Southville Primary School

**Lettings Policy**

Rationale

We would like to make our premises available for hire at times which are acceptable to the school and the people who work within it. However the quality of education provided for the children must not suffer in any way by letting the school premises.

Guidelines

* Use of the premises for school functions will take priority over all other lettings, however all lettings will be given at least two weeks’ notice of this.
* 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 Letting Policy.
* All lettings are subject to the Terms and Conditions for the Letting of the above Premises, a copy of which is attached hereto.
* New lettings will be approved by the Headteacher and Business Manager.
* The school 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 into disrepute.
* All hirers of the school will be expected to conform to the current Health and Safety and general data protection regulations.
* All hirers will be required to provide the school with a Risk Assessment at least one week before the letting takes place.
* All hirers will be required to update Risk Assessments every 12 months or when they make any change to how or what they are using the school for during the letting.
* All hirers will be expected to inform, all users of the premises of fire safety procedures at the beginning of the letting. Fire procedure document and School fire procedure Plan attached.
* All hirers must carry sufficient third Party Liability insurance to conform to Bristol City Council requirements.
* The Site manager of Southville Primary School will check the premises before a letting, and check the building after the letting.
* The hirer will be liable for any damaged caused by the hirer when using the building.
* The hirer will be required to have liability insurance.

Category of Users

There are three distinct categories of letting:

* Self-Managed activities that support the school or the children directly or are a benefit to the school. (Friends of Southville, after school clubs directly run by the school, staff training & LEA meetings)
* Community activities that are a benefit to the wider community
* Commercial letting to appropriate commercial organisations

Charges for Lettings

The charges will be reviewed annually. 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 - The school is not able to subsidies 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 (caretaker/site manager) and a contribution to wear and tear.
* Commercial - This charge will be based on the community charge plus a profit element.

*Appendix 1*

Southville Primary School

Terms and conditions for the letting of the above premises

Application to hire premises

1. All applications for the hire of all or part of Southville Primary School premises shall be made on the form provided
2. The application must be made to the Business Manager, not less than (ten working days) before the proposed date of use. Where the proposed date falls within a school holiday, the application must be submitted not less than (three weeks) before the proposed date of use.
3. Applications will only be accepted for a maximum period of one year.
4. The Hirer must personally sign the application form and may not assign or sub-let the premises hired.
5. All lettings must be approved by the Headteacher and/or Business Manager on behalf of the Governing Body.
6. No lettings shall be considered approved unless confirmed in writing by the Headteacher or Business Manager on behalf of the Governing Body.

Charges:

1. Charges will be made at rates which will be determined by the school and reviewed annually, and shall be liable to change without prior notification to the Hirer.
2. A list of current charges will accompany the Hire Application Form.
3. A security deposit of **thirty Pounds** must accompany the application form and a receipt will be issued. The Deposit will be made available to the Hirer in full (a) immediately if the school is unable to accept the booking; or (b) after seven working days have elapsed after the end of the letting period, if the premises have been left in an approved state. See section 20 and 21
4. The school reserves the right to increase the security deposit subject to the proposed use of the premises. The deposit may be waived for regular hirers who have demonstrated responsible use of the premises.
5. The FULL HIRE CHARGE is to be paid before the commencement of the hire period unless other arrangements have been made.

Special conditions:

1. The school reserve the right to impose special conditions in respect of any letting or series of lettings in order to protect its employees or property.
2. Any special conditions will be notified to the Hirer within five working days of the receipt of the application and, if not accepted by the Hirer, the letting will be cancelled and the deposit returned in full.
3. Smoking on the school premises is strictly forbidden in accordance with the Local Authority’s No Smoking policy.
4. It is the responsibility of the Hirer to obtain insurance, to cover her/his liabilities (minimum cover 5 million pounds). Evidence of insurance will be required before letting commences.

Cancellations:

1. The school may cancel any lettings at any time without reason. School events take priority over lettings and in such cases the Hirer will be given at least two weeks’ notice for the cancellation and the option of the return of the deposit or an alternative date. The Governing Body, Headteacher, Business manager or School will not be held liable for the Hirers subsequent losses.
2. The Hirer may cancel the booking at least Five working days before the event without loss of deposit. The Hirer will forfeit the deposit or be made to pay £30 if cancellation takes place within five working days of the event.

Care and condition of premises:

1. Whilst the Governing Body gives no guarantees as to the fitness, suitability or condition of the premises at the commencement of the letting, every effort will be made to see that they are in a reasonable state.
2. The Hirer shall ensure that there is a responsible adult present and able to supervise at all times during the hire period.
3. The Hirer is required to clear away any rubbish and leave the premises in the condition in which they were found. Failure to do this would mean that the Hirer would be responsible for reimbursing the School for any additional costs incurred in cleaning the premises after a letting.
4. The Hirer is required to pay the School the cost of making good any damage to property which may be the result of a letting.
5. No desks, fixed furniture or equipment that may be in the accommodation hired shall be used, or interfered with, without the prior approval of the school. Standing on seats, furniture, and window sills etc. is not permitted. Fittings, fixtures and decorations of any kind shall not be permitted, other than as a purely temporary arrangement which requires no permanent fixings which would damage or disfigure any part of the premises.
6. Chalk, resin or polishing materials may not be used on floors.
7. The electrical and mechanical installations of the premises are not to be supplemented or altered, nor is any specialist equipment, such as a public address system, to be installed by the Hirer, except with the express approval of the school.
8. Hirer of the music room must ensure that no equipment already sited within the room is used, without the approval of the school and that due to the nature of the room, no equipment of any sort (guitars, chairs, tables, signs etc) will be put against the walls and that no person using the room will lean on the walls.

Legal requirements:

1. The Hirer shall comply with the legal requirements concerning consumption of intoxicating liquor, music, singing and dancing licences, theatre licences and copyright. The Hirer shall be fully responsible for obtaining licences, insurance or any other permission required, and that a copy of licences, insurance and other permission will be given to the school no later than one week before the letting takes place, providing that no such application shall be made prior to the approval of the school.
2. The hirer shall comply with the legal requirements concerning Health and Safety and safe guarding.
3. The Hirer shall comply with Section 12 of the Children and Young Persons Act 1933, that is to say where any play or entertainment is provided at which the majority of the persons attending are children, then if the number exceeds 100, it shall be the duty of the Hirer to station and keep stationed, where necessary, a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building, or any part of it, than can safely be accommodated there and to control the movement of the children and other persons admitted while entering and leaving the building and to take all other reasonable precautions for the safety of the children.
4. The Hirer will, to the best of her/his endeavours, ensure that the requirements of the race relations act 1976 amended 2000 and 2003 (in particular the need to promote good relations between persons of different racial groups) be observed at all times throughout the letting.
5. The Hirer is expressly forbidden to use, or allow the use, of the hired premises for any illegal or immoral purpose and shall not carry on any activity so as to cause nuisance or annoyance to other users of the premises or neighbouring or adjoining premises.
6. Where possible the Hirer when working with children, should ensure that DBS checks are carried out on all adults, that will be working with the children.
7. The Hirer will be expected to comply with General Data Protection Regulations (GDPR). This states that personal data must be collected fairly and lawfully. It must be stored safely and managed securely. It must not be disclosed to anyone who does not have authority to see it. The data should only be kept for as long as is necessary and Individuals retain the rights over their data.

Compliance with terms and conditions:

1. The premises must be open for inspection, during the letting period, by a member of the school or any other duly authorised person.
2. Failure by the Hirer to comply with any of the foregoing terms or conditions where applicable, whether intentionally or not, may be deemed by the school to be just cause for the immediate cancellation of any lettings or series of lettings, in which case no monies paid will be returned. The Governing Body, Headteacher, Business manager or School will not be responsible for the Hirers subsequent loss.

*Appendix 2*

Southville Primary School

**Lettings** **Charges 2020/2021**

***Self-managed usage (School)*** - No charge

***Local Authority usage***  - To be agreed

(Polling or political meetings)

***Community Use -*** To be agreed

***Commercial Use***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Areas available for hire on the Merrywood and Myrtle sites | Basic charge Mon- Fri 6.00am-6.00pm per hour  | Price per hour 6pm-11pm  | 3 hour minimum booking on Saturday and Sunday  | All Day (8 hours) on a week day  | All Day (8 hours) on a Saturday and Sunday  |
| **Classroom** | £10.00 | £22.00 | £75.00 | £100.00 | £150.00 |
| **Hall** | £10.00 | £22.00 | £75.00 | £100.00 | £150.00 |
| **Computer Suite**  | £10.00 | £22.00 | £75.00 | £100.00 | £150.00 |
| **Food Tech Room** | £10.00 | £22.00 | £75.00 | £100.00 | £150.00 |
| **Kitchen** | £10.00 | £22.00 | £75.00 | £100.00 | £150.00 |
| **Nursery**  | £10.00 | £22.00 | £75.00 | £100.00 | £150.00 |
| **Playground** | £10.00 | £22.00 | £75.00 | £100.00 | £150.00 |

Southville Primary School

**LETTINGS APPLICATION FORM**

|  |  |
| --- | --- |
| Name of Hirer (person, body, association, limited company) |  |
| Address of Hirer  |  |
| Contact Number(s)  |  |
| Email Address  |  |
| PURPOSE OF HIRE |  |
| Attendees | Total No. |  | No Adults  |  | No Children |  |
| Single Booking | Date of Booking |  | Start Time |  | End Time |  |
| Block Bookings | Frequency/Days |  |  |  |  |  |
|  | Start Date |  |  |  | Start Time |  |
|  | End Date |  |  |  | End Time |  |
| *Booking times must allow sufficient time for preparation and clearing away before and after the event.*  |
| *Other Equipment required* |  |
|  |
| *Any Other Arrangements* |  |
|  |
| *Southville Primary school does not provide any warranty that the Premises, facilities and equipment provided are suitable for the intended purpose of the hire. The Hirer is required to satisfy themselves that their requirements are met and the facilities are fit for purpose* |
| *Will refreshments be served?* | * Yes*  | * No* |
| *Will alcohol be consumed?* | * Yes* | * No* |
| *If yes, will the alcohol be served or sold?* | * Served*  | * Sold* |
| *If permitted by the School, the relevant licence must be obtained for all events that will involve the sale of alcohol, gambling and public entertainment.* |
| *Insurance is required for all lettings and evidence of insurance must be shown to the school before the letting takes place. The school can provide insurance for one off lettings at a pre agreed cost.*  |
| *Is Insurance required?* | * Yes* | * No* |
| *I have read and accept the terms and conditions of Hire and I confirm that I am over the age of 18.* |
| *Signed (Hirer):**Full name:**Date:**You will be sent confirmation of whether this application has been accepted or rejected by email. No letting will be regarded as booked until the deposit and booking fee is received in full and the Hire Agreement has been signed by the Hirer and the School.* |
| **Please return the form to***:* *Dr. Savi Flaecher, Business Manager**Southville Primary School**Myrtle Street* *Bristol**BS3 1JG* |
| *(school use only)*This application for letting is: ACCEPTED/REJECTED Signed: Position: Date:  |
| *Hourly Charge* | *Daily Charge*  | *Insurance Charge* | *Other Charge* | *Total Charge* |
|  |  |  |  |  |

Section 12 of the Children and Young Persons Act 1933

12 Failing to provide for safety of children at entertainments

(1)Where there is provided in any building an entertainment for children, or an entertainment at which the majority of the persons attending are children, then, if the number of children attending the entertainment exceeds one hundred, it shall be the duty of the person providing the entertainment to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building, or to any part thereof, than the building or part can properly accommodate, and to control the movement of the children and other persons admitted while entering and leaving the building or any part thereof, and to take all other reasonable precautions for the safety of the children.

(2)Where the occupier of a building permits, for hire or reward, the building to be used for the purpose of an entertainment, he shall take all reasonable steps to secure the observance of the provisions of this section.

(3)If any person on whom any obligation is imposed by this section fails to fulfil that obligation, he shall be liable, on summary conviction, to a fine not exceeding, in the case of a first offence fifty pounds, and in the case of a second or subsequent offence one hundred pounds, and also, if the building in which the entertainment is given is licensed . . . [**F1**](http://opsi.gov.uk/RevisedStatutes/Acts/ukpga/1933/cukpga_19330012_en_2#IDA3NV4) under any of the enactments relating to the licensing of theatres and of houses and other places for music or dancing, the licence shall be liable to be revoked by the authority by whom the licence was granted.

(4)A constable may enter any building in which he has reason to believe that such an entertainment as aforesaid is being, or is about to be, provided, with a view to seeing whether the provisions of this section are carried into effect, and an officer authorised for the purpose by an authority by whom licences are granted under any of the enactments referred to in the last foregoing subsection shall have the like power of entering any building so licensed by that authority.

(5)The institution of proceedings under this section shall :

(a) in the case of a building [[**F2**](http://opsi.gov.uk/RevisedStatutes/Acts/ukpga/1933/cukpga_19330012_en_2#IDABOV4)licensed by a local authority] under [[**F3**](http://opsi.gov.uk/RevisedStatutes/Acts/ukpga/1933/cukpga_19330012_en_2#IDAFOV4)section 1 of the Cinemas Act 1985], or under the enactments relating to the licensing of theatres or of houses and other places for music or dancing, be the duty of [[**F2**](http://opsi.gov.uk/RevisedStatutes/Acts/ukpga/1933/cukpga_19330012_en_2#IDABOV4)that local authority]; and

(b) In any other case, be the duty of the police authority.

(6)This section shall not apply to any entertainment given in a private dwelling-house.

**Annotations:**

**Amendments (Textual)**

[**F1**](http://opsi.gov.uk/RevisedStatutes/Acts/ukpga/1933/cukpga_19330012_en_2#IDAPEN4)Words repealed by Cinemas Act 1985 (c. 13, SIF 45A), s. 24(2), Sch. 3

[**F2**](http://opsi.gov.uk/RevisedStatutes/Acts/ukpga/1933/cukpga_19330012_en_2#IDA4EN4)Words substituted by Local Government Act 1985 (c. 51, SIF 81:1), s. 16, Sch. 8 para. 5

[**F3**](http://opsi.gov.uk/RevisedStatutes/Acts/ukpga/1933/cukpga_19330012_en_2#IDACFN4)Words substituted by Cinemas Act 1985 (c. 13, SIF 45A), s. 24(1), Sch. 2 para. 2

**Modifications etc. (not altering text)**

[**C1**](http://opsi.gov.uk/RevisedStatutes/Acts/ukpga/1933/cukpga_19330012_en_4#IDA4DN4)S. 12: functions of local authority not to be the responsibility of an executive of the authority (E.) (16.11.2000) by virtue of S.I. 2000/2853, reg. 2(1), Sch. 1 B1 35

[**C2**](http://opsi.gov.uk/RevisedStatutes/Acts/ukpga/1933/cukpga_19330012_en_2#IDAKEN4)Criminal Justice Act 1982 (c. 48, SIF 39:1), ss. 35 (in relation to liability on first and subsequent convictions), 38 (increase of fines) and 46 (substitution of references to levels on the standard scale) apply (E.W.)