Lettings Policy

Policy	**Lettings Policy**
Reviewed by	**F+R Committee**
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INTRODUCTION

The Governing Body of The Pines School regards the School building and grounds as a community asset and will make every effort to enable them to be available for the delivery of extended services including community use. However, in doing so the main function in delivering education for our pupils must not be compromised as a result.

The education of children is the prime purpose of our School, however we believe education is a lifelong process which should be open and accessible to all. This document outlines the policy of the School with regards to lettings. It sets out the facilities available, the charges and the responsibilities of the Governors and the users when the premises are hired.

The use of our premises at times other than during the School day is under the control of the Governing Body of our School. (Education Act 1986, sect.42 no.2). With delegated responsibility given to the Finance and Resources Committee

Our lettings policy operates within the framework of the Bracknell Forest Borough Council Equal Opportunities Policy. The Sex Discrimination Act 1985 and the Race Relations Act 1976 apply throughout this policy and will be adhered to throughout all stages of our lettings procedures.

Having regard to our duty under the Race Relations Act 1976 (but without prejudice to our duties under the Representation of the People Act 1983) the Governing Body will not let the School premises to organisations whose purpose is, amongst other things, to encourage racial discrimination and/or disharmony between persons of different racial groups, or are otherwise involved in activities prejudicial to good race relations.

In deciding whether or not to let our premises the Governing Body will also have regard to the likelihood of any damage being caused to the premises, or neighbouring premises, and any nuisance that may arise, as a result of accepting the booking.

In any event, the Governing Body reserves the right to require a reference from a Local Authority or other reputable Hirer, before any booking is accepted.

We will consider letting to any group able to comply with the terms and conditions outlined in this policy. These terms and conditions are clearly stated in the Conditions of Let document, which will be sent out with all application forms.

The final decision on compliance lies with the Governing Body.

Definition of a letting:

A letting may be defined as "*any use of the School premises (building and grounds) by either a community group or a commercial organisation.*

A letting must not interfere with the primary activity of the School, which is to provide a high standard teaching and learning environment for all its pupils.

Charges for a letting:

The Governing Body is responsible for setting charges for the letting of the School premises. Any charge levied must cover the following costs:

- Cost of services (heating, lighting and water)
- Costs of staffing (additional security, caretaking and cleaning, and include on costs)
- Cost of administration
- Cost of wear and tear
- Cost of Insurance if necessary (currently 10.4% of the hire charge or £2.60 whichever is the greatest)
- Cost for the use of School equipment (If applicable)
- Profit element (If appropriate)

The charge levied for each letting will be reviewed no less than annually by the Governing Body. The review will take place during the Summer Term for implementation with effect from the 1st September of that year. Current charges will be provided in advance of any letting being agreed.

VAT:

Room Hire

Charges for hiring-out of rooms and basic furniture without equipment, some regular long-term bookings, and 'community lettings', are exempt from VAT.

The hiring of equipment or extra facilities (such as catering, sound, musical instruments, disco lighting, etc) is subject to VAT.

Sports Facilities

The hire of sports facilities, including sports halls, football pitches, and tennis courts, are subject to VAT. However, if they meet the following requirements then they qualify as being exempt:

- Letting is for more than 24 hours continuously OR a series of 10 or more sessions for the same activity in the same place, separated by at least one day and not more than 14 days
- The Hirer must have exclusive use of the facilities
- The series must be booked at the same time (but don't need to be paid at the same time)
- The Hirer must be a club, association or a group of clubs – this does not apply to companies or private individuals

If additional lettings are made and do not comply with the time constraints, then VAT will have to be charged on the new lettings. If a booked session is missed and a refund made to the Hirer then this will probably invalidate the timing conditions, and a VAT charge will have to be made.

Management and Administration of lettings:

The Headteacher is responsible for the management of lettings, in accordance with the Governing Body's policy. The Headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the letting process.

If the Headteacher has any concerns about whether a particular request for a letting is appropriate or not, she will consult with the Chair of the Finance and Resources Committee which has been given delegated authority to determine the issue on behalf of the Governing Body.

TERMS AND CONDITIONS OF HIRE

1. Use of all School premises will be granted at the discretion of the Governing Body of The Pines School provided that the use does not interfere with the School's requirements for educational purposes and that the stated objectives of the user are acceptable to the School.

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful extremist background. The hire agreement is personal to the Hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the School to them or creating any tenancy between the School and the Hirer.

The Hirer shall not sub-let the premises to another person.

2. Normal opening hours (Term-Time) of School premises for letting purposes *are -7am – 8:30pm weekdays and 8am-5pm at weekends is subject to availability. Schools will not normally be available during School closure dates, i.e. School holiday periods/Public Holidays except for the following groups between the hours of 8am – 3:30pm :-*
a. Education & Children's Services Lets including Sports Development
b. Approved Council Playgroups, Kids Clubs or After School Care Club (between 8am – 3:30pm)

School functions will receive priority over external lettings.

3. Election Meetings

Elections or referenda will take priority over all requests for the use of School premises during European, National, and Local Government Election periods.

4. Use of Kitchen/Catering Facilities

The use of kitchen facilities and services will incur additional charges and may in certain circumstances only be permitted in the presence of The Pines staff. **Breach of this condition may result in the withdrawal of the booking.**

No food or drink may be prepared or consumed on the property without the direct permission of the Governing Body, in line with current food hygiene regulations. All litter must be placed in the bins provided – with due regard being given to the School's recycling facilities.

5 Areas of Use / Car Parking Facilities

Activities must be confined to the times and areas of the School which have been approved and all areas used should be left as found. If this condition is not adhered to, an additional charge may be made. The Hirer shall be responsible for ensuring that the number of persons does not exceed that for which the application was made and approval given.

Subject to availability, the Hirer and other adults / visitors involved / attending the letting may use the School car parking facilities. Neither the School nor the Local Authority will accept any responsibility in terms of damage, theft or loss of any car left in the car park during the hire period.

The user must not (and ensure that any person entering the Premises during the period of the Letting does not) cause any nuisance or disturbance to the Governors, School or surrounding neighbours.

Access to toilet facilities is included as part of the hire agreement.

6 Reporting of Accidents/Incidents

The user is responsible for any damage to the School's property as a direct result of the event taking place and for the conduct of the members of the organisation/club during the period of use. Repairs required as a result of wilful damage by members will be charged to the user. The School accepts no liability for accidents on the premises. Damage to property and injury to persons during the time of use should be notified immediately to the Site staff or Headteacher as soon as possible.

There is no legal requirement for the School to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, which may include the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. It is recommended that the Hirer has access to a mobile phone at all times throughout the letting to cover any emergency event.

7 Public Liability

The School or Local Authority accepts no liability for injury, loss, or damage suffered on the premises arising out of the letting. **The minimum limit for Insurance cover is £5 Million.** The Hirer must produce the appropriate schedule of insurance cover before the letting can be confirmed.

If the Hirer is unable to provide the School with sufficient evidence of Public Liability Cover it will arrange cover via the School's Public Liability Insurance Policy at a charge of 10.4% of the Hirer charge or £2.60 whichever is the greater.

The user must indemnify and keep indemnified the School and Bracknell Forest Borough Council, together with their employees, and agents from and against all actions, claims, proceedings, costs, damages, liabilities and expenses in respect of injury to any persons (including injury resulting in death) and damage to and loss of property which may arise from, or in consequence of the exercise or purported exercise of the hiring (with the exception of death or Injury which may occur by reason of the negligence of the Governors or Bracknell Forest Borough Council or their employees or agents acting with the scope of their authority)

8 Personal Property

The School accepts no liability for any damage, injury or loss of property brought to or left in the School or School car parks by persons using the premises.

9 Uncontrolled Hazards

The nominated School employee will be responsible for informing the user of any uncontrolled hazards which may pose a risk to the members of any group using the School, and which may not be readily identifiable by the user (e.g. damaged flooring, blocked access routes or other hazards which may be of a temporary nature due to construction works etc).

10 Child Protection

Any organisation submitting a letting request involving working with children and / or young people must also provide the School with a list of staff detailing their name, CRB / DBS disclosure number and date of disclosure. A signed copy of their current child protection policy is also deemed good practice.

When the activity is a sports club, sports coaches must also provide evidence of holding the appropriate qualifications and follow the Local Authority guidelines for working in Schools. The Hirer must also ensure that the correct adult / child ratios are always adhered to. The Hirer is responsible for supervising any children taking part in an activity until a responsible adult collects them.

11 Health & Safety

The user shall appoint a competent and responsible person who shall be present and in charge during the period of use, and an adequate number of competent persons for supervisory duties, who shall take appropriate action to safeguard the health and safety of all participants and to prevent any form of damage to the premises or any misuse of the facilities granted by the School. Efficient door control must be maintained at all doorways leading to and from the premises to ensure that free egress by the various exits is maintained during the period of use.

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

Any equipment used should not compromise the safety of users of the equipment or premises and this includes ensuring that:

- Alcohol is not consumed (unless the appropriate licence has been obtained and a copy provided to the School prior to the commencement of the Letting)
- Emergency exits/ Fire extinguishers and alarm points are not obstructed
- Adequate walkways are available to allow free and easy access and egress
- No gas cylinders or canisters are used inside the premises or on the School grounds
- Combustible materials are not placed adjacent to heat sources
- Equipment is used for the purpose for which it is intended
- Electrical equipment is PAT Tested and complies with the British standards when applicable
- Flammable or hazardous substances are not to be used
- No open fires, candles or unauthorised electrical equipment to be used on the Premises

The person in charge will be responsible for completing and signing any attendance log.

12 Evacuation

The person in charge must acquaint themselves, and everyone in their care, with the Fire Procedures and the position and use of fire appliances and Fire Exits. Further details can be obtained from the nominated School employee. Persons in charge should be aware of the location of the assembly point and at all times have access to a mobile phone in case the School telephone is not immediately available. **It is the responsibility of the organiser to arrange for First Aid Facilities / Personnel throughout the duration of the event.**

13 Hirers equipment / Electrical Equipment

The Hirer should state on the hire agreement any equipment he / she intend to bring into School. They are responsible for ensuring the suitability of the equipment and for ensuring that it is in good order.

Portable electrical equipment may only be used in School premises if it has been PAT tested to ensure that it has no electrical defects which could constitute a safety hazard. The intention to use any electrical equipment must be notified on the application. Copies of the PAT Testing certificate must be provided to the School prior to the commencement of the Letting. It should be noted that this may be audited at any time during the let period.

14 Use of School Equipment

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling or fixing of nails or screws into fixtures which form part of the School fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

The use of School equipment (e.g. pianos, gym equipment, PC equipment, OHP, Screens, Flip charts etc.) is **NOT** included with the accommodation booked but can be discussed when hiring. **Permission for the use of such equipment must be obtained prior to hire.** Responsible adults must supervise the use of any equipment that is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of School equipment they are using, and for the equipment safe and appropriate use. Use of the Schools resources, including telephones, photocopiers and printers are not included in a letting agreement unless expressly agreed at the time of the letting. It should not be assumed that the School office may be available during the time of the lettings and for that reason the Hirer must have access to a mobile phone to cover the event in an emergency.

15 Footwear and Clothing

All users should ensure that the correct clothing and footwear are worn for specific activities. Indoor non-marking soles and, for outdoor activities, appropriate outdoor astro boots or trainers are mandatory. Participants should ensure that footwear is cleaned before re-entering the building.

Cultural differences and the specific needs of disabled people will be respected.

16 Smoking Policy

The whole of the School premises is a non-smoking area, and Smoking is not allowed in any part of the School grounds or buildings at any time during the period of a let. *Failure to comply with the law is a criminal offence. Individuals may be fined a fixed penalty of £50 for smoking in no smoking premises. The user or person in control of any group using no smoking premises could also be fined a fixed penalty of £200 for allowing others to smoke in no smoking premises.*

17 Licences

The user shall be responsible for securing any permits required for the performances of copyright work. The School will not be liable for any damages and expenses claimed by any person or company as a consequence of the

performance of copyright work for which the user did not obtain a license from the Performing Rights Society or any other appropriate licensing body.

With any Let involving the sale of goods, the applicant is responsible for ensuring that the correct licence, if required, is obtained. Contact should be made with the Licensing Section at Bracknell Forest Borough Council where licence requirements and procedures will be explained.

18 Photography

The use of cameras, videos and other equipment with the capacity to photograph is allowable provided the person responsible for the let has obtained any necessary permission, i.e. from parents of children or persons being photographed. It should be noted that this may be audited at any time during the let period.

19 Alcoholic Beverages / Drugs

Subject to the conditions imposed by the School alcohol may, on certain occasions, be served, **NOT SOLD**, in School premises. The applicant should contact Bracknell Forest licensing department to discuss requirements.

Any person who is thought to be under the influence of alcohol or drugs will be refused admittance.

20 Site Security

The Governing Body will ensure a person is responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. The cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys must not be passed to any other person without direct permission of the Governing Body of the School.

The Governing Body reserves the right of access to the premises during the letting. The Headteacher (or delegated officer) or members of the Governing Body or appropriated Delegated Committee, may attend to monitor activities from time to time.

21 Statutory Compliance

Each party warrants and undertakes to the others that it will comply with all laws, rules, regulations, decrees and other ordinances issued by any supra-governmental, governmental , state or authority relating to the subject matter of this Agreement and to the performance by the parties hereto of their obligations under this Agreement. This includes but is not limited to:

- Health and Safety at Work Act 1974
- Race relations Act 1976 and the Race relations (Amendment) Act 2000
- Sex Discrimination Act 1975
- Disability Discrimination Act 1995
- Care Standards Act 2000
- Data protection Act 1998

22 The School shall provide normal heating, lighting and ventilation. Any incidental expenses incurred shall be met by the user. ***An additional charge will be levied of £20 if the facilities are not left clean and in good order.***

23 The School reserves the right to ask applicants for copies of audited accounts to verify that the correct charge for accommodation is being applied.

24 The School reserves the right to cancel any approved application in exceptional circumstances. The maximum advance notice practicable will be given.

25 A draft copy of any information proposed for distribution which contains any reference to the School must be sanctioned by the Headteacher (or delegated officer) at least one week prior to the proposed distribution by the Hirer.

26 Failure to observe these Conditions may result in the withdrawal of the booking. In these circumstances any charges already paid will be forfeited.

Scale of Charges

Private use (activities which sit outside the day-to-day life of the School day), e.g. aerobics, slimming clubs, which generate income for the provider are charged the 'private cost.'
Charity use (activities which sit outside the day-to-day life of the School day but are carried out by charitable organisations), e.g. church, brownies, scouts, are charged the 'charity cost' which is one quarter of the 'private cost.'

ACCOMMODATION	MAXIMUM NUMBER OF PEOPLE	PRIVATE COST PER HOUR	CHARITY COST PER HOUR
HALL (UPPER OR LOWER BUILDING)	150	£20	£5
BASIC CLASSROOM	30	£10	£2.50
FOOTBALL PITCH (WITHOUT CHANGING FACILITIES)	30	£20	£5
GYMNASIUM	30	£20	£5

If any equipment used is damaged the provisions in sections 6 and 14 will apply.

After-School club providers who charge pupils to attend will pay £1 per pupil per session

Discretionary variation of charges up to a maximum of 20% of fixed rates.

BOOKING PROCEDURES

1. Applicants should fill in an application/booking form and email to the School at sbm@thepinesschool.org.uk .

2. The person signing the application form (then known as "the Hirer") is responsible for all aspects of the let. By signing the application form, the person signing is acknowledging and agreeing to adhere to all aspects and conditions of our School's lettings policy.

3. A signed application does not guarantee the booking will be granted.

4. Where the application for a let is accepted, the applicant will be sent a letter provisionally confirming the let and an invoice to cover the cost of the let.

5. The Hirer should then pay the booking invoice, in full, at least 28 days prior to the date of the let, and ensure that they receive a receipt of payment. This will them confirm the booking agreement.

6. Any requests for amendments to the booking must take place at least 10 working days prior to the date of the let. Where amendments are agreed, an additional administration charge of £10.00. Will be payable. The Hirer must not presume that any amendment will automatically be agreed. Confirmation of any amendments will be sent to the Hirer in writing.

7. For those organisations that hire the premises and provide after-School clubs that pay a 10% contribution of their generated income, attendance registers for each session and payment is submitted at the end of each half-term.

CANCELLATIONS

1. The School must be notified of any cancellation at least 28 days prior to the date of let. However, notification at the earliest possible time is appreciated.

2. Where notification is given to the School at least 28 days prior to the date of the let, the booking charge will be refunded in full. Your custom will be welcomed again at any time in the future.

3. Where notification is given to the School less than 28 days prior to the arranged date of the let, the Hirer will be entitled to a 50% refund only. Exception will be made for outdoor facilities when cancellation is due to adverse weather conditions.

4. Where a cancellation is made by the Governing Body of the School, the Hirer will be entitled to a full refund. The Governing Body will endeavour to notify the Hirer at the earliest possible moment, however, no guaranteed period of notice can be offered.
The Governors may give verbal notice to the User that the premises are temporarily unavailable and will be controlled by the Governors in the following instances:

- Where the School is closed for any reason
- Where the premises are in the Governors opinion unsafe to be used by the User
- Where there are emergency circumstances which require the use by the School of the premises

Regardless of when notification is given to the Hirer, the Hirer will not be entitled to any compensation.

5. It is the Hirer's responsibility to notify participants (parents where participants are School age), preferably in writing, of any changes in dates or venues at least one week in advance.

Please note:

a. The above conditions apply for cancellation of total or part of a booking.

b. Where the Hirer makes a permanent cancellation during the course of a letting agreement, the Hirer will receive a refund for any outstanding sessions but no compensation will be available.

COMPLAINTS PROCEDURES

What if the School has a complaint about our group/organisation?

If the School has concerns about a let, the following procedures will be followed:-

1. A representative of the Governing Body will verbally raise the concern with the named Hirer.

2. The situation will be monitored for two sessions to allow the issues to be addressed.

3. If the situation remains unresolved, the Hirer will receive written notification of the concern and a further two sessions will be given to allow the Hirer to address the situation.

4. If the matter remains unresolved, the Hirer will receive formal written notice of termination of the booking agreement. This will be implemented 72 hours from the date of the letter of notification.

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Please Note: If the Hirer breaks the conditions of usage, the let can still be terminated immediately.

What if I, as the Hirer, have a complaint about my let or booking agreement?

If you as the Hirer have a complaint or concern regarding your let, the following procedures should be followed:-

1. Talk to the named representative of the Governing Body and discuss the problem. Allow 5 working days for the situation to be resolved.

2. If still unresolved, the Hirer should notify the Governing Body through the Headteacher in writing and allow 5 working days for the situation to be resolved.

3. If still unresolved, the matter will be placed on the agenda of the next appropriate committee of the Governing Body. (If the concern needs urgent attention, a special meeting of this group will be convened.)

4. If still unresolved, the matter will be taken to the next full Governing Body meeting and the Hirer will receive a written response from the Chair of Governors detailing the outcome.

What if a third party complains?

1. If the School receive a complaint from a third party the Governing Body will be notified of the complaint.

2. The matter will be investigated by a representative of the Governing Body and a written response will be sent to the complainant within 10 working days.

3. If any further correspondence is received, the matter will be placed on the agenda of the next appropriate Governing Body committee. A final response will then be sent by the Chair of the Governing Body explaining the final outcome.

APPEALS PROCEDURE

1. If a Hirer has a letting agreement withdrawn, they have a right to appeal to the Governing Body.
2. The appeal should be made in writing and will be presented at the next full meeting of the Governing Body.
3. The Hirer will be informed of any action and/or decision taken by the Governing Body.
4. The Governing Body's decision is final.

Appendix 1 - The Pines Application for Hire of Premises

NAME:	
ORGANISATION:	
ADDRESS	
POSTCODE	*TELEPHONE NUMBER*
EMAIL ADDRESS	
PLEASE STATE BRIEFLY THE AIMS OF YOUR ORGANISATION	
ACCOMMODATION REQUIRED (HALL, CLASSROOM ETC)	
WILL SCHOOL EQUIPMENT BE REQUIRED? PLEASE SPECIFY IF ELECTRIC POINT REQUIRED? IF SO, PLEASE GIVE DETAILS OF APPARATUS TO BE USED AND PROVIDE APPROPRIATE PAT TESTING CERTIFICATE.	
DATES OF HIRE (IN THE CASE OF BLOCK BOOKINGS ALL DATES REQUIRED MUST BE STATED)	
NO. OF PEOPLE	*NO. OF SESSIONS*
BETWEEN WHAT HOURS WILL THE ACCOMMODATION BE REQUIRED? (INCLUDING PREPARATION TIME)	
FOR WHAT PURPOSE WILL THE ACCOMMODATION BE USED? (ALL PROPOSED ACTIVITIES MUST BE STATED)	

ACCOMMODATION	***MAXIMUM NUMBER OF PEOPLE***	***COST PER HOUR***	***AFTER-SCHOOL CLUB FOR PUPILS (PLEASE TICK)***
INTERVIEW ROOM	*2-4*	*£5*	
HALL (UPPER OR LOWER BUILDING)	*150*	*£20*	
BASIC CLASSROOM	*30*	*£10*	
SPORTS PITCH (WITHOUT CHANGING FACILITIES)	*30*	*£30*	
EQUIPMENT		***COST PER BOOKING***	
OVERHEAD PROJECTOR, COMPUTER & SOUND SYSTEM		*£10*	
KITCHEN FACILITIES		*£10*	
ADDITIONAL EQUIPMENT (PIANOS, FLIP CHARTS, GYM EQUIPMENT, ETC.)		*£5*	

- The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (see Terms and Conditions for further details).
- The Hirer confirms that arrangements are in place with reference to First Aid (see Terms and Conditions for further details). The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment (see Terms and Conditions for further details)
- I have read and understood the policy and conditions required of me as Hirer.
- I confirm that I am over 18 years of age, and that the information provided on this form is correct.

Signed: …… Date: ……

Appendix 2 - Use of Facility Certificate

Reference Number		**Hirer**		**Date**	

Location		Time In		Time Out	

Set up required (numbers/type)		Catering required (times/food/T&C)	

School Equipment Required		Hirers Equipment Being Used	

We have agreed that the condition and set up of the area is acceptable on taking charge of the hired area.

Hirer: Signature: .....

Site Supervisor: Signature: .....

Date: ..... Time: .....

We have agreed that the condition *is/is not acceptable compared to that on taking charge of the hired area. (* Please delete as necessary)

We are agreed that the Site Supervisor *was/was not/will be required to spend extra time on duty. (* Please delete as necessary)

Estimated time required: .....

But should the time exceed this, the Hirer will be advised at the earliest possible opportunity.

Hirer Signature: .....

Site Supervisor Signature: ..... Time: .....