

Chapel Street Primary School



Lettings Policy

Prepared by: Michelle Cartledge
Approval date: 10th December 2018
Next review: Autumn 2019

Signed by: Headteacher:

Chair of Governors:

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.

A charge should be levied to meet the additional costs incurred by the school in respect of any lettings of the premises to ensure that the school budget share does not subsidise the cost of a letting – a charging policy is attached at Appendix A.

Definition of a Letting

A letting may be defined as “*any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of ‘Weight Watchers’)*”. 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.

Use of the premises for activities such as staff meetings, parents’ meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school’s delegated budget.

Administrative Process

Organisations seeking to hire the school premises should approach the Business Manager, who will identify their requirements and clarify the facilities available. A **School Letting Request Form** (Appendix B) should be completed at this stage, with the conditions of use attached (Appendix C and Appendix D for the After School Club). By signing the lettings request form the Hirer confirms his/her agreement of the conditions of use. 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 letter of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions (Appendix E). The letting should not take place until the signed terms and conditions have 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 A).

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the

letting might be held to be a business tenancy, which would give the hirer security of tenure.

Appendix A

CHARGING POLICY

The Governing Body is responsible for setting charges for the letting of the School Premises which is reviewed annually.

A charge has been levied to cover the following:

- Heat & light
- Additional caretaking & cleaning costs
- Administration costs
- Wear & tear

The charges for the academic year 2018-2019 are as follows:

During school hours - £7.50 per hour

Out of school hours (after 6pm) and weekends - £30 per hour



Chapel Street Primary School

Chapel Street, Levenshulme, Manchester. M19 3GH

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Email: admin@chapelstreet.manchester.sch.uk

Lettings Request Form - Term 2018/2019

NAME OF GROUP OR ORGANISATION:

NAME OF APPLICANT: _____
ADDRESS: _____
_____ POST CODE _____
TELEPHONE:
HOME _____ MOBILE _____

ROOMS REQUIRED:

NATURE OF ACTIVITY:

DATES OF SINGLE LETTINGS:

TIMES:

DATES OF MULTIPLE LETTINGS: (SPECIFY EXACT DATES)
DAY: _____ TIMES: _____ HOURLY RATE: _____

I confirm that the information given in this form is correct and I agree to accept the conditions outlined overleaf.

Signature of Applicant: _____ Date: _____

Letting Approved: _____ Date: _____

CONDITIONS OF USE

1. Application for a letting does not necessarily guarantee acceptance. All applications will be confirmed, or otherwise, by the School Business Manager.
2. Lettings will not be accepted for extremist groups or those who popularise hatred or intolerance of those with protected characteristics.
3. Short notice hires will not be authorised (short notice is classed as less than 2 weeks).
4. Organisations will be required to pay the letting charge if the premises are opened for the letting even if the letting does not take place. The Hirers must give a minimum of **14 days** notice of any cancellation. Any changes to the letting are at the sole discretion of the School and a formal written request must be made **14 days** before the Letting.
5. The School reserves the right to cancel or amend this letting in the event of the premises subsequently being required for school activities. In this event as much notice as possible will be given but the school will not be under any obligation to offer alternative accommodation.
6. The letting must be correctly supervised by the Hirers who will undertake to pay for any damage caused by their use of the premises and are responsible for their own third party liability cover. The Hirer will also indemnify the Governing Body and the LA (formally LEA) against any claims, prosecutions, actions, costs and demands arising from the letting.
7. Multiple Lettings: All accounts are payable within **14 days** from the date of the account. The school reserves the right to refuse the hirer subsequent admission to the premises if any account remains unpaid after this period.

Single Lettings: Payment for single lettings must be made to the school before the commencement of the letting.

8. If a letting over-runs the time booked, an additional charge will be made.
9. The school reserves the right to amend the charges giving **14 days** notice.
10. The hirer must make him/herself fully conversant with the fire drill for the premises and the position of appliances and emergency exits. He/she must also keep a register of members for Health and Safety reasons. In the event of an evacuation of the building the hirer is responsible for informing the **key holder** that all group members have been evacuated safely.
11. Once completed the School Letting Request Form should be returned to **the School Business Manager at Chapel Street Primary School, Chapel Street, Levenshulme, Manchester, M19 3GH.**
12. Failure to comply with the Conditions of Use may result in a letting being cancelled and may jeopardise any future application.

CONDITIONS OF USE – AFTER SCHOOL CLUB

13. The agreement is for the use of the dining hall and school kitchen from 3pm-6pm. All equipment and furniture used in the dining hall and kitchen must be left as it was found. In particular the kitchen must be left immaculately clean and tidy.
14. Children **must not** enter the school kitchen at any time.
15. It is your responsibility to ensure everything is switched off in the kitchen before leaving the premises.
16. The toilets just off the dining hall may be used.
17. The staff and children are not permitted to venture into any other area of the school, apart from the front and back playground and the wild area. Parents will collect their child/children via the door near the main office.
18. A minimum of **14 days'** notice is required for any cancellation. Any changes to the letting are at the sole discretion of the school and a formal written request must be made **14 days** before the letting.
19. The school reserves the right to cancel or amend this letting in the event of the premises subsequently being required for school activities. In this event as much notice as possible will be given but the school will not be under any obligation to offer alternative accommodation.
20. You will be required to pay for any damage caused by your use of the premises and you are responsible for your own third party liability cover. You are also required to indemnify the Governing Body and the LA (formally LEA) against any claims, prosecutions, actions, costs and demands arising from the letting.
21. All accounts are payable within **14 days** from the date of the invoice. The school reserves the right to refuse the hirer subsequent admission to the premises if any account remains unpaid after this period.
22. Additional charges will be made for usage outside of the 3-hour slot.
23. The School reserves the right to amend the charges giving **14 days** notice.
24. All the staff of the After School Club makes him/herself fully conversant with the fire drill for the premises and the position of appliances and emergency exits. He/she must also keep a register of members for Health and Safety reasons. In the event of an evacuation of the building the After School Club Team Leader is responsible for informing the **key holder** that all group members have been evacuated safely.
25. You will be required to sign the Terms of Condition on an annual basis.
26. Failure to comply with the Conditions of Use may result in a letting being cancelled and may jeopardise any future application

TERMS AND CONDITIONS

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 views that are contrary to the ethos of the school. 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 disclosure and barring check (previously known as a criminal records check - CRB) via the Disclosure and Barring Service (DBS). If a particular letting involves contact with the school’s pupils, all personnel involved must undergo a DBS check, in accordance with Manchester City Council policy. 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.

Any adults working with the school’s pupils (for example, at an after school sports club) must be appropriately qualified.

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.

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.

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.

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 £25 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

Neither the school, nor the Local Education 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

School equipment must only be used by explicit agreement included within the Hire Agreement and must always be replaced in the condition and location found. 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.

Electrical Equipment

Any electrical equipment brought by the Hirer onto the school site **MUST** comply with the LA code of practice for electrical equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the LA. The intention to use any electrical equipment must be notified on the application.

Car Parking Facilities

Subject to availability, the Hirer, and other adults involved in the letting, may use these.

Toilet Facilities

Access to 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, particularly in the case of sports lettings. Use of the school's resources is not available.

Fire Regulations

The person responsible for the security of the premises before, during and after the hire will explain the fire procedures to the hirer. The advice will specifically relate to emergency evacuation procedures, fire alarm points and fire fighting equipment, assembly points and roll call of personnel, location of telephone and how to summon the Fire Brigade and emergency services.

Food and Drink

No food or drink may be prepared or consumed 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.

Intoxicating Liquor

No intoxicants shall be brought on to or consumed on the premises.

Smoking

The whole of the school premises is a non-smoking area, and smoking is not permitted.

Copyright or Performing Rights

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Local Education Authority and/or the Governing Body against all sums of money which they may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

Sub-letting

The Hirer shall not sub-let the premises to another person.

Charges

Hire charges are reviewed annually and the current charge (excluding VAT) is set out in the **Lettings Request Form**.

Addition of Value Added Tax

In some circumstances, the Let will be a standard rated supply, and in others it will be an exempt supply.

If the supply is standard rated, VAT at the current rate (20%) should be added to the published hire charge.

Licences

The Hirer is responsible for obtaining all necessary licences, consents and/or permissions that may be required from any source in connection with this letting and the activity stated in the Lettings Request Form.

Variation of Scales of Charges and Cancellations

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Governing Body on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 14 days notice either way is given. It is the Hirer's responsibility to notify interested parties in writing (where appropriate) of any changes in dates or venues at least a week in advance.

Security

The Governors will hire and pay for a person to be responsible for the security of the premises before, during 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. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Governing Body of the school.

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 very 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.

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until a responsible adult collects them.

Promotional Literature/Newsletters

The Headteacher must sanction a draft copy of any information to be distributed to participants or through the school, a week prior to distribution by the Hirer.

Signed Hirer Date
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Signed on behalf of Chapel Street

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Date