

The Bellbird Primary School

Lettings Policy



Approved by:	Full Governing Body	Date: 9 th October 2024
Last reviewed in:	September 2024	
Next review due by:	September 2025	

Lettings Policy

1.0 GENERAL

- 1.1 All applications for the letting of school premises shall be made through the School Business Manager
- 1.2 The Site manager will be responsible for locking/unlocking the premises in respect of all lettings unless an existing, long standing plan is in place.

2.0 TERMS & CONDITIONS

The terms and conditions on which the premises are let shall be as follows:-

2.1 BOOKINGS & FEES

- (a) All Applications for the hiring of college premises must be made through the School Business Manager using the appropriate *Booking Form*.
- (b) Bookings can normally only be accepted for up to 6-months in advance.
- (c) A Booking will only be accepted, subject to availability, upon completion of a Booking Form and signed indemnity. All bookings will be confirmed, in writing, by the School Business manager (*Please do not make any arrangements until you have received written confirmation.*)
- (d) The fees charged will be those in force on the day(s) of the hiring; the scale of charges is normally revised in line with the school financial year in April with changes being actioned from the 1st September with the new school year.
- (e) All charges are inclusive of caretaking, cleaning, lighting, heating and water (where applicable).
- (f) All charges will be invoiced and are payable within **30 days** of Invoice Date.
- (g) The hirer shall not assign the benefit or burden of the hiring or sub-let the premises or any part thereof.

2.1a SAFEGUARDING

- a) Any organisation/club or group who attendees are children below the age of 18 are subject to School's safeguarding procedures.
- b) They must provide a copy of current DBS for the staff involved in the activity and a current child protection policy that is acceptable to the School.
- c) No booking will be approved without the above documents.

The Bellbird Primary School is committed to safeguarding and promoting the welfare of children and young people and expects organisations or clubs hiring the school / college to share this commitment

2.2 DEPOSIT

- (a) A non-refundable deposit of 20% of the hire charge is required at the time of booking for new bookings.

2.3 CANCELLATIONS

- (a) Notice of cancellation must be given, in writing, to the School Business Manager at least 14 days before the hiring date. If notice is not received in time then the Hirer will be liable for any costs incurred. Deposits are non-refundable.
- (b) The Governing Body reserves the right, by notice to the hirer, to terminate the hiring at any time for reasons outside of their control and to return to the hirer any monies paid by way of deposit. The Governing Body shall not be under any liability to the hirer for any loss or damage they may sustain arising out of such termination.

2.4 PUBLIC LIABILITY INSURANCE

- (a) All Hirers must have adequate Public Liability Insurance cover as a condition of the Letting. Please enclose a copy of your own cover with this application.
- (b) If Public Liability Insurance is not held by your organisation/group, you must ensure that adequate cover is obtained. Written confirmation from the insurance company or broker concerned will be required by the Head of Operations prior to the Letting.

2.5 HIRERS' RESPONSIBILITIES

The Hirer shall:

- (a) vacate the premises by the time stated on the Booking Form.
- (b) obtain the necessary licence if alcohol is to be sold.
- (c) Agree and confirm the responsible Designated Premises Supervisor
- (d) be responsible for obtaining the licence of the owner of the copyright of any dramatic or musical work intended to be performed or sung and must indemnify the school against any infringement of copyright.
- (e) ensure that any equipment brought onto the premises and used is safe and meets the standards of any statutory requirements regarding its serviceability, control and use

- (f) fireproof all scenery and props etc. to be used in any performances, in accordance with instructions issued by the County Fire Officer.
- (g) observe Cambridgeshire County Council and the School's '**NO SMOKING POLICY**'. All those who use the premises are kindly asked to refrain from smoking or vaping on the premises at all times.
- (h) observe the School's Health & Safety Policy.
- (i) comply with all applicable notices and signs.
- (j) immediately evacuate the premises by the nearest Fire Exit on the sounding of the **Fire Alarm**.
- (k) inform the *site manager* immediately of any **accidents/incidents**.
- (l) leave the premises and equipment as found.
- (m) If any additional expense is incurred, arising from the letting i.e., damages to school property or equipment, the person/organisation hiring the school / college will be responsible for any such expense and charged accordingly, there would also be additional costs for any extra cleaning.
- (n) Persons hiring premises or grounds will be held responsible for any damage to buildings, furniture, equipment or other property and a claim for the reinstatement, replacement or repair of such will be made whether as a result of the negligence of the Hirer or his/her invitees, employees or agents during the period of hire. The Hirer shall be deemed to have undertaken to pay the cost of such reparation by signing this hire agreement. **Please note** that no nail or fastening of any kind shall be driven or put into any wall, partition, pillar or other fittings or furniture.
- (o) Hirers are also responsible for notifying the site manager of any defects with equipment or the property that they identify whilst using the facilities. Notification should be given to the site manager immediately.
- (p) In respect of Item 2.5(m), the Hirer will be expected to insure this risk and hold legal liability insurance to cover claims directly arising from their group or organisation's activities.
- (q) The Hirer is responsible for the supervision of all persons attending the premises for the purpose of the hiring whilst they are on the premises or on any part of The Bellbird Primary School and for preserving good order.
- (r) The school cannot accept responsibility for any loss, damage, accident or injury arising during the Hirer's use of the premises, or to any member of the Hirer's party and the hirer shall indemnify the Governing Body against all claims, demands, actions or proceedings.

- (s) A car park is situated at the front of the school building. If your function involves many cars you are advised to contact the Police so that they may put 'No Parking' cones on the road adjacent to the school. All vehicles are parked at the owner's risk. The School takes no responsibility for theft or damage to vehicles while parked on the premises.

3.0 FORM OF AGREEMENT & INDEMNITY

3.1 A Booking Form must be completed for each letting (one form can be completed for weekly or monthly bookings as long as the time frame is stated on the form), giving full details of use of premises/equipment.

3.2 The following indemnity will be included on the Booking Form and must be signed by the Hirer before the booking can be accepted:-

"I certify that I am not less than 18 years of age. I have read and agree to be bound by the Terms & Conditions of Hire, for the time being in force, and I accept responsibility for the observance of the conditions and agree to pay on demand the letting charge hereby incurred.

I hereby indemnify the Governing Body of Name of school against all claims in respect of injury, loss or damage (including damage to the premises and equipment) arising from this letting.

(In requiring this undertaking the Governing Body does not seek to absolve itself or any employees from liability as owners/occupiers of the premises.)"

3.3 The Governors reserve the right to refuse any booking which is deemed unsuitable.

4.0 CATEGORY OF USER

SCALE 1: Lettings to Private Organisations or Individuals.

SCALE 2: Statutory Use, Community Users & Charities

- a) **Statutory Use:** eg Parliamentary Elections; Meetings of candidates for Parliamentary Elections; County Council, District Council & Parish Council Elections; Parish meetings and Parish Council meetings.
- b) **Surgeries** held by **MP's** or **Councillors**.
- c) Use by **District Councils** for **Civic Receptions** on one occasion per year.
- d) **Fund Raising** activities by recognised **Charities**.
- e) Use by **Community Users** (ie individuals and organisations who are regular users of the school).

5.0 SCALE OF CHARGES

5.1 The Scale of Charges will be revised annually at the beginning of each financial year in April.

5.2 All lettings of the school premises shall cover the costs of heating, lighting, water, caretaking and cleaning costs.

HIRING OF SCHOOL / COLLEGE PREMISES – 1 September 2024 – 31st August 2025

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B) SCALE OF CHARGES – Per hour

NORMAL HOURS			OUTSIDE NORMAL HOURS	
Monday-Thursday (until 10.00pm) Friday (until 9.00pm)			WEEKDAYS & WEEKENDS	
ROOM	SCALE 1 £	SCALE 2 £	SCALE 1 £	SCALE 2 £
Main Hall	75	16 - 24	75	16 - 24
Field	75	16 - 24	75	16 - 24

Jigsaw and Premier Education are charged separately through a service level agreement (SLA) reviewed annually.

*Weekends will be subject to a minimum 3 hour charge at the discretion of the school

ADDITIONAL CHARGES

Setting up/Clearing up time:	This must be allowed for when completing the Booking Form otherwise charges for any additional time will be added to the final invoice.
Insurance:	Charged at 12.5% of Lettings charge or £1.30 (whichever is the greater) + 6% Insurance Premium Tax

Please note that the use of ladders and tower scaffold is strictly forbidden unless a current recognised certificate is produced at time of booking.

E) **USE OF PREMISES DURING SCHOOL HOLIDAY PERIODS**

By negotiation and subject to availability.