



BENSHAM MANOR *School*

Lettings Policy

Last reviewed: December 2023



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.

Weekend (Saturday and Sunday) HOURLY CHARGES APPLY CAR PARK IS ONE OFF

CHARGE our lettings end at 6pm no late bookings

CHARGES	Community Use (Regular)	Community Use (One off)	Commercial use (Regular)	Commercial use (One-off)	MAXIMUM NUMBER OF PEOPLE
Classroom	£20	£30	£25	£30	20
Hall	£45	£55	£45	£55	100
Playground	£35	£40	£35	£40	200
Muga	£35	£40	£35	£40	60
Car Park only	£35	£40	£35	£40	25 cars
Small Adult Gym	£35	£40	£35	£40	25
Gym Hall	£35	£40	£35	£40	100
Food Tech Room	£35	£40	£35	£40	20
Dining hall area with heating facilities for food	£55.00	£55.00	£65.00	£65.00	100
Sports Equipment hire	£10.00-£15.00	£10.00-£15.00	£15.00-£20.00	£15.00-£20.00	0

A - Commercial Rate:

Individuals or Commercial Groups/Organisations who are profit making;

B - Community:

All other Croydon Council Departments our general public for events and parties

GENERAL POINTS

- The school has priority use of the property.
- Lettings is permitted until 6pm at the latest as we are situated in a residential area.
- 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.

TERMS AND CONDITIONS FOR THE HIRE OF THE SCHOOL PREMISES

All terms and conditions set out below must be adhered to. The “Hirer” shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

The school retains the freedom to refuse to let the premises should it choose to (even to applicants who otherwise meet the criteria). Furthermore, the school reserves the right to cancel any lettings contract, with immediate effect, if the hirer has undertaken any activity which brings the school or the local authority into disrepute.

Status of the Hirer

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or 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 of creating any tenancy between the school and the hirer.

If a particular letting involves contact with the school’s pupils or other young people then:

- Any organisation submitting a lettings request involving working with children and/or young people must submit to the school evidence that appropriate policies and procedures are in place with regard to safeguarding children and child protection and provide evidence to the school of criminal record check relating to all staff and others working closely with children. The Board of Governors will ensure that there are arrangements in place to liaise with the school on these matters.
- The Board of Governors may require criminal records checks (DBS) relating to staff and other adults using school premises at a time when school pupils or other young people may be on site.
- The Board of Governors may agree to obtain DBS clearances on behalf of a hirer (DBS checks would require a minimum of a one half term advance notice) through Human Resources Services. The hirer incurs the cost of any DBS check obtained by the school and will be invoiced accordingly.
- The Board of Governors will require evidence of appropriate qualifications for hirers using facilities for specific activities.
- Where the activity is for example an after school sports club, sports coaches must also follow the Local Authority Guidelines for Working in Schools.

Priority of Use

The headteacher or person with designated responsibility will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

Attendance

The Hirer shall be responsible for ensuring that the number of persons using the premises does not exceed that for which the application was made and approval given.

Behaviour

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

Public Safety

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct; and, where applicable, the Hirer must adhere to the correct adult/child ratios at all times. The hirer shall be informed of the maximum number of attendees for each venue at the time of hire application.

In the event of an emergency, all occupants must leave the school by the nearest exit and assemble at the venue area as advised to them by the hirer. The hirer is responsible for familiarising themselves with emergency exits and must ensure that participants are aware of emergency evacuation procedures and assembly points. It is good practice to carry out emergency evacuation drills at suitable intervals. The hirer must, at all times whilst participants may be on site, have immediate access to participants' emergency contact details, and have access at all times to a mobile phone.

Own Risk

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.

Damage, Loss or Injury

The Hirer warrants to the Board of Governors that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £2 million. The Hirer must produce the appropriate schedule of insurance cover before the letting can be confirmed.

Neither the school, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the activities undertaken and supervision thereof during the letting of the premises.

The school will inform the hirer of any areas within the scope of the letting arrangements where asbestos has been identified, if there is a foreseeable risk of potential damage arising from the specific hire use of the building.

Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are 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.

Any electrical equipment you use for your event must be PAT tested and safe to use. Alternatively you can not bring appliances of your own or the site team and Nikita must be informed before hand.

School Equipment

This can only be used if requested on the initial application form, and if its use is approved by the headteacher. 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's safe and appropriate use. Use of the schools resources, including telephones and photocopiers, is not included in a letting arrangement 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 letting and it is recommended that the hirer has access to a mobile phone to cover the event of an emergency.

Hirer's Equipment

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

Any electrical equipment brought by the Hirer onto the school site **MUST** comply with the Local Authority Code of Practice for Portable Electrical Appliance Equipment. Equipment must either have a certificate (Portable Appliance Test) of safety from a qualified electrical engineer or be inspected by, or on behalf of, the Local Authority. The intention to use any electrical equipment must also be notified on the application.

Any of the hirer's own equipment should be brought into / removed from school within the time booked.

Car Parking Facilities

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.

Toilet Facilities

Access to the school's toilet facilities is included as part of the hire arrangements.

First Aid Facilities

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.

Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of the Board of Governors, in line with current food hygiene regulations. All litter must be placed in the bins provided; with due regard being given to school recycling facilities.

Intoxicating Liquor/Drugs

No intoxicants/drugs shall be brought on to or consumed on the premises. Any person thought to be under the influence of alcohol or drugs will be refused admittance.

Smoking

The whole of the school premises is a non-smoking area, and smoking is not permitted within school buildings or on school grounds at any time.

Suitable Footwear

Suitable footwear should be used. Trainers with marking soles are not permitted for sports activities in the gym or main hall. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

Copyright or Performing Rights

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Local Authority against all sums of money which the Local Authority may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

Sub-letting

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

Charges

Hire charges are reviewed annually and current charges are set out in the ***Hire Agreement***.

Variation of Scales of Charges and Cancellations

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Board of Governors on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days' notice is given by either party to the hire arrangement. The hirer will be charged the full amount for the letting if insufficient notice (i.e. less than 28 days) is given to cancel the hire agreement. It is the hirer's responsibility to notify participants (parents where participants are of school age), preferably in writing, of any changes in dates or venues at least one week in advance.

Payment for Letting

The person applying to hire the premises will be invoiced for the cost of the letting in accordance with the Board of Governors' current scale of charges. Payment must be received by the school either prior to or on the date of the letting taking place. The Hirer will be subject to an administration fee for late payment, again, in accordance with the Board of Governors' current scale of charges.

Security

The Board of Governors will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. This 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 Board of Governors of the school.

Right of Access

The Board of Governors reserves the right of access to the premises during any letting. The headteacher (or delegated officer) or members of the Board of Governors or appropriate Delegated Committee, may attend to monitor activities from time to time.

Conclusion of the Letting

The hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional charge may be made.

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until a responsible adult collects them.

Promotional Literature/Newsletters

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 proposed distribution by the hirer.

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:			
Appliances	Will you be bringing any electrical appliance of your own? Is it PAT tested if not you cannot use these items. I AGREE with this: YES/ NO		
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)	
Dining hall	
Car Park	
Other	
Invoice details	Name
Who do we send	Address
the invoice.	Email Address

Payment is required within 14 days of date of invoice. This is via a bank transfer. An invoice will be sent to you which will have the school bank details at the bottom.

Failure to comply with Bensham Manor Schools Safeguarding protocols will result in immediate termination of your Hire.

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)