

HOLYMEAD PRIMARY SCHOOL

Policy for Lettings 2021

Rationale

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.

Purposes

- To share with the local community, the school's accommodation and resources for the mutual benefit of all parties.
- To use income generated for the enhancement and improvement of school facilities.

Guidelines

- Safeguarding and the use of the premises for school functions will take priority over lettings. All applications for lettings shall be made on the *Standard Letting Application Form*, a copy of which is attached to and comprises part of this Lettings Policy.
- All lettings are subject to the “*Terms and Conditions for the Letting of the above premises*”, See Appendix 1.
- New lettings will be considered by the Head teacher in consultation with the Health, Safety and Premises Committee.
- The Finance and Staffing Committee and the Head teacher will set charges based on current costings and category of user.
- The school premises will not be let to individuals or organisations if there is reason to believe that the school name will be brought to disrepute or where an organisation or individual is not aligned with the ethos of the school.
- All persons will be expected to conform to the current Health and Safety and Welfare regulations including holding DBS certificates where working with children and vulnerable adults.
- All hirers must carry sufficient Third Party liability insurance to conform to Bristol City Council requirements.
- The Head teacher will decide into which category a letting falls, consulting with the premises committee if necessary, and then arrange that they should be invoiced by the school secretary.
- The caretakers of Holymead Primary School will be given first option to prepare and clean the premises ready for a letting and secure the building after the letting.

Category of users

There are two distinct categories of letting:

- Self-managed – activities that support the school or children directly or are a benefit to the school (Friends of Holymead events, after school clubs directly run by the school, staff training, and LA meetings).
- Community and commercial – activities that are a benefit to the wider community (after school clubs etc)

Charges for Lettings

The charges will be reviewed annually. See Appendix 2 for charges. The charging groups are as follows:

- Self-managed – there are no charges for these activities. The school will meet any modest costs for services such as light and heat.
- Community and commercial – The school is not able to subsidise such activities and a charge will be levied that meets the additional costs incurred by the school. This will include services (heat and light), staffing (caretaking and cleaning) and a contribution to wear and tear.

Appendix 1

Holymead Primary School

Terms and Conditions for Hire of Premises 2021

Administration of lettings

General

The Governors realise that it would be impossible for them to personally vet every applicant or organisation who wish to make use of the school premises. Accordingly, they have delegated authority to accept/ applications for hire to the following persons:

Headteacher or Business Manager (or in their absence the Deputy headteacher)

Applications

All correspondence and applications for the hire of any part of the school, the land within its ownership or control ("the Premises") or any of its facilities be made in writing directly to the Headteacher.

The Hirer

The Hirer must be over 18 years of age and must be the person signing the application form. If the application is made by a limited company or corporation the person signing must be duly authorised.

The Hirer shall be responsible for:

1. The payment of all charges and other costs of the letting ("charges")
2. Any costs arising out of hiring the premises
3. The observance and performance in all respects of these Terms & Conditions. When context so admits the expression 'The Hirer' shall include all persons who are permitted to enter the Premises for the purpose of the letting (including non-paying visitors)
4. First aid and accident reporting
5. Safeguarding including holding DBS clearance and reporting any concerns
6. Safe handover of children

Charges and Payment Terms

Unless otherwise agreed in writing the charges shall be at the published rates applicable on the date on which the Hirer's application is accepted.

The Governors reserve the right to charge for lettings which overrun the agreed time at double the Governor's published hourly rate for that letting.

Cancellation

The Governors reserve the right to cancel any letting if the letting conflicts for any reason with the School's educational activities or policies and in exceptional circumstances.

Hirers are recommended to insure themselves against such eventualities.

The Governors shall not be liable for any loss whatsoever sustained, or any costs or expenses incurred, by the Hirer in anticipation, or arising directly or indirectly out of any such cancellation of the letting by the Governors as described in the paragraph above.

Cancellation by the Hirer of a confirmed letting will only be accepted if a request to cancel is received in writing in advance and the following cancellation charges are paid on demand by the Hirer

15-30 days	25%
Less than 15 days	30%
Less than 48 hours	100%

The Hirers obligations

The Hirer has a duty of care and must provide the school with up to date DBS certification for the relevant adults who are providing their service.

The Hirer shall exercise all reasonable care in carrying out the activities, the subject of the letting ('the Activities'). The Hirer shall be liable for any injury to any person or loss or damage to any part of the Premises or to any property on the Premises resulting from any acts or omissions of the Hirer.

The Hirer shall only use those parts of the school (including agreed access points) equipment or materials belonging to the school that have been expressly authorised in writing by the Governors to be used by the Hirer.

In carrying out the Activities, the Hirer agrees at all times to abide by the reasonable instructions of the Governors or school staff and any written Regulations notified to the Hirer which shall be deemed to be incorporated in these Terms and Conditions.

The Hirer must familiarise themselves with the school's evacuation processes for fire/intruder/bomb alerts and carry out practise drills in a timely manner.

The Hirer shall not carry out any dangerous or hazardous activity or do or omit to do anything which may give rise to or result in a breach of any statute, regulation or other legal obligation having the force of law.

The school does not allow the use of bouncy castles of any sort.

The hirer shall not carry out the Activities on the Premises without obtaining such licences as may be required from any other body including, but not limited to, public music, dancing or other public entertainment, or for gaming. The Hirer shall be responsible for obtaining such licences as may be required and shall at all times comply with such conditions as may be specified in the licence.

The Hirer shall not without the prior written consent of the Governors bring onto the Premises any animals or equipment, substances or materials which may constitute a risk to Health or Safety.

The Hirer will be expected to carry out their own risk assessments for any activities that they provide, whilst on school premises.

It is a condition of this letting the Hirer shall not permit smoking or the consumption of alcoholic drinks, or the use of illegal drugs to take place on the Premises.

The Governors reserve the right to remove from the Premises any person who in the Governors opinion is undesirable or whose behaviour is unacceptable. The Hirer shall ensure that all persons who are permitted to enter the Premises for the purpose of the letting are made aware of the terms of these Conditions and any Special Conditions applying to any of the facilities.

Assignment or Sub-letting

The Hirer shall not assign or sub-let the letting without prior written consent of the Governors.

Termination

The Governors shall have the right to terminate the letting at any time if:
The Hirer is at any time in breach of these Terms & Conditions or any Regulations, or
Payment of any charges is not received in full by the due date whether demanded.

Liability and Insurance

The School and the Governors shall not be liable to the Hirer for any damage to Hirer's property unless caused by the negligence of the School, the Governors or staff. The personal possessions of the Hirer which are brought on to the Premises are entirely at the Hirer's own risk.

It is agreed by the Hirer that:

The Hirer shall indemnify the School from and against any loss or damage which the School may suffer as a result of any claim by any other person lawfully on the Premises (including but not limited to staff, members and visitors) and caused by the negligence, breach of statutory duty or breach of any of these Terms & Conditions by or on the part of the Hirer.

The Hirer will take out suitable liability insurance by either having insurance in its own name in a sum, not less than £10,000,000 in order to meet its liability under this clause. The Hirer shall prior to commencement of the letting provide evidence in writing to the Governors' satisfaction of any such insurance cover which the hirer may take out under this clause.

Parking

There is no vehicular access on site. Parking is on the road.

Variations

No member of staff is allowed to vary that in terms and condition from which the school premises are hired to either individuals or organisations nor deviate from the governors' published charging policy.

Lettings documentation

All formal hiring of the school premises, including those for which there is no charge is made, shall be properly documented. All hirers must complete a

lettings of hire agreement and are to receive a copy of the conditions of hire. The hire agreement is a contract, which the Governors may enforce at law.

Charges

The scale of charges is set out in Appendix 2.

Value Added Tax

The Governors are constrained by law to apply value added tax to all transactions where this is appropriate.

Minimum Charges and Deposits

The minimum hire period will be one (1) hour.

The Governors reserve the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

Cancellations

Governors will seek to recover any cost incurred by the school that are unavoidable and result directly from the cancellation of a letting. Details of the charges are shown in the scale of charges in Appendix 2

Payment Methods

The Governors are mindful of their responsibilities in safeguarding the school from bad debt. Therefore payment at the time of booking is the norm. Cheques or cash are both acceptable but cheques should wherever possible be supported by a guarantee card. In all cases where cash or cheques are paid over then an official receipt must be issued.

Extension of credit

The Governors will allow the extension of credit to bone fide local organisations and individuals where they are satisfied that these are credit worthy. In all the cases the governors reserve the right to withdraw credit facilities where prompt payment is not received. In all cases where credit is extended, an official County Council invoice will be issued. The Governors will not normally extend credit for lettings where the invoice value is less than fifty pounds (£50.00). The governors have chosen to delegate approval of credit facilities the Headteacher. In all cases where credit is advanced the invoice is to be raised at the time of booking. All invoices will be raised on a termly basis.

Security

The Governors will not normally insist upon continuous caretaking presence. However they reserve the right and delegated power to the Headteacher to insist upon caretaking presence where in her view the nature of the hiring may leave the school vulnerable to theft or damage.

Review of Policy

The Governors will review the policy each year and the scale of hire charges for the forthcoming year will also be reviewed and updated.

January 2021

Holymead Primary School
Appendix 2
Lettings' Charges 2021

The Keyholder is paid a fixed rate for the lettings. The rate for lettings' payments is B1, £9.30 per hour (including the Bristol living wage), plus on-costs (23.1%) making cost to school £11.38 (April 2020). There is no scope for enhancement of this payment.

If the let continues after 11pm on weekdays, or takes place on Saturday, Sunday or a public holiday, then the caretaker is paid time and a half.

Hire of Upper, middle or lower halls or classrooms is charged at £15 per hour (including utility costs).

Hire of the Holymead Hub is charged at £14 per hour (including utility costs) between the hours of 8a.m. and 6p.m. Monday – Friday subject to negotiation.

Hire of the Holymead Hub is charged at £20 per hour (including utility costs) between 6p.m – 11p.m subject to negotiation.

Lettings finishing after 11pm on weekdays incur the charge of £35 per hour, (up to 11pm normal charges).

Saturdays, Sundays or a public holiday will be £35.00 per hour subject to negotiation.

Childrens' parties will be charged at a flat rate of £75 for a 3 hour session on a Saturday or Sunday subject to availability

A charge of £40 per term can be applied at the discretion of the school for companies providing an after school club on a regular basis.

Each application will be viewed on an individual basis e.g. a heavy user rate may be charged if the hirer uses high level resources such as electricity or gas.