

Bushey St James Trust



Lettings Policy

Last Reviewed:	December 2015	Next Review:	December 2017
Approved by:	Trust Board	Date:	10.12.15

Rationale

Bushey St James Trust is committed to enhancing the use of the School for the wider benefit of the community by the provision of community facilities.

Aims

The aim of this policy is to provide a model set of guidelines to enable staff and users to understand:

- The terms and conditions under which the Letting and Transfer of Control Agreement is provided
- Who is responsible for the routine control of School Lettings
- The responsibility of the hirer with regard to Health and Safety and Child Protection
- The fee charging practice and cancellation terms

Practice

1. Control

- a) The routine control of School Lettings is the responsibility of the Executive Principal who is authorised to negotiate fees within the limits determined from time to time by the Governing Body.
- b) The Authorised Representative for the school, The Lettings Co-ordinator, will manage the agreement on behalf of the School.

2. Procedure

- a) When an enquiry is received it is the responsibility of the Lettings Co-ordinator to ensure that an Application to Hire and Lettings and Transfer of Control Agreement is signed by both the hirer and Executive Principal (BMS) or the Headteacher (LRS).
- b) A copy of each of these documents is held on file by the Lettings Co-ordinator who will also ensure that the hirer has the relevant Public Liability Insurance in place.
- c) The continued co-ordination of the agreement is the responsibility of the Lettings Co-ordinator.
- d) The Lettings Co-ordinator will raise and send the invoice for payment which is required in full 10 days before the event takes place.
- e) It is the responsibility of the Lettings Co-ordinator to provide a monthly Lettings List for the Site Staff.
- f) It is the responsibility of the Lettings Co-ordinator to deal with any formal complaints made by the hirer in the first instance.

3. Charging

Please refer to Appendix A and B for Charges – Hire of Accommodation

- a) All lettings are to be paid in advance. Charging at the appropriate rate as set out in the Application to Hire and Lettings and Transfer of Control Agreements.
- b) The Lettings Co-ordinator may require payment of a damage retention fee for certain events. This fee, refundable after the event, is required in addition to the hiring fee.
- c) Discounts may be offered, however these are at the discretion of the Executive Principal.
- d) The lettings charges as set out in Appendix A and B may be revised by the Governing Body at usually twelve month intervals. The Governors will give 28 days' notice in writing of any variation to the fee. If the user does not wish to accept the fee variation, then it may give 28 days' notice in writing to end the agreement and in the intervening period the then current fee will apply.

4. Cancellation

The Governors may end the agreement by giving the User 28 days' notice to expire at any time. If

- a) Payment due under the agreement remains unpaid for more than 30 days after becoming due.
- b) The User fails to remedy any breach (capable of remedy), of any of the stipulations and conditions contained in the agreement, after being required to remedy such breach by 28 days' notice in writing or if the User breaches any stipulations or conditions which the Governors consider incapable of remedy.
- c) In extreme cases the governors may terminate this agreement summarily without notice and the user's attention is specifically directed to the Users liability in respect of health and safety, safeguarding children and child protection.

The Governors reserve the right by notice to the hirer to terminate the hiring at any time for reasons outside the control of the School Governors and to return to the hirer any monies paid by way of deposit, but the Governors shall not be under any liability to the hirer for any loss or damage s/he may sustain arising out of the termination.

The User may end the agreement at any time by giving one month's notice in writing to the Lettings Co-ordinator. If a letting is cancelled within 14 days of the date of hiring the Governors reserve the right to charge the hirer the balance of fee due.

5. Terms and Conditions for usage of Bushey St James Trust

- a) All applications of hire must be on the aforementioned forms.
- b) The User must maintain public liability insurance in the sum of 5 million pounds per claim and employer's liability insurance in the sum of 5 million pounds per claim. The user must

pay all premiums or other costs arising from the provision of such policies. Evidence of insurance must be witnessed and a copy will be held on file by the Lettings Co-ordinator. The User may opt to be covered under the Schools Public Liability Insurance at a charge of 5% of the total hire fee payable.

- c) The User shall not sublet the Premises.
- d) The User will make no alterations to the Premises without written prior consent of the Governors.
- e) The User undertakes either to make good or to reimburse for the cost of making good any damage to property of the Governors or School caused by the User, their staff, visitors or clients.
- f) The User must vacate the premises on time at the end of the period of control and the premises must be left clean and tidy. All rubbish is to be placed in black bin bags and placed in the appropriate bins in bin area.
- g) Where a licence for the sale of alcohol is necessary for a function the responsibility for obtaining such a licence is solely the User's. A copy of the licence should be passed to the Lettings Co-ordinator to be held on file.
- h) Seating accommodation in the rooms booked may be used, but the User must make his own arrangements for any additional chairs/tables etc and for removing them at the of the hire period.
- i) Furniture, instruments or equipment belonging to the User may only in exceptional cases be left or stored on the premises if stored safely by prior agreement by the school.
- j) There is a no smoking policy within the School.
- k) Users will have access only to the particular rooms let to them including the use of WC's. Under no circumstances is access permitted to any other part of the premises.
- l) The User must not (and must ensure that any person entering the Premises during the Period of Control does not) cause any nuisance or disturbance to the Governors or the School or neighbours.

The Governors will make arrangements for the premises to be opened 10 minutes before hire time commences. The User must vacate the premises no later than 10 minutes after the hire time expires. The User agrees to notify the Governors or their Authorised Representative where any session is to start late or end early. If the premises are not vacated at the agreed time an additional fee may be charged.

6. Health and Safety

For the duration of the Period of Control the User must ensure the following:

- a) Normal emergency procedures are followed.

- b) A First Aid Kit is provided.
- c) No school equipment is used, without the prior agreement of the School.
- d) Familiarity with emergency equipment, such as fire extinguishers, alarms, mobile telephone and First Aid facilities.
- e) An emergency evacuation procedure is established. This will detail who will be responsible for taking control, calling emergency services and where to assemble. Consideration must be given to the needs of disabled participants. Fire practice must be undertaken on a termly basis.
- f) Facilities and equipment (if made available) are used in a responsible manner, an orderly way and for the purpose for which they are hired and do not compromise the safety of the Users or the Premises and equipment.
 - Emergency exits, fire extinguishers, 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 was designed
 - Electrical equipment is PAT tested and complies with the British standards applicable
 - Flammable or hazardous substances are not to be used
 - No open fires, candles or unauthorised electrical equipment will be used on the Premises

Automated External Defibrillator (AED) - See Policy Health and Safety First Aid – Defibrillator.

The Procedure for use of the AED is as set out in the Letting and Transfer of Control Agreement.

7. Child Protection

The User undertakes to ensure that suitable arrangements are in place in regard to safeguarding children and child protection. Including the following:

- All staff, helpers or volunteers have enhanced DBS checks if working with children under the age of 18
- Provisions are in place for staff record keeping of DBS checks
- Policy and procedures for dealing with the DBS checks must be provided, if requested by Governors
- DBS checks are renewed on a 3 yearly cycle

Review

This guide and policy will be reviewed, and updated if necessary, every two years.

APPENDIX A: - Bushey Meads School

Accommodation	1st Hour	2nd Hour (and each subsequent hour)
Assembly Hall & Restaurant	£60.00	£60.00
6 th Form Study Centre	£27.50	£16.50
Music/Drama Suite (per large room)	£22.00	£11.00
Classroom/s (per room)	£22.00	£11.00
Dining Hall	£27.50	£22.00
Gymnasium	£27.50	£22.00
Sports Hall	£38.50	£27.50
Changing Room/Showers	£6.00 flat rate	-
Astroturf/Courts	£50.00	£50.00
Playing Fields (Football)	£20.00 per hour per pitch	Plus £6.00 for changing rooms
Catering Suite	£40 per hour	£40 per hour
Cricket Nets	£11.00 per net per hour	£11.00 per net per hour
Kitchen Facilities	£20.00 per hour	-
Sound and Lighting	£15.00 per hour	-
Assembly Hall can seat (Theatre Style) 250 people Restaurant set up for tables of 8 seats 128 people = 16 tables (max)		

Prices reviewed 1st December 2015

APPENDIX B: - Little Reddings School

Accommodation	1st Hour	2nd Hour (and each subsequent hour)
Junior Assembly Hall & Dining Hall	£45.00	£45.00
Infant Assembly Hall & Kitchen Area	£40.00	£40.00
Classroom/s (per room)	£22.00	£11.00
Junior Dining Hall	£27.50	£22.00
Playing Fields	£16.00 per hour	-
Kitchen Facilities	£20.00 per hour	-

Prices reviewed 1st December 2015