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Lettings

Written by	Rachael Stewart
Verified by	The Head Teacher
Approved by	School Development Board
Review Date	Summer Term 2023

Berkeley Primary School
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Mission Statement

“We are a happy school at the heart of the community where learning for all is promoted. Our ethos is to combine high quality teaching with care and support in the pursuit of excellence. Achievement, however it is shown, is always celebrated. Traditional values are combined with a creative and open perspective. This enables all members of our school community to learn, grow and develop as individuals to realise their potential.”

The School Development Board (Governors) has full responsibility for the use of the school’s premises during the school day and outside normal school hours. This includes the letting of school premises to outside bodies and the control of all income and expenditure associated with such activities. The School Development Board positively welcomes the contribution that well run voluntary groups which organise community based activities are able to make and encourages such ventures through the use of lettings.

Aims of the Policy

The letting of Berkeley Primary School premises shall not detract from the primary objective of the school as an educational establishment. Although providing a vital link with the community and other organisations, the letting shall be organised so that there is no disruption to the delivery of the curriculum and at no cost to the school. The School’s policy is to encourage the use of School premises i.e. buildings, playing fields and other grounds such as car parks by the community and organisations ranging from sports clubs to senior citizens’ clubs and local businesses. The income received from the letting of the school premises will be used to assist the School to enhance and enrich the education and working environment of the students at Berkeley Primary School.

Equal Opportunities

The School Development Board positively encourages individuals or groups who wish to make reasonable use of the school premises, regardless of their race, gender, disability, sexuality or religion. As part of its legal obligations under the ‘Prevent Duty’, the school will not allow any group or organisation that promotes or tolerates religious, cultural or political extremism to hire its facilities.

The School will not consider applications for letting from people under 21 years of age. The hirer will accept responsibility for being on the premises, being in charge of the premises let and for ensuring that all conditions of the letting agreement are observed, particularly those relating to management and supervision of the premises.

Guidelines on charging

The School Development Board sets charges for lettings to bring additional income to the school taking account of best value, including elements such as insurance cover, heating and lighting, cleaning, staff overtime, fair wear and tear and any items subject to VAT.

Decisions to negotiate lettings fees are delegated to the Business Manager who will report to the Governors any variations to the Standard Letting Charges, annex to this policy, which will be reviewed annually.

The School Development Board will review the charges for letting annually and reserve the right to review the charges at any time. A minimum of 30 days’ notice of any increase in charges for letting will be given to hirers.

If the school is not satisfied that its terms and conditions are being met, a warning will be issued to the Hirer in writing. If the Hirer subsequently fails to rectify the issue, Marling School reserves the right to terminate the Casual Hire Agreement with one month’s written notice. All fees that are due to the school must be paid in full.



Administration of the Regulations

While full responsibility for all lettings is with the School Development Board, the day to day management and administration is undertaken by School Business Manager. The School Development Board reserves the right to withhold permission to let any part of the school (although the right to make this decision may be delegated to the Headteacher or Business Manager). In the case of dispute the decision of the School Development Board is final. The School Development Board reserves the right to refuse to let the premises to any group or individual for purposes that are inconsistent with the ethos of the School.

Appendix A:

All lettings will incur a charge as outlined below:-

The Hall (minimum 2 hours hire)

Educational and Youth services	£15.00 for 2 hours + £7.00 per hour thereafter
Community users	£30.00 for 2 hours + £7.00 per hour thereafter
Commercial users	£30.00 for 2 hours + £15.00 per hour thereafter

Additional rooms will be charged at a rate of £10 per hour

The Sports field* (minimum 2 hours hire)

(Toilets and/or refreshment facilities are not available when hiring the sports field. Use of the changing rooms may be possible by prior arrangement,)

Educational and Youth services	£14.50 for 2 hours + £7.00 per hour thereafter
Community users	£14.50 for 2 hours + £7.00 per hour thereafter
Commercial users	£30.00 for 2 hours + £14.00 per hour thereafter
Sports facilities	£14.50 for 2 hours + £7.00 per hour thereafter

A discount of 20% is applicable to regular users – for bookings of 10 sessions or more.

Fees may be negotiable for longer one off hires or where reciprocal arrangements are made for the benefit of Berkeley Primary School Pupils.

In addition, all lettings incur a caretaking fee of £14.00 Monday to Friday and £27.00 after 11pm and at weekends.

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Casual Hire Agreement

Please ensure that any proof required is attached to this form.

It is your responsibility to also ensure that the school is provided with up-to-date copies (when out-of-date we are provided with the new copy)

- | | |
|--------------------------|--------------------------|
| Insurance copy (in date) | <input type="checkbox"/> |
| Policies | <input type="checkbox"/> |
| DBS Check | <input type="checkbox"/> |

Signed _____

Date _____



Hiring Agreement

BETWEEN

1. THE SCHOOL: Berkeley Primary School, Marybrook Street, Berkeley, Gloucestershire, GL13 9AZ

2. THE HIRERS:

THE PREMISES:

DATES OF THE HIRE PERIOD:

DAYS & TIMES:

PURPOSE OF THE HIRE:

ROOMS/AREA TO BE HIRED:

CONTACTS:

For Berkeley Primary School:

Mrs Rachael Stewart
School Business Manager
Berkeley Primary School
Marybrook Street
Berkeley
Gloucestershire
GL13 9AZ
Tel: 01453 810254
Email: rstewart@berkeley.gloucs.sch.uk

Contact 1

Name

Contact 2

Name

CONTACT FOR INVOICES:

EXTRA FACILITIES INCLUDED IN THIS HIRE:

SMOKING IS NOT PERMITTED ANYWHERE ON THE PREMISES



APPLICATION

- All communication for the hire of the Premises must be returned to the Trust operations assistant of Berkeley Primary School.
- The Hirers shall not sub-let or part with possession of the Premises or any part thereof.
- The School may require further information concerning any application for the hire of the Premises.

HIRERS

- The person who signs this form must be over 21 years of age and signs for and on behalf of _____ who shall be responsible for all terms of hire.

FEES

- A fee of £ _____ has been agreed – VAT is not chargeable. This includes 15 minutes FOC either side of the booked time for set up/clear up/shower etc Any extra time spent in the hire areas will be charged at the hourly rate.
- Extra fee for Caretaker to open up/lock up if required (Non-term-time, keys will not be issued) £ _____.
- Invoices will be sent out at the end of every month and must be paid within 30 days. In the event of non-payment of 3 invoices in any 12 month period, the Hire Agreement will be cancelled and no more bookings will be accepted. Any outstanding payments will be pursued and if they are not paid, legal action may be taken.

TERMS AND CONDITIONS

CANCELLATION

- The School reserves the right to cancel this hiring (or some of it) without notice in the event of the Premises or grounds being unfit/unavailable for use i.e due to school events, parents evenings etc. In that event the Hirers shall be entitled only to a refund of the hiring fee and the refund shall be limit of liability for such cancellation.
- The School will not be responsible for any loss or damage suffered by the Hirers or any other person in the event the premises and grounds not being available by reason of war, civil commotion, force majeure, strike or any other industrial action, accident, natural disaster, adverse weather conditions or other like cause.
- Users of the Hall must wear clean, non-marking indoor sports shoes. Astroturf trainers, studded boots and footwear of any description that has previously been worn outside are not allowed. **Extra charges for cleaning may be applied (£30 ph).**
- Hirers must give at least **24 hours'** notice if they wish to cancel a booking (unless in exceptional circumstances) and failure to do so will result in the hirer being charged 100% of the hiring fee.
- If the school is not satisfied that its terms and conditions are being met, a warning will be issued to the Hirer in writing. If the Hirer subsequently fails to rectify the issue, Berkeley Primary School reserves the right to terminate the Casual Hire Agreement with one month's written notice. All fees that are due to the school must be paid in full.

PERMISSION TO USE THE PREMISES

- The Hirers may use the Premises for the purposes stated above and no other purpose on acceptance of the terms of this permission

UNDERTAKINGS BY THE HIRERS

The Hirers shall:

- Make themselves aware of the hired building's fire safety arrangements which are displayed by every main entrance.
 - Be responsible for the Premises and the behaviour of all persons connected with the hiring and their car parking arrangements so as to avoid any obstruction.
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- Take all precautions and be fully responsible for the health and safety (including first aid provision) of all persons entering/using the Premises during the period of hire.
 - Use the Premises in such a way that will minimise any nuisance or annoyance to others in the vicinity.
 - Take all necessary action to minimise damage to the Premises and to prevent damage to the boundary walls and fences of the Premises and to the fabric of the Hall.
 - Pay, in the event of any damage to the Premises during the period of the hiring, to the School on demand the costs incurred by the School in making good any such damage.
 - Ensure that no furniture, equipment, electrical, heating or lighting systems at the premises are moved or altered in any way without the prior agreement of the School Business Manager.
 - Not bring any equipment of an electrical nature (e.g. computers, sports, music PA) onto the property except with the prior written consent of the School Business Manager, to ensure compliance with electrical safety/PAT testing.
 - Prevent unauthorised and unlicensed gambling and gaming on the Premises.
 - Obtain any necessary consents and comply with all regulations connected with the permitted use of the Premises (for example: copyright, performing rights, licensing and gaming laws, fire and health and safety requirements).
 - Indemnify the School from and against all actions, proceedings, costs, claims and demands or other liability which may arise in connection with the hiring or use of the Premises by the Hirer or any breach of the terms of this permission (including, for the avoidance of doubt, any claim for personal injury from any person accessing the Premises during the hire period) provided that such indemnity shall not apply to the extent that such actions, proceedings, costs, claims and demands or other liability are directly caused by the acts or omissions of the Head Teacher or the employees, servants or agents (but not contractors) of the School.
 - Prior to the start of the hire period, arrange insurance cover for the event for public liability in the minimum sum of £5 million and produce to the School Business Manager a copy of such insurance policy on request - (but see Hirer's liability below).
 - Understand that failure to produce satisfactory evidence of such insurance will result in cancellation at any time of the hire agreement with no refund of unused deposit or hire fee.
 - Take all reasonable steps to ensure that no one obtains unauthorised access to the Premises and observe any security requirements for the use of the Premises as the School may specify.
 - Comply with safety regulations, ensuring that no gas cylinders of any sort are permitted inside any School building.
 - Ensure that the Premises and all facilities used are returned to the condition they were found in.
 - Report any spillages to the Caretaker either during or at the end of the hire period that were not able to be cleaned up sufficiently by the hirers themselves using the cleaning equipment supplied to them.
 - Inform the Caretaker if any item of equipment is broken or unsafe either during or at the end of the hire period.
 - Leave the Premises in a clean and tidy condition and securely locked (if appropriate).
 - Ensure that written confirmation is in place and copied to the School Business Manager if any children (under 18) are involved in your activities, that:-
 - a. All adults working with children have DBS clearance.
 - b. The organisation has a Safeguarding Policy in line with the Gloucestershire Safeguarding Children Board policy. Contact details of Berkeley Primary School's Designated Safeguarding Lead are available from the School should you require any advice or information about our safeguarding procedures.
 - Understand that as part of its legal obligations under the 'Prevent Duty', the school will not allow any group or organisation that promotes or tolerates religious, cultural or political extremism to hire its facilities.
 - Take every care to ensure that no undesirable person is permitted to enter or remain in the Premises or otherwise make use of the Premises, and shall be responsible for good order and conduct of all persons on the Premises during the period of the hire.
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- Accept that posters or placards will be permitted only at the approved places and the name of the Hirers shall be placed in a prominent position on all bills and advertisements announcing the event. A copy of all posters and advertising information should be forwarded to the School Business Manager if so requested.
- Forward any change in contact details for clubs/organisations to the school as soon as possible. This is especially important for invoicing purposes.
- Ensure that there is no smoking on any school premises, including outside areas. Please ensure that this is rigorously enforced, especially with visiting teams, guests and parents coming to watch or collect children.
- Understand that while the consumption of food and non-alcoholic drinks is permitted (except in the Hall itself without prior arrangement) any waste must be disposed of carefully.
- Ensure that there are no animals allowed on the premises, including outside areas. Please ensure that this is rigorously enforced, especially with visiting teams, guests and parents coming to watch or collect children.

DAMAGE OR LOSS ARISING FROM HIRE

- The Hirers shall pay on demand the cost of making good/replacing any damage or loss to the building, playing fields, goods or other property either of the School or of any other person caused during the period of, or arising in connection with, the hiring, (except such damage directly caused or arising from the act of the School or its servants or agents).
- In the event of any damage arising from the hiring, the Hirers will be notified at the first opportunity, and if reasonable and possible, be given the opportunity to inspect such damage.
- The School will not accept for safe-keeping of any article or property, from any person, which may be left on the Premises during or after the event has finished and the responsibility for such safe-keeping will devolve upon the Hirers.
- The School will not be responsible for any loss or damage to person or property arising during or in connection with the hire other than such loss or damage for which the School may be legally liable.

CARS AND OTHER VEHICLES

- The Hirers shall ensure that no car or vehicle used in connection with, or in attendance at, the hire is parked in an unauthorised or dangerous position (including loading and unloading) and that any instructions given by the School in regard to parking are strictly observed.
- Those attending the hire are responsible for the safety of their vehicles and the contents thereof, and the School will not accept responsibility or have any liability for any loss or damage caused to vehicles or their contents during or in connection with the Hirer.
- No vehicle shall under any circumstances block access to any entrance to the School as they are required for Emergency Service access.

GENERAL

- The School gives no warranty that the Premises are legally or physically fit or suitable for the Hirers' purposes and the Hirers must satisfy themselves as to its suitability.
 - The Head Teacher and all persons authorised by the Head Teacher has the right to enter the Premises at all times.
 - The hiring does not grant any interest or estate in the Premises.
 - The Hirers shall have the use of the Premises for the period and purposes stated on the booking form only and any amendments must be agreed in writing by the School.
 - The hirer will be responsible for ensuring that the premises are vacated by the finishing time stated on the form and any bookings that go over the agreed timeframe (unless previously agreed) will be reported by the Caretaker and hirers will be charged at 15 minute increments.
 - This agreement is not assignable.
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- Neither party may delegate or subcontract its responsibilities under this agreement.
- A person who is not a party to this agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.
- Heating of the facilities will be on a residual heat basis only, if supplementary heating is required this will incur a surcharge.

COVID-19

- The School will always comply with current Covid-19 guidelines as laid out by the DfE. The Hirer must also comply with current Government guidelines and any deviation from this may result in cancellation of the booking

I have read and fully understood the conditions of hire, copies of which are retained by me, and I agree to abide by and conform to the same.

SIGNED for and on behalf of the Hirers

SIGNED Mrs R Stewart for and on behalf of the School

Dated.....

Berkeley Primary School reserves the right to amend this policy without prior agreement with the Hirers. Any changes will be passed onto the Hirers within one month of the amendment.

Extra for certain areas

Hall

- No use of PE equipment including benches, gym tables unless agreed at time of hire.
- No use of the kitchen, unless agreed at time of hire
- Maximum persons allowed in Hall is 199 Seated

General

- No muddy footwear to be worn inside the school premises at any time
- No internet is provided unless agreed at time of hire with the School Business Manager

Classrooms

- Maximum persons allowed in room is 30
- Classroom equipment including ICT facilities only to be used with consent of the School Business Manager

Outside Play and Grassed areas to keep to the agreed area of play
