

Bushey Heath Primary School

Letting Policy & Procedures

A vibrant school inspiring children to realise their potential

Bushey Heath Primary School welcomes the letting of the school premises to other groups and organisations in the community particularly where activities relate to children and/ or families. However, the use of the premises for school functions will always take priority over lettings.

GENERAL

- The Governing Body delegates to the Headteacher the day-to-day management of lettings, including pricing discretion, starting/terminating agreements and arrangements for security and cleaning.
- The school Office Manager is responsible for the administration of school lettings, in consultation with the Headteacher. The school will retain income derived from lettings. Moneys will be paid into the school general account.
- The school premises will not be let to individuals or organisations if there is reason to believe that the name of the school will be brought into disrepute.
- The school premises will not be let for functions where a Public Entertainment Licence is required.
- All persons hiring the school premises will be expected to conform to the relevant Health and Safety regulations.
- Hirers must comply with the no-smoking rule for the school site.
- The Hirer or a nominated responsible person must be in attendance throughout the duration of the hire.
- The Hirer is responsible for maintaining order throughout the period of hire and shall ensure that events are properly supervised, with sufficient stewards if so required.
- The Hirer will ensure that the event or its guests do not cause a nuisance to the local community.
- The governors wish to encourage the use of the school premises by the local community – after statutory lettings (e.g. elections), priority will be given in this order to:
 1. PTA or Friends of the School
 2. Groups that benefit the children
 3. The After School Club
 4. Education groups
 5. Private hire

KITCHEN

The kitchen facilities may be used after due consultation with the cook. An additional charge may be incurred.

- All food preparation should conform to statutory guidelines for the safe preparation of food for consumption.

FINISHING TIME

The time to be off the premises will be no later than 11:30pm Friday/Saturday and 11.00 pm the rest of the week. On Sundays and Bank Holidays, the letting must end at 10pm.

All hirers will be given a copy of:

- Terms and conditions of hire booklet – LT02

Terms & Conditions of Hiring School Accommodation

Application

The Hirer must be an individual, and **over 18 years of age**.

All applications for hire must be addressed to the School Office.

The School will hold provisional bookings for a period of **5 working days**.

The Hirer must complete the Lettings Application Form, **at least 7 days** before the proposed hire.

The Hirer must state the purpose for the hire.

The Hirer must pay the full fee for the booking **no later than 6 weeks** prior to the date of use.

If the hire is **less than 6 weeks away** from the date of application, the full fee will be payable at the time of the application.

For block bookings, full payment will be required in advance of the start date of the series of hires, in accordance with the above notice periods.

A refundable deposit will be required to cover damages and other losses that occur during the period of hire.

The school reserves the right to refuse any application.

The Hirer will not sub-let or assign any part of the accommodation and shall not use it for any other purpose than that for which it has been hired.

The Hirer will at all times allow access to the premises and services to school or council staff to perform any duties other than participate in the activity taking place.

No items likely to cause damage to floors, walls and equipment must be brought into the school without the Hirer having taken adequate protective measures. In case of doubt, the school must be informed at the point of hire, and the items should only be brought into the school once permission is granted. The Hirer will be responsible for any damage caused to floors, walls, or equipment even if protective action had been taken.

The Hirer shall upon request provide a copy of the programme of any entertainment given by the Hirer. Once approved, the entertainment provided must conform to the programme.

No copyright dramatic or musical work shall be performed without licence from the owner of the copyright and all such licences shall be produced on demand to the School or any duly authorised officer of the council. The Hirer shall indemnify the school against any infringement of copyright that may occur during the hire. As a rule, all Performing Rights Society conditions must be adhered to when musical works are being performed.

No Alcohol is to be consumed on school premises without express permission from the Governing Body or Headteacher. Such requests must be made at the time of application.

The Hirer must ensure that the number of people attending a function /activity does not exceed the maximum permitted for the hired accommodation.

The hirer shall provide, at his own expense, all items of furniture or equipment which are not available within the school.

Where school furniture or equipment is used, the hirer will ensure that all items are returned back to the storage areas.

The Hirer is not permitted to use any form of fixings, such as nails, tacks, bolts, that damages the fabric of the building.

The Hirer is not permitted to make any alterations or additions to the fabric of the building.

The wearing of stiletto or metallic heels is not allowed in any area without carpeted floors.

The hirer must leave the accommodation in the condition in which it was hired. Additional cleaning and damages may result in the loss of deposit.

The school is not responsible for any loss or damage to personal possessions whilst on the premises.

The School lets out part of its premises and related equipment for public use outside normal school hours. These lets are short term and generally charged on an hourly basis.

The premises available for hire are:

- **Hall**
- **Classrooms**
- **Football Pitch**
- **Dining Hall & Kitchen**
- **Dining Hall**
- **Playground**

The School's Sports Facilities are also available for the use by the public and is dependent on the available facility. Other areas of the school may be available for hire on request.

Each let is made on the hirer's acceptance of the terms and conditions of hire as noted below. Hire of accommodation form and leasing application form must be completed before letting takes place.

INSURANCE

The school has taken out a public liability insurance THIRD PARTY HIRERS (TPH) annually, whereby all hirers can be covered on payment of 5% of the cost of the hire. In the case of low level letting fees the insurance premium must never be less than £1.00 per session. The school collects the premium and records it. We then hold it 'in trust' for the insurance section. At the end of August every year, this is then paid by cheque.

Each individual hirer can take out their own public liability insurance in which case they must show a copy of the cover note to the Business Manager or Headteacher. This must be for a minimum of £5 million (current County standard).

It is not necessary for hirers entitled to Free Lettings to take out their own Public Liability insurance. Free Lettings are automatically covered by the County Council's blanket policy.

Termination & Cancellation

The school may at any time, without notice, cancel any booking, in which case the hirer will be reimbursed the full amount paid for the booking. The school will not be held responsible for the loss of any estimated income or actual expenses arising from the cancellation.

Cancellations by the hirer will be accepted but will incur charges based on the length of notice given. Refunds of fees will be as follows:

- **More than 6 weeks notice - Full refund of fees paid to the date of cancellation.**
- **6 to 4 weeks notice - One third of the fees paid.**
- **Less than 4 weeks - No refund**

The school can at anytime during the hire, or in the period prior to the hire, terminate the hire without notice if the hirer is in breach of the conditions of hire.

Calculating Charges

The governors determine their own charges for all lets taking into consideration basic running costs, e.g. heating, caretaking and cleaning, etc. These rates are reviewed by the Finance Committee on an annual basis, usually as part of the budget setting process, and the new rates approved through the Governing Body as recorded in their minutes. The new rates are normally implemented from the start of each academic year.

The school is expected to apply the governor approved rates for all hirers to the school. However, to promote community use, the Head Teacher may use their discretion to give a 10% discount. This must be recorded with the hirers' records.

The governing body reserves the right to increase charges for the use of the accommodation at any time prior to the hiring after giving one month's notice in writing of its intention to do so. After such notice, the Hirer shall be entitled to terminate the hiring by notice within one week of receiving the notice of increase.

Charges are based upon the length of time the school is required to be available to the hirer, including preparation and clearing up.

VAT is only chargeable if the apparatus in the hall is used.

Scale of Charges

| Facility | Charge Rate During Normal School Opening Hours | Surcharges | Capacity |
|--|--|---|----------|
| Hall | <u>£15 per hour</u> | <u>£35 per hour</u> | |
| Football Pitch | <u>£10 per hour</u> | <u>£10 per hour unattended*</u> <u>£20 per hour attended</u> | |
| Classroom | <u>£15 per hour</u> | | |
| Dining Hall & Kitchen/cooking facilities | <u>£15 per hour</u> | | |

| | | | |
|--------------------|----------------------------|--|--|
| Dining Hall | <u>£10 per hour</u> | | |
| Field Room | <u>£15 per hour</u> | | |

*Some reputable and long standing field Hirers may be allowed the use of a gate key to allow unattended entry to the field. Please note no access to buildings will be available.

Procedures

On receipt of a request for a hiring the school will:

1. Advise hirer of lettings charges
2. Ask hirer to complete form LT01
3. Request a copy of the hirers insurance covering £5 million (public liability)- to be placed on file, or to pay 5% of the lettings charge to be covered by the schools HCC Insurance
4. Give hirer form LT02
5. Record hirers on our internal lettings form

Sports Lettings

All sports activities will be charged VAT except where the hirer meets exemption criteria. Further information is available upon request.

All sports hirers who classify themselves as a club or organisation will be required to sign a membership declaration form and it will be checked with the VAT section in County (01992 555365)



APPLICATION TO HIRE ACCOMMODATION AND/OR SERVICES (LT01)

NOTE:

- (1) Submit applications to the Headteacher at least 14 days in advance of hiring.
- (2) Use a separate form for each date unless the accommodation required is the same.

(3) Please complete form in BLOCK LETTERS.

SCHOOL: BUSHEY HEATH PRIMARY SCHOOL NO. 678

FULL NAME OF ORGANISATION:

NATURE OF FUNCTION:

DATE(S) REQUIRED

SEATING REQUIRED FOR: _____ (See Condition No.5 of TERMS AND CONDITIONS BOOKLET – LT02)

| | Tick If Req'd | Preparation Time | | Function Time | | Clearing Time | | For Office Use | |
|------------------------------|---------------|------------------|----|---------------|----|---------------|----|----------------|-----|
| | | FROM | TO | FROM | TO | FROM | TO | £ CHARGE | VAT |
| Accommodation | | | | | | | | | |
| Hall | | | | | | | | | |
| Classroom(s) | | | | | | | | | |
| Dining Room | | | | | | | | | |
| Kitchen | | | | | | | | | |
| - beverages/washing up | | | | | | | | | |
| - meals | | | | | | | | | |
| Sports Hall | | | | | | | | | |
| Playground | | | | | | | | | |
| Playing Fields | | | | | | | | | |
| SERVICES | | | | | | | | | |
| Stage Lighting | | | | | | | | | |
| Amplifying Equipment | | | | | | | | | |
| Piano | | | | | | | | | |
| Other Equipment if available | | | | | | | | | |

*** PUBLIC LIABILITY INSURANCE**

The Hirer is required to hold Public Liability Insurance, and to let the school have a copy of the cover notice prior to the hiring. If this is not produced, then the school will arrange cover in advance of the hiring and a charge will be made.

No hiring should take place without this insurance cover arranged either by the Hirer or through the school.

| | |
|-----------------------------|---|
| CHARGE PER OCCASION | |
| *HIRER INSURANCE FEE | |
| TOTAL VAT | - |
| TOTAL CHARGE | £ |
| DEPOSIT REQUIRED | |

N.B. if any of the above services are to be used, the Head must be satisfied that a competent operator and/or electrician is in charge before such use commences. An extra charge is made for these services.

I have read the Terms and Conditions booklet, which I accept on behalf of the organisation named above. I wish to apply for the use of the accommodation and/or service specified above and any special conditions required. I agree to pay the charge according to the scale in force at the date of hire. I am over 18 years of age.

SIGNED (ORGANISER) _____ NAME:

ADDRESS:

DATE _____ CONTACT TELEPHONE NO.

NAME AND ADDRESS OF PERSON TO WHOM ACCOUNT SHOULD BE SENT IF DIFFERENT TO ABOVE:-

| |
|--|
| <p>FOR OFFICE USE</p> <p>AUTHORISATION OF HIRE signed _____ DATE _____</p> <p>DATE RENDERED _____ A/C No. _____</p> |
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Terms and Conditions under which Accommodation and Services can be Provided (LT02)

(Referred to in the Application to Hire Form – LT01)

Hirer's Checklist

Contact the school for clarification and any of the points made below.

- Thoroughly read the Terms and Conditions of Hire booklet **LT02**
- Sign the Application to Hire form **LT01** confirming your full compliance with the terms and conditions of hire in **LT02**, and return form **LT01** to the school
- **Check you are covered by the school's Public Liability Insurance for Hirers – if not you will have to provide your own Public Liability Cover as a condition of Hire**
- Ask the school for details of their Public Liability Insurance Scheme for Hirers if you would like this
- If you are providing your own insurance, send a copy of your cover note to the school before the hire period
- If alcoholic drinks are being provided you must:
 - inform the school at the time of booking
 - **obtain a Drinks Licence from a Local Magistrate (giving at least 2 months' notice) or ask a Publican to obtain a licence (giving at least 6 weeks' notice)**
 - notify the local police one week before the event
 - ensure no alcohol is supplied to persons under 18
 - ensure no one is admitted to the function after 10:30 pm

nb. Licensees are responsible for running the bar and its conduct

- if you are arranging a Public Performance such as a play, concert or dance and in the event of tickets being sold at the door or paid at the door:
 - **obtain an Entertainment's Licence from your local District or Borough Council well in advance of the event allowing a minimum of 28 days. For further clarification, please contact your District or Borough Council.**
 - Ensure copyrights are not infringed and all appropriate returns are made to the Performing Rights Society (PRS) and Phonographic Performance Ltd (PPL).
- If you are using kitchen facilities check you have received 'Guidelines for the Safe Preparation of Food **LT03**' from the school, and have discussed your catering requirements with Head of Kitchen prior to the hiring.
- If you are hiring a swimming pool ensure that you have read and can abide by the guidelines outlined in Hertfordshire County Councils, Safe Practice in School Swimming as well as the Health and Safety Executive's publication 'Safety in Swimming Pools', a copy of which should be available from the school or the English Sports Council – Publications.
- Ensure that all your activities including pre-publicity of the event conform to statutory fair trading controls (contact Trading Standards Department 01438 737300 or hertsdirect.org for further details)

Maximum Capacity for school functions

- there are no broad guidelines as each school is individually assessed.
- the school should either arrange for the Local Licensing Officer to visit them independently or by contacting the local Fire Protection District Manager with the Fire Brigade.
- advice will be given on the number/siting of exits, evacuation speed and occupancy figures.

- Advise on capacity calculations are also available in the Education Health and Safety Manual on Hertfordshire Grid for Learning or by referring to the Fire Safety Risk Assessment Guidance available from the Department of Communities and Local Government.

1. CARE OF THE PREMISES

- 1.1 The Hirer shall indemnify the school and the County Council from and against all costs, claims, expenses or damage incurred or suffered by the school or County Council arising either directly or indirectly out of the use by the Hirer of the hired accommodation and equipment at the school
- 1.2 The Hirer is required, in addition, to take out Public Liability Insurance, and to let the school have a copy of the cover note in advance of the hiring, unless they purchase cover through the school's annual Public Liability Insurance policy.
- 1.3 Reasonable care shall be taken to protect any surface or equipment, which is likely to suffer damage as a result of hire. Even though the cost is repaid to Governors and County Council, considerable inconvenience is caused for other persons wishing to use the building.
- 1.4 The Governors wish to emphasise, therefore, that it is the responsibility of the Hirer to ensure that maintenance of order, and in particular the clearing of the premises at the end of the function. Any misconduct by any person attending the function may result in the Hirer and his/her organisation being refused further bookings.
- 1.5 If the premises are not fully vacated by the time given for the function to end, a surcharge will be made for extra time.
- 1.6 The Caretaker on duty, or some other person designated by the Headteacher of the school is responsible to, and the representative of, the Governors for the care of the premises.

2. PRIVATE PROPERTY

No responsibility can be accepted by the Governors or the County Council for loss of, or damage to, any property, which may be brought onto the premises as a result of the hiring.

3. PAYMENT

- 3.1 When the booking is made, the Hirer shall pay 10% of the hire charge by way of a deposit. This will not be returned in the event of a cancellation by the Hirer.
- 3.2 Payment of the balance of the full amount of the charge for the use of the accommodation and services shall be made not later than ten working days before the date on which the accommodation and services are to be used by the Hirer.
- 3.3 The Governors reserve the right to refuse any application or terminate the agreement at any time for non-payment.

4. INSTALLATIONS AND USE OF PREMISES

- 4.1 The Hirer shall not permit any interference with the gas system, pipes, electric wiring, lights switches, or other installations of the school without the previous consent of the Governors in writing.
- 4.2 No nails, screws, adhesive or adhesive tape shall be fixed to the floor, walls, ceilings or any other part of the building nor shall any platform or other erection, or any decoration be put up without the previous consent of the Governors in writing.
- 4.3 The Hirer shall confine his/her activities to the accommodation and equipment hired, and is not to use any other part of the school except insofar, as is necessary for access purposes.
- 4.4 Users of premises must remember that the school is primarily intended for education and much trouble and work will be saved if the premises are treated with care and respect. Work and equipment should not be touched, and furniture moved only when necessary and replaced in its original position unless otherwise directed.
- 4.5 The hire of a particular room will normally include the use of the furniture usually present in the room without further charge, but at the end of the let it is the Hirer's responsibility, under the direction of the Caretaker or other representative of the Governors, to move the furniture back to its original position or to such a place as will facilitate cleaning (usually this will mean stacking it to the side). Failure to do this may result in an extra charge for the additional time spent in cleaning.
- 4.6 Hirers must comply with no-smoking requests.

4.7 No application will be granted for any purpose, which may jeopardise the insurance of the school.

5. MAXIMUM ATTENDANCE

5.1 For information on the maximum number of persons to be admitted to a meeting contact your Local Licensing Officer (address available from the school)

- **there are no broad guidelines as each school is individually assessed.**
- **the school should either arrange for the Local Licensing Officer to visit them independently or with the local Fire Protection District Manager who will provide advice will be given on the number/siting of exits, evacuation speed and occupancy figures.**
- **advise on capacity calculations are also available in the Education Health and Safety Manual on Hertfordshire Grid for Learning or by referring to the Fire Safety Risk Assessment Guidance available from the Department of Communities and Local Government.**

5.2 The number of chairs suitable for adults in Primary schools is usually less than the maximum capacity of the hall. Subject to 5.1 additional chairs may be brought in by the Hirer at his/her own expense. The Headteacher should be consulted about times of delivery and removal.

6. USAGE OF SCHOOL PREMISES ON SUNDAYS OR BANK HOLIDAYS

No application for the use of the premises shall be granted for Sundays or Bank Holidays, except with the consent of the Chairman of the Governing Body. Where consent is given, the use of the school premises end at 10:00 pm. An extension of this may be approved in special circumstances and prior notice should be given.

7. TERMINATION

7.1 If the Governors are required by prior arrangement or by law to provide accommodation for any person or purpose, the right is reserved to cancel at any time any conflicting arrangement for the hiring of any or all of the accommodation or services, even if the hiring has previously been confirmed by the Governors.

7.2 The Governors reserve the right to terminate any letting without notice where complaints are received as to the use of the premises by the Hirer.

7.3 The letting shall automatically be terminated by any breach of the conditions contained herein.

7.4 The Governors and County Council also reserve the right to terminate any letting at any time prior to, or during, the hiring where it is considered that the use of the premises is likely to occasion a risk of disorder or damage or injury to persons or property.

7.5 In the event of any cancellation or termination of a hire by the school for the reasons above or for any other reason (e.g. failure in the heating arrangements), a proportionate part of the payment (or in the case of cancellation before the hire starts, the whole payment) representing the payment for the unexpired period of the letting shall be refunded to the Hirer. Any such refund shall be accepted in full satisfaction of any loss or damage caused by the cancellation and the Governors and County Council shall have no further liability in that respect.

8. CHANGES IN CHARGES

The Governors reserve the right to change the charges for use of the accommodation at any time prior to the hiring, including after the acceptance of the application form and 10% initial payment, after giving one month's notice in writing of their intention to do so. Once the Governors have given notice of a proposed increase, the Hirer shall be entitled to terminate the hiring by notice in writing within one week of receiving the notice of the change, and any deposit paid shall be refunded.

9. FAILURE TO USE ACCOMMODATION

In the event of the accommodation and/or services not being used by the Hirer, or not used in full as booked, no money that has been paid shall be refunded apart from the deposit, providing there are no damages.

10. USE AND TIMES

The Hirer shall not use the accommodation and/or services for any purpose other than that specified on the application to hire form, and shall neither enter the premises before, nor leave them after, the times stated on the application form.

11. COPYRIGHT

It is the responsibility of the Hirer to ensure that he/she complies with all the requirements of the law referring to copyright (including returns to the Performing Rights Society 0845 309 3090) and ensuring the appropriate licences from the Phonographic Performance Ltd (020 7534 1070).

12. PUBLIC PERFORMANCES etc

- 12.1 If the nature of the function for which the premises are used is the public performance of a play, music, dancing or any other activity for which a licence is required, it is the Hirer's responsibility to ensure that an appropriate licence is secured and that the Hirer complies with its conditions. The school may have taken out an annual licence for public music and dancing, in which case a separate application is not required, but it is the Hirer's responsibility to confirm that this is the case.
- 12.2 Forms of application for an Entertainment Licence may be obtained from the respective Borough Council or District Council offices, allowing 28 days' prior notice (see 5.1 above).

13 ALCOHOLIC DRINKS

- 13.1 If alcoholic drinks are to be served at a function:
- 13.2 The Hirer must inform the school of this at the time of booking the accommodation.
- 13.3 The Hirer must also inform the local Chief Officer of Police at least one week before the event.
- 13.4 No person may be admitted after 10:30 pm.
- 13.5 Adequate supervision must be provided at both the main entrance and all other doors, including fire exits.
- 13.6 If alcoholic drinks are to be sold, it is the Hirer's responsibility to ensure that an appropriate licence is obtained and that there is compliance with its conditions.
- 13.7 In order to obtain a Drinks Licence the Hirer should either contact a Local Magistrate (giving at least 2 months' notice) or ask a Publican to obtain a licence (giving at least 6 weeks' notice)
- 13.8 The Hirer's attention is particularly drawn to the legal prohibitions on supplying alcohol to persons under 18 years of age.

14 USE OF KITCHEN FOR THE PREPARATION OF MEALS

- 14.1 It is advisable for the Hirer to discuss their catering requirements directly with the Head of Kitchen before the letting.
- 14.2 The Hirer's attention is drawn to the 'Guidelines for the Safe Preparation of Food LT03' which is available from the school

15 OUTSIDE EQUIPMENT

- 15.1 The Hirer shall not use any loudspeaker system or other equipment outside the premises without having obtained the prior written consent of the Governors.

16 RACE RELATIONS ACT 1976

- 16.1 The hirer must:
- 16.2 Read the terms of Section 71 of the Race Relations Act 1976 (see 17.5)
- 16.3 Undertake to use their best endeavour to ensure nothing occurs during or in consequence of the hiring which would prejudice the Governors' or the County Council's obligations under Section 71 or other sections.
- 16.4 Be aware that the Governors and the County Council reserve the right to refuse future applications if this undertaking above is not met.
- 16.5 "Section 71: Without prejudice to their obligation to comply with any other provision in this Act, it shall be the duty of every Local Authority to make appropriate arrangements with a view to securing

that their functions are carried out with due regard to the need (a) to eliminate unlawful racial discrimination, and (b) to promote equality of opportunity, and good relations, between persons of different racial groups.”

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| Date Policy Reviewed/Amended: | February 2020 |
| Chair of Governors: | James Hughes |
| Headteacher: | Penny Barefoot |
| Review Date: | January 2021 |
| Reviewed by: | Full Governing Board |