it is good practice to have one

## **SCHOOL LETTINGS POLICY**

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## 1. INTRODUCTION AND AIMS

The *Governing Body* of Bearwood Primary and Nursery School wants to see that the premises at our school are used for the benefit of the whole local community and, in particular, for extended school activities. The education of children is the prime purpose of our school; however, we believe that the school is a community resource which should be accessible to all.

This statement outlines the policy of our school with regard to letting. It sets out the facilities available, the charges and the responsibilities of the *Governors* and the *Users* when the school premises are hired.

The use of our school premises at all times other than during the school day is under the control of the *Governing Body* of our school. (Education Act 2002).

In deciding whether or not to let our premises the *Governing Body* will also have regard to the activity and the likelihood of any damage being caused to the premises, or neighbouring premises, and any nuisance that may arise, as a result of accepting the booking.

In any event, the *Governing Body* reserves the right to require a reference, before any booking is accepted.

We will only consider letting to any group able to comply with the terms and conditions outlined in this policy. These terms and conditions are clearly stated in our *Conditions of Usage* and *Booking procedures* documents, which will be sent out with all application forms.

The final decision on compliance lies with the *Governing Body*.

## 2. CONDITIONS OF BOOKING

The use of our school premises is permitted by the Governing Body on the understanding that the following rules are adhered to at all times.

1. Once you, the Hirer, have accepted a permit to use the school premises, you are automatically bound by all terms and conditions of usage of the premises. The Governing Body have the right to vary these terms and conditions at any time.
2. The person signing the application form, on behalf of their organisation, (from now on known as the Hirer) is personally responsible for ensuring that all terms and conditions of our lettings policy are adhered to.
3. The requirements of the Local Authority on or in connection with the issue of licenses for public dancing, music or any public entertainment must be strictly fulfilled. As those licenses lay down stringent regulations, it is the responsibility of the hirer to apply for and acquire the relevant license(s) required.
4. If a hirer is uncertain as to the application of any of the licensing regulations, he/she should obtain further information from the Licensing Officer of the Borough of Poole.
5. The hirer shall indemnify and keep indemnified the respective bodies and persons from and against all loss and damage to any property belonging to the Governing Body or the Borough of Poole, that may be sustained or incurred by reason of the permission to use the premises or otherwise arising out of or in connection with such user, including cost of replacement and reinstatement and the damage to the property of, or the bodily injury or death of any person or persons.
6. The Governing Body will not accept responsibility for any loss of or damage to any property owned by any person using the premises during the period of the letting. Property shall be brought on to the premises at the sole risk of the owner.
7. The hirer must make sure that all users are aware that they are solely responsible for the security of their personal property. If tickets are issued for any event, this statement should also be printed on the ticket.
8. The hirer is responsible for informing the Governing Body, of any person sustaining injury or loss on the school premises during the period of the letting. This information

must be presented in writing to the Governing Body within 24 hours of the event. Any further information required by the Governing Body must be made available on request.

9. No intoxicating liquor shall be brought or consumed on school premises or any part thereof.

10. (a) No musical works in the repertoire of the Performing Right Society may be performed in public on the premises except on payment to the Society of the appropriate fee, to be organised by the hirer.

(b) No lecture, play, opera, dramatic or musical or other work in which a copyright subsists shall be delivered or performed on the premises unless the consent of the owner of the copyright has been previously obtained by the hirer and all necessary fees paid. No performance of any gramophone or other record in which any copyright subsists shall be given on the premises unless the previous consent of the Phonographic Performance Ltd., or other owner of the copyright has been obtained by the hirer and all necessary fees paid. The hirer must make his/her own inquiries as to the existence of any such copyright as aforesaid. Proof of permission to use the piece of work must be shown to the Governing Body of the school at the time of booking.

(c) The hirer and the guarantor shall indemnify and keep indemnified the Governing Body from and against all costs, claims and demands which may be made against the Governing Body for any breach or infringement of copyright.

11. The Governing Body may cancel any permission granted to use the premises:-

(a) If it should appear that the same or any part thereof will be required for public or official purposes whether of the Borough of Poole or Governing Body or otherwise or by anybody or person having a statutory right of user.

(b) If any damage has been caused to the premises or to any property of the Council thereon by reason of any previous use of the premises by the person or body now wishing to use the premises.

(c) If a breach of the requirements of the Borough's licensing conditions in connection with public dancing, music or other public entertainments occur.

(d) If, for any reason, the Borough of Poole deem it necessary or expedient to cancel the license or permit.

(e) If, for any reason, the school is closed, no compensation shall be payable by the Governing body, to the hirer or any other person by reason of any such cancellation.

- (f) If the school needs the whole premises for regular occurrences such as parents evenings.
12. No person under the age of 16 years is permitted on the premises without adequate adult care and supervision in accordance with the school's Child Protection/Safeguarding Policy based on the Children Act (2004) Safeguarding regulations.
13. The right of access to all parts of the school premises whether or not included in the permission for user is reserved to the Governing Body or any officer authorised by them or any of them and the hirer shall not obstruct or interfere with this right.
14. Furniture, including chairs, must not be removed from the school premises or for use either on the playing field or playground or in any other building outside the school unless prior permission has been applied for and granted by the Governing Body.
15. No advertising may be placed in any area of the school premises without the direct permission of the Head Teacher of the school.
16. If the terms and conditions of hiring are contravened in any way, the Governing Body reserves the right to cancel any permission for further use and will inform the hirer in writing. In such event, the hirer will not be entitled to any compensation or refund of any payment made in respect of such use.
17. It is the responsibility of the hirer to ensure that any area of accommodation used in the course of the letting is left in the condition in which it was found and is maintained in a safe condition during the letting.
18. It will be the responsibility of the hirer to pay any costs that the school may incur due to either of the fire or intruder alarms being activated by the hirer and the schools security company having to attend the school.
19. A right of entry to any and all parts of the school buildings and grounds is reserved for the Governors and Staff of the school and any Police, Ambulance or Fire Officer in the course of his duty at all times during the hiring.
20. Animals are not permitted to enter the school or its grounds without prior written approval from the school.
21. All exits and emergency exits must be kept clear and unobstructed at all times.

### 3. CONDITIONS OF USAGE

1. Any movement of furniture required must be undertaken by the hirer under the direction of the caretaking staff of the school. No furniture or apparatus is to be used without prior permission.
2. The authorised hirer is responsible for those attending the function and in particular for leaving the site in a quiet and orderly fashion by the time stated in the booking agreement. All litter must be removed from the site after the letting has been completed.
3. 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.
4. If the hirer is responsible for unlocking, locking and setting an alarm, then only agreed named personnel can be responsible for this. The details on how to do this are not to be passed to any other person without prior agreement with the school.
5. No alcoholic drinks may be sold or consumed on the premises.
6. The hirer is responsible for the protection of the premises from damage and the good behaviour of all associated users.
7. The hirer is responsible for ensuring that all areas are left clean and tidy as found. This includes all outside areas as well as indoor areas. If this is not found to be the case the hirer will be charged a penalty sum to cover costs of any repairs or cleaning required.
8. 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.
9. The school and Borough's No Smoking Policy must be adhered to at all times in any part of the school building or premises.
10. The hirer must report to a member of the school staff at the beginning of any let.

11. The hirer must take out public liability insurance cover as part of their booking agreement unless proof of equivalent adequate insurance is shown to the school.
12. The hirer will adhere to all aspects of our lettings policy at all times through the procedure of applying for and accepting a let on our premises.
13. The hirer's signature on the application form confirms his/her agreement of the above conditions of booking and all other aspects of our school Lettings Policy.
14. The hirer will adhere to all Health and Safety requirements as required by the school.
15. Any equipment brought by the Hirer onto the school premises **MUST** comply with the LA code of practice for portable electrical equipment. Equipment must have a certificate of safety from a qualified electrical engineer. This must be notified in the application.

### **Child Protection/Safeguarding**

**Bearwood Primary and Nursery School takes seriously its responsibility to safeguard and promote the welfare of children and young people.**

1. All children will be supervised at all times by their carers except where children are attending an organised group or recognised extended school activity/ies.  
Hirers should have due regard for the school's Child Protection/Safeguarding Policy, based on the Children Act (2004) Safeguarding regulations.
2. Hirers providing services to children, whether pupils at the school or others, must have policies and procedures in place to ensure children's safety, and must provide evidence of these to the school e.g. Child Protection/Safeguarding Policy, Use of Mobile Phone Policy, DBS Checks.

## 4. BOOKING PROCEDURES

1. Applicants should fill in an application/booking form and return to the main school office.
2. The person signing the application form (from then on known as "the Hirer") is responsible for all aspects of the let.
3. By signing the application form, the person signing is acknowledging and agreeing to adhere to all aspects and conditions of our school's lettings policy.
4. A signed application does not guarantee the booking will be granted.
5. Where the application for a let is accepted, the applicant will be sent a letter provisionally confirming the let and if required, an invoice to cover the cost of the let and any additional returnable deposit required.
6. The hirer should then pay the booking invoice, in full, 5 days prior to the date of the let, and ensure that they receive a receipt of payment. This will then confirm the booking agreement. Any returnable deposit required (i.e. for special functions) must be paid immediately within 72 hours of the date the booking form was sent. Failure to pay the invoice and returnable deposit (where required) will result in the application for the let becoming void.
7. Where deposits are paid, the hirer must ensure that he/she meets the representative of the Governing Body (usually the Office Manager) and signs for the conditions of the building on arrival.
8. Proof of adequate Public Liability Insurance should be shown to the school (and a photocopy will be taken for the records) along with a copy of the Hirers Child Protection/Safeguarding Policy.
10. Any requests for amendments to the booking must take place at least 5 days prior to the date of the let. Where amendments are agreed, an additional administration charge of £10 will be payable, if applicable. The hirer must not presume that any amendment will automatically be agreed. Confirmation of any amendments will be sent to the hirer in writing.
11. The Governors and the School reserve the right to vary or waive any fee in exceptional circumstances.





## BOOKING TIMES

1. All booking times will be agreed in advance and must be adhered to.
2. There will be no access to the premises before the commencement of the period. Hirers must allow sufficient time for preparation before the event when booking the time of the left.
3. Hirers must have left the premises by the end of the booked period. Sufficient time must be included to allow for clearing away and for all participants to leave the premise by the end of the booked period.
4. Availability of premise is negotiable. Please contact the school to find out the current hours of access.
5. This policy is valid until 24<sup>th</sup> July 2018 and will be reviewed during July for the school year 2018/2019.

## **CANCELLATIONS**

1. The *Governing Body* must be notified of any cancellation at least 5 days prior to the date of let. However, notification at the earliest possible time is appreciated.
2. Where notification of cancellation is given less than 5 days prior to the arranged date of the let, the hirer will not be entitled to any refund.
3. Where a cancellation is made by the *Governing Body* of the school, the hirer will be entitled to a full refund. The *Governing Body* will endeavour to notify the hirer at the earliest possible moment, 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.

**NB.**

- a. The above conditions apply for cancellation of total or part of a booking.
- b. Where the Hirer makes a permanent cancellation during the course of a letting agreement, the Hirer will receive a refund for any outstanding sessions.

## **5. CRITERIA FOR PRIORITY WHEN DECIDING WHO TO LET TO**

The criteria for bookings will be decided on by the *Governing Body of Bearwood Primary and Nursery School*. The school will give precedence to the following groups:

- Extended school activities
- Children's, Youth and Parent groups from the school community
- Voluntary organisations within the schools community
- Others living in the school's local community

## **6. COMPLAINTS PROCEDURES**

### **1. What if the school has a complaint about our group/organisation?**

If the school has concerns about a let the following procedures will be followed:-

1. A representative of the Governing Body will verbally raise the concern with the named Hirer.
2. The situation will be monitored for two sessions to allow the issues to be addressed.
3. If the situation remains unresolved, the Hirer will receive written notification of the concern and a further two sessions will be given to allow the Hirer to address the situation.
4. If the matter remains unresolved, the Hirer will receive formal written notice of termination of the booking agreement.

**NB.** If the Hirer blatantly breaks the conditions of usage, the let can still be terminated immediately.

### **2. What if I, as the Hirer, have a complaint about my let or booking agreement?**

If you as the Hirer, have a complaint or concern regarding your let, the following procedures should be followed:-

1. Talk to the named representative of the Governing Body and discuss the problem. Allow 5 working days for the situation to be resolved.
2. If still unresolved, the hirer should notify the Governing Body through the Head Teacher in writing and allow 5 working days for the situation to be resolved.
3. If still unresolved the matter will be placed on the agenda of the next appropriate committee of the Governing Body. (If the concern needs urgent attention, a special meeting of the group will be convened.)

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4. If still unresolved, the matter will be taken to the next full *Governing Body* meeting and the Hirer will receive a written response from the *Chair of Governors* detailing the outcome.

### **3. What if a third party complains?**

1. If the school receives a complaint from a third party the *Governing Body* will be notified of the complaint.

2. The matter will be investigated by a representative of the *Governing Body* and a written response will be sent to the complainant within 10 working days, in accordance with the school's *Complaints Procedure*.

3. If any further correspondence is received, the matter will be placed on the agenda of the next appropriate *Governing Body* committee. A final response will then be sent by the *Chair of Governing Body* explaining the final outcome.

## APPEALS PROCEDURE

1. If a Hirer has a letting agreement withdrawn, they have a right to appeal to the *Governing Body*.
2. The appeal should be made in writing and will be presented at the next full meeting of the *Governing Body*.
3. The Hirer will be informed of any action and/or decision taken by the *Governing Body*.
4. The *Governing Body's* decision is final.

## BOOKING PROCEDURES CHECKLIST

1. Issue Application, Conditions of Usage and Booking Procedures to the potential Hirer (as attached).
2. Receive completed application form (mark date of receipt).
3. Assess suitability of applicant.
4. Check availability of premises.
5. Check availability of any school staff that may need to be involved i.e. keyholders.
6. Book let into diary with hirer's contact number.
7. Send invoice for booking.
9. Receipt of deposit/payment in full.
10. See and copy Public Liability Insurance details.
11. Copy Child Protection/Safeguarding Policy and details of any other policies relating to Child Protection and Safeguarding as applicable.
11. Send receipt of payment to the hirer.
13. Confirm booking in diary with *General Manager*.
14. Send receipt to hirer and confirmation of booking.



## ADDITIONAL CONDITIONS OF USAGE

### **The use of the playing field for football clubs**

The use of the playing fields will be subject to the suitability of the pitches for play on the day of hire.

1. The hirer will be held responsible for his own legal liabilities in respect of any damage caused to any part of the field.
2. The hirer should check the toilets on arrival and finish. It is their responsibility to leave the toilets in a tidy condition.
3. Boots are to be removed outside of the toilets.
4. No parking of cars is permitted on the field.
5. Animals are not permitted on the play field or school grounds, except by special arrangement for assistance dogs.
6. Keep out of the sand pits and do not allow anyone to play on the fixed playground equipment.
7. The decision on whether the pitches are in a suitable state for playing on will be decided between the hirer and the school. On occasions when the weather has been bad for a period of time, the school may make the decision in order to allow for the pitch to recover.