



James Bateman Middle School

Lettings Policy

Approved by: Mrs S Maguire **Date:** 23rd March 2023

Last reviewed on: March 2023

Next review due by: March 2024

The object of letting (hire of) school premises is to establish the school as a resource of and the 'hub' of the community. This in turn will encourage greater community cohesion and facilitate more vibrant, safer and stronger communities.

The school should not be let at a financial loss, whilst governing bodies can cross subsidise lettings by charging different amounts for different purposes, delegated budgets must not be used to subsidise non-school activities.

The Local Governing Body in conjunction with the Headteacher will decide on the process for agreeing if and what school facilities will be let to a 3rd party and on what terms.

Types of Lettings

Single lettings are those where an individual or organisation wishes to hire facilities on a one-off basis, these lettings should still be subject to a formal lettings agreement and follow the same principles as a continuous letting. Continuous lettings are those that run for a number of weeks or terms.

Letting Agreement

All lettings must be subject to a letting agreement, this will detail the terms of the letting and must be signed by both the school and the hirer. A letting should only be confirmed as accepted when a signed letting agreement is in place. Any amendments to an agreement will require a new agreement form to be signed.

Applications

All correspondence and applications (appendix 2) for the hire must be made directly to the school. All applications are subject to approval by the Governing Body of the school, but subject to any direction given to them by The Creative Learning Partnership Trust.

Hirer

The hirer must be over 18 years of age and shall be the person by whom the application form for the hiring is signed. Such person shall be responsible for the payment of the fees payable in respect of the hiring and for the observance and performance in all respects of the conditions and stipulations contained in the hire agreement.

Fees and Charges

The hire fee shall be paid in full upon signing the Hire Agreement together with any returnable deposit required by the Governing Body. The hire fee shall be set by the Governing Body and reviewed on an annual basis. Charges will be set at an hourly rate with a breakdown of no less than half hourly. Long term lettings must be paid one calendar month in advance.

If there is a requirement for opening/closing of the premises and it will be necessary for the Site Supervisor/Janitor to claim additional hours to open and close the premises then a charge will be made in line with the additional hours claimed by the Site Supervisor/Janitor.

There will also be a charge if heating and lighting are required. The charges for this will be on an hourly rate which will be in line with the hourly rate paid by the school to the energy companies.

The school must be left clean, with any equipment that has been agreed as part of the hire put away tidily in the same place it came from. Any waste bins that have been used must be emptied into the main paladin bins situated in the grounds around school. Failure to leave the school in the same condition as you found it will result in cleaning charges being made to the hirers by the school.

Duration of the Letting

The Governors shall determine in advance the duration of a letting.

Cancelling of hiring by Governing Body

The Governing Body reserves the right to refuse any application without stating reasons for so doing.

The right is reserved to cancel any hiring, without notice, where the Governing Body considers it necessary for any cause outside their control.

Cancellation or postponement by Hirer

Hirers will be allowed to cancel or postpone such bookings. Refunds or fees payable are at the discretion of the Governing Body.

Hired Area

Access is strictly restricted to the hired area and any toilet facilities, entrances, exits and corridors as directed by the Governing Body.

The Governing Body reserve to themselves, and their officials, the right to enter the hired area at all times on producing evidence of their identity.

Variation of Conditions

There shall be no variation to the conditions of hire without the express consent of the Governing Body.

Care of School Premises

The hirer is responsible for everyone who is on the school's premises for the activities they are organising and, generally, for everyone who comes on to the parts of the school's premises

which are under the hirers control at the stated times. The hirer is responsible for ensuring that they comply with all the terms of the hire agreement.

No notices or placards shall be affixed to, lean upon or be suspended from any part of the school premises

No bolts, nails, tacks, screws, pins or other similar objects shall be driven into any of the walls, floors, ceilings, furniture or fittings. The hirer shall ensure that no persons using the permitted area to use shoes with stiletto heels or other footwear which may in the opinion of the Governing Body be damaging to the floor surfaces of the hired.

Any damage caused to the property or its contents by the hirer or their users shall be replaced/repared by the school and the hirer will be invoiced.

Intoxicating liquor

Intoxicating liquor shall not be brought into nor consumed on school premises without the prior consent of the Governing Body. Where such consent is given the hirer must comply with the Licensing Laws and provide evidence of such to the Governing Body.

Smoking (including electronic smoking devices)

There shall be no smoking on the school premises on the grounds of the fire security and the potential for damage to floors and furniture.

Public Entertainment and other Licences

The promoters of entertainment and functions to which the public are admitted on payment shall be responsible for completing to the satisfaction of the Governors all formalities in connection with the use of the premises for that purpose. Where the Chief Fire Officer or Licensing Authority require additional facilities for the purpose of a letting (such as "Exit" sign and emergency lighting) which are not already installed, it shall be the responsibility of the Hirer to provide such facilities of an approved type and method of installation.

Payment for admission shall be deemed to include admission by tickets or programmes or by any other method by which the making of a payment entitles a person to admission.

No entertainment or function to which the public are admitted shall be allowed unless the premises are licensed for the purpose under the bye-laws of the Local Authority in whose area the premises are situated and all necessary regulations against fire are complied with.

The hirer shall be responsible during the function or entertainment for which the premises are hired for ensuring:

all safety requirements and recommendations of any licensing authority are complied with;

any limitation on the number of persons admitted imposed by any licensing authority or the Governors are complied with;

suitably qualified persons are employed to be responsible for the supervision of the premises and the conduct of those attending so as to avoid personal danger, and damage to the premises.

Copyright and Performing Rights

No copyright work shall be performed without the licence of the owner of the copyright and the payment of any appropriate fees.

The hirer shall comply with all the provisions of the Copyright, Designs and Patents Act 1988. If the hirer shall fail to do so any permission previously granted by the Governing Body to use the school premises shall be immediately cancelled and the Governing Body shall have the right to recover fees, charges or any other payments referred to in these Regulations.

The hirer shall indemnify the Governing Body from and against all actions, proceedings, costs, claims or demands whatsoever, arising out of the performance of Copyright Works on school premises.

The hirer shall, immediately after any performance or function at which music has been performed or songs sung, complete, sign and return to the Performing Right Society a Performing Right Society Limited form obtainable from the Performing Right Society Limited, 29-33 Berners Street London W1P 4AA.

If it is proposed to play a copyright record or tape in public, application for a licence so to do must be made to Phonographic Performance Ltd, 103 James Street, London W1R 3HG

Evidence that the necessary licences have been obtained must be supplied to the school at one week/month* (delete as appropriate) before the letting.

Gaming

No gaming is allowed except in accordance with the conditions of the Gaming Act 1968, Section 41 when gaming is carried on at an entertainment promoted for raising money to be applied for purposes other than private gain. A copy of these conditions is open for inspection in the Local Magistrates Court during the normal hours of business and the hirer shall be deemed to have knowledge of the contents thereof whether or not he has availed himself of the opportunity of inspection.

Use of Equipment

The hire area does not include the use of any equipment except where specifically agreed and subject to any fees deemed appropriate by the Governing Body. School furniture (other than chairs for use in halls) shall not be moved except by arrangement. The hirer must do everything reasonable to avoid loss, damage or breakage to the school's property whilst the school's

premises are under the hirer's control. Any loss, damage or breakage must be reported as soon as practicable to the Headteacher. The Governing Body will be entitled to charge the hirer for any such loss, damage or breakage on terms to be approved by the school.

Insurance

The hirer will be required to indemnify the School against any liability at law in respect of any accident involving death or bodily injury to any person or damage-to or loss of any property or personal and happening consequent upon or in connection with the use of the premises unless due to the negligence / default of the Governing Body, its Servants or its Agents. The school has a special insurance policy which will provide cover for the hirer in certain cases.

There is an expectation that the hirer will provide their own public liability insurance cover. A copy of this certificate must be provided before any letting begins and annually thereafter and a copy kept in your records at school.

Parking of Vehicles

The parking of vehicles on the school's property shall be permitted in approved areas only on condition that persons bringing such vehicles on to the premises do so at their own risk and that they accept responsibility for any damage to the school's property or injury to any person whether connected with the establishment or not, caused by such vehicles or their presence on the school's premises.

Use of Playing Fields and Astro-Turf

Any hiring of a playing field/astro-turf may be cancelled without notice if weather conditions or the state of the ground make it likely that unreasonable damage may result from use. Suitable footwear must be worn.

It is the hirer's responsibility to ensure that spectators at the letting respect the school premises, grounds and contents, ensuring that nobody congregates around gates and doors.

Miscellaneous

The hiring body shall comply with such additional conditions as The Creative Learning Partnership Trust, Headteacher, or the Governors may require in writing, to be observed for a particular letting.

It is the hirer's responsibility to ensure that any accidents on the premises are recorded by themselves following your own health and safety procedures. However, this must be reported to the school as soon as possible after the incident.

Adverse Weather Conditions

Outside of school hours it is the responsibility of the hirer to ensure that safe access to the school grounds and in adverse weather conditions are adhered to.

It is the hirer’s responsibility to clear any access to paths to ensure safety of any users. The hirer must check with the school before using any substance (salt etc.) on any surface to ensure no damage may be occurred, failure to do so will result in fees to damage caused.

Please note that all paperwork must be completed and insurance certificates received before the letting can commence.

Declaration

I have read the lettings policy and agree to the terms and conditions within

Name _____

Company _____

Signed _____ Date _____

Policy Adoption and Revision Details			
Governors Adopted: v1	5.6.15	Review Date:	June 16
Governors Review:	15.5.17	Review Date:	May 18
Governors Review:	14.5.18	Review Date:	May 19
Governors Review:	20.11.19	Review Date:	November 2020
Governors Review: V2	23.03.23	Review Date	March 2024



JAMES BATEMAN MIDDLE SCHOOL

LETTINGS CHARGES (Appendix 1)

The following charges agreed by governors.

Hire of hall, dining room or I.T room - £16.50 per hour.

Hire of the gym - £16.50 per hour.

Hire of classroom or meeting room - £16.50 per hour.

Hire of astro turf - £20 per hour (only open until 8.30pm in summer, and sunset in winter).

Hire of sports field by the meadows school - £20 per hour.

No opening and closing charge for the field or the astro turf (no use of toilet facilities)

No opening and closing charge for rooms used during normal school hours.

All other lettings (including use of toilet facilities for the astro turf) may incur a £10 opening and closing charge.

VAT must be charged on all lettings (however if hiring facilities to community groups VAT does not have to be charged).



JAMES BATEMAN MIDDLE SCHOOL

APPLICATION FOR HIRE OF SCHOOL (Appendix 2)

Name						
Address inc postcode						
Email Address						
Daytime Phone Number						
Mobile Phone Number						
Room and area to be hired (tick relevant columns)						
Hall	Gym	Astro Turf	Meadows Field	Classroom	ICT Suite	Other
Time	Time	Time	Time	Time	Time	Time
Start Date						
End Date						
Day of week						
Nature of Activity						
Equipment/facilities requested						
Equipment to be brought in by hirer						

Age range of those attending	
Numbers attending	

I hereby make application for the hire of the accommodation and facilities stated overleaf and agree to abide by the Conditions of Use specified in the attached documentation.

Please tick that you agree with the following insurance statement:

I can confirm that I have arranged Public Liability Insurance in the name of the individual/organisation hiring the school premises for a limit of indemnity of at least £2,000,000 and agree to provide a copy of the certificate for the school to keep on record.	
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Signature of applicant _____

Full Name (Please print) _____

Date _____

NOTE: The giving of false information on this Application for Hire Form may lead to the cancellation of booking without notice.



JAMES BATEMAN MIDDLE SCHOOL

HEALTH AND SAFETY (Appendix 3)

Date _____

I confirm that I am aware of the fire regulations and emergency evacuation procedures. I have been shown all emergency exits and am aware of the fire extinguishers in the vicinity.

I am fully aware of all Health and Safety issues and have been informed of the opening and closing procedures.

Emergency contact details:

Mr Nigel Hopper (Site Supervisor) 07913519571

Signed _____

Print _____

Date _____

Letting _____



**JAMES BATEMAN MIDDLE SCHOOL
AGREEMENT FOR THE USE OF SCHOOL PREMISES (APPENDIX 4)**

AN AGREEMENT made _____ (date)

Between James Bateman Middle School and _____ (Hirer)

IN CONSIDERATION of the school permitting the hirer to use the accommodation listed on the dates and times shown in the schedule below, the hirer shall observe the following conditions:

1. Payment being made in full at least one calendar month prior to the letting(s) taking place.
2. The person in charge of your activity being shown the fire escape routes before the start of the letting.
3. The Conditions of Use prevailing at the time of the letting.
4. If required a key fob will be issued to access the building. This will be supplied as part of the lettings agreement, however, the fob is your responsibility whilst letting the room/s and must be returned to the school when the letting ceases. If the fob is lost there will be a £30 charge payable.

A receipt and authorisation to use the premises will be issued when payment is received.

THE SCHEDULE

Area hired/additional facilities and equipment	
Dates and times of hire	

Signed _____ Date _____

on behalf of the Governing body

Signed by the hirer _____ Date _____

Note: Please ensure the Conditions of Use and the terms specified above are fully understood. Failure to comply will invalidate the Hire Agreement.