



BENSHAM MANOR School

Lettings Policy

Last reviewed: December 2019



AIM:

To ensure a fair, clear and consistent policy in regard to the safe letting of school premises.

PRINCIPLE:

The school recognises that its premises are a valuable resource and as such welcomes the opportunity to enable the facilities to benefit community groups outside of school hours when able to do so. Equally, enabling a multi-purpose use of the school building can help improve facilities, increasing the income to the school through lettings. Parents and other adults benefit from the additional facilities available and it can break down some of the barriers that can make school appear to be a prohibitive environment to enter.

This policy aims to clarify the procedure for letting part of the school building so that all agreements are entered into with both parties knowing what they can expect and how to address any issues that might arise.

PRACTICES:

Roles and Responsibilities

The School Business Manager has overall responsibility to ensure full compliance of the policy. The school business manager manages the process of making bookings and facilitating events and will invoice the relevant organisations.

The Site manager/Site assistant will be present during all lettings for questions.

Category of lettings

There are three categories of user:

1. Educational (run for the benefit of the school curriculum)
2. Community (run for the benefit of the school community)
3. Commercial (run for profit)

Typical examples:

- Educational: Uncharged, educational activity, parent led, run only at Bensham, for the benefit of Bensham children
- Community: Language classes and other charged sports club run only at Bensham.
- Commercial: Paid activity and parties via organisation who wish to let our school facilities.
- Where the category is initially unclear it will be decided by the head-teacher based upon the general ethos of the booking. The chair of the Finance and Premises committee will be consulted in cases of uncertainty or dispute.

Charges including car park

Hourly Charges Monday to Friday are as follows:

| | Educational (Regular) | Educational (One-off) | Community (Regular) | Community (One-off) | Commercial (Regular) | Commercial (One-off) |
|---------------|-----------------------|-----------------------|---------------------|---------------------|----------------------|----------------------|
| Classroom | £0 | £0 | £20 | £25 | £20 | £25 |
| Hall | £0 | £0 | £40 | £50 | £40 | £50 |
| Playground | £0 | £0 | £30 | £35 | £30 | £35 |
| Muga | £0 | £0 | £30 | £35 | £30 | £35 |
| Car Park only | | | | | | |

| | | | | | | |
|-----------------|----|----|-----|-----|-----|-----|
| Small Adult Gym | £0 | £0 | £30 | £35 | £30 | £35 |
| Gym Hall | £0 | £0 | £30 | £35 | £30 | £35 |
| Food Tech Room | £0 | £0 | £30 | £35 | £30 | £35 |

Weekend (Saturday and Sunday)

| | Educational (Regular) | Educational (One-off) | Community (Regular) | Community (One-off) | Commercial (Regular) | Commercial (One-off) |
|-----------------|-----------------------|-----------------------|---------------------|---------------------|----------------------|----------------------|
| Classroom | £0 | £0 | £25 | £30 | £25 | £30 |
| Hall | £0 | £0 | £45 | £55 | £45 | £55 |
| Playground | £0 | £0 | £35 | £40 | £35 | £40 |
| Muga Sports | £0 | £0 | £35 | £40 | £35 | £40 |
| Car Park only | £0 | £0 | £35 | £40 | £35 | £40 |
| Small Adult Gym | £0 | £0 | £35 | £40 | £35 | £40 |
| Gym Hall | £0 | £0 | £35 | £40 | £35 | £40 |
| Food Tech Room | £0 | £0 | £35 | £40 | £35 | £40 |

GENERAL POINTS

- The school has priority use of the property.
- The school will always seek to at least cover its costs unless it is a direct beneficiary of a fund-raising activity.
- The school will seek to treat hirers fairly.
- In the event of a clash of bookings, requests will be prioritised by the category of their letting (Category 1 being the highest priority)
- Hirers will be expected to respect school property and honor all school and legal regulations which may be in force at any time.
- The school will only allow hiring of the premises for purposes considered appropriate and suitable; the Head-teacher will be consulted in cases of uncertainty.
- All lettings will be charged by invoice. The invoice will be raised by the SBM other than the who will record all letting bookings. Invoices will be raised before the activity takes place or a 50% upfront invoice will be raised and the other 50% after the letting has finished.

CONDITIONS OF HIRE

- The person signing the application form is responsible for all aspects of the let and must abide by all aspects of the Terms and Conditions of Hire document.
- Hirers must have left the premises by the end of the booked period.
- Sufficient time must be included to allow for clearing away and for all participants to leave the premises by the end of the booked period.
- The school is a no-smoking environment.
- The school accepts no responsibility for the loss of personal property brought into or left in the premises during the hire.
- The hirer accepts full responsibility for any damage to or theft of the school's property during the period for which the premises are hired.
- The hirer accepts full responsibility for ensuring that appropriate DBS checks have been undertaken.

- The hirer must ensure that a responsible person will be present on the premises at all times during the period of the letting.
- Hired area should be left as they are found (including for example, the removal of rubbish and the stacking of chairs). Any additional cleaning or work undertaken by the school will be charged to the hirer at the appropriate rate.
- The hirer accepts that they should familiarise themselves with relevant health and safety information. Where appropriate to the activity, Risk Assessments must be completed.
- The hirer must make themselves aware of the locations of firefighting equipment and escape routes. Fire equipment and escape routes must not be blocked. A register of all parties attending the activity must be taken in case of emergency.
- The hirer accepts that school staff have the right to access all areas of the property at any time.
- The sub-letting or sharing of the premises is prohibited.
- Where hirers run activities that carry a risk of minor injury (e.g. sports clubs) the club must provide appropriate first aid cover.
- Furniture must not be moved from other areas of the school
- Photocopying facilities are not available. Unless discussed with the SBM and an arrangement.

Insurance:

Irrespective of the nature of the financial arrangement with the school, all external groups providing a club or out-of-school tuition are covered by the school's insurance provided that any negligence of damage to a third party or their property is proven against the school. If negligence is solely down to the person/s running the club then they would be held responsible and would need to consider having their own liability coverage in place.

Small Public Liability policies can be purchased on-line at a relatively low cost (less than £50 for anyone involved in non-physical activities).

School staff running clubs are fully covered by the school's insurance policy.

All companies that hire the premises are liable for their own public liability insurance and health and safety plans, including Covid 19 and other infections cleaning plans.

Notes:

- Licenses are generally required for:
 - Performing plays.
 - 'Public dancing, music or other public entertainment of a like kind' under the Local Government (Miscellaneous Provisions) Act 1982.
 - Games of bingo or gambling.
 - Events selling alcohol are not permitted (with the exception of some PTA run events)
- The school does host lettings for birthday parties but the responsibility for cleaning is your own.
- Bensham School is not VAT registered and so no VAT is applicable to any letting charges.
- The school does not open for lettings on public holidays.
- The use of in situ AV equipment is included within the costs, but users must not change any of the settings of this equipment. Damage to the equipment, or costs incurred by the changing of settings will be recharged to the hirer.

Cancellations:

- By the hirer: Cancellations should be made in writing at least 5 days before the proposed letting, otherwise the hirer will still be liable for the standard charges. Only half of the lettings cost will be refunded if the hirer decided to cancel the booking.
- By the School: If the school finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 24 hours and, where possible, alternative accommodation will be offered. If this is not possible, a refund will be made. The school will accept no liability in respect of commitments incurred by the Hirer due to such cancellations.

DBS Checks (Formerly CRB Checks)

- Individuals running clubs or regularly assisting with the running of clubs are required to have a DBS (Disclosure & Barring Service) Checks. You can pay the school to conduct a DBS check for you by notifying the SBM on your booking request.
- Individuals without a DBS check should never be left alone with children.

Complaints:

- Appeals about a clubs designated category should be addressed to the School Business Manager.
 - All other complaints should be made as per the school's published complaints procedure.
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Bensham Manor School

Application Form For Hire Of School Premises

| | | | |
|--|---|--------------|------------|
| Name: | | Email: | |
| Telephone: | | | |
| Address: | | | |
| Purpose of booking: | | | |
| Date required: | | From (time): | To (time): |
| Regular booking? (Please provide details) | | | |
| Expected numbers: | Adults / Children / | | |
| Charges made to participants: | | | |
| Nature of organisation: | | | |
| Special requests: | | | |
| DBS for organisations only | I have a DBS? Yes/No I would like a DBS via the school Yes/No | | |
| Facilities Required: (Please state quantities) | | | |
| Hall(s) | | | |
| Classrooms(s) | | | |
| Playgrounds(s) | | | |
| Mugas (sports) | | | |

Payment is required within 14 days of date of invoice.

I agree to accept the responsibility for the arrangements for the above named function and have read and undertake to observe the Conditions of Hire (attached).

Signature of Applicant: _____ Date: _____

Charging (School use):

Agreed User Category: Education / Community / Commercial

Agreed charge:

For School Use:

Public Liability Insurance

Insurance Required Yes / No:

Proof of insurance verified Yes / No:

(Please attach a copy to this form)

Approval

Letting Agreed (School Business Manager):

Letting Agreed (Head Teacher):

(If required)

Letting Agreed (Governors representative):

(If required)

