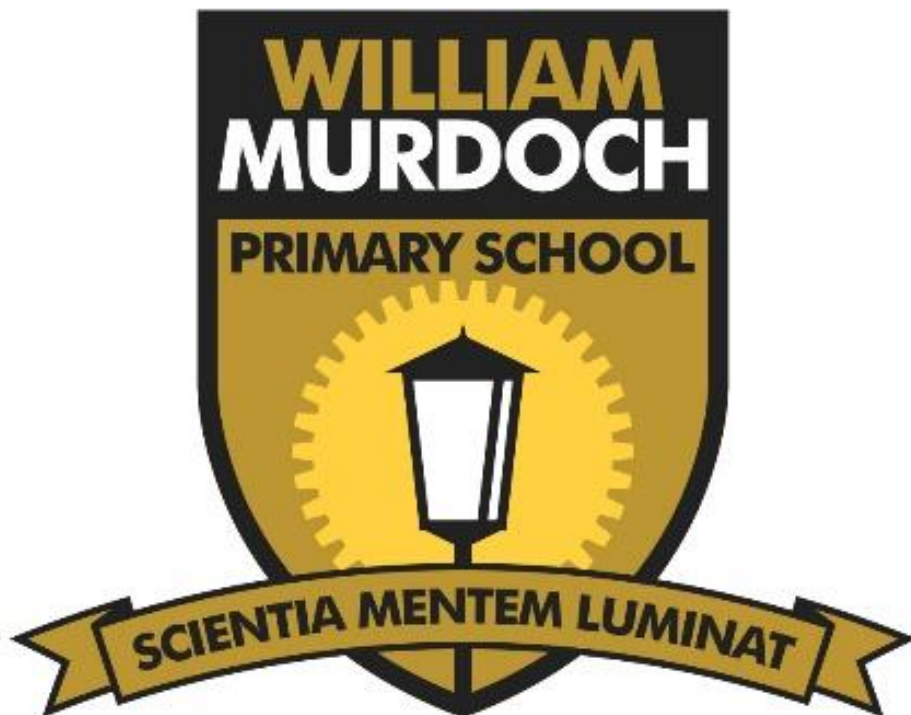


William Murdoch Primary School

Lettings Policy



Approved by:

Daniel Taylor

Date: 6 March 2024

Last reviewed:

Next review due by:

6 March 2025

The letting of the school premises by the community is welcomed, subject to the conditions outlined below. This has a two-fold function: to develop links between the school and the local community and to generate income for the school. However, use of the premises for school function will take priority over lettings.

The Governing Body will set charges for lettings on the following principles:

- Lettings to bona fide community groups will be charged at cost to cover caretaking, heat and lighting, wear and tear and administration, according to guidelines
- Where the school is used as a polling station Birmingham City Council or other relevant authority will be charged the additional costs incurred by the school
- Lettings by all other hirers will be charged at cost plus a profit margin to be determined by the governing board
- The school premises may be let for functions where a public entertainment licence is required, provided the security of the site is not compromised. It is the responsibility of the user to obtain any licence necessary
- Decisions to permit lettings will be made by the Governing Board. If the Headteacher believes the lettings should not be permitted he will report the reasons to the Governing Board for consideration
- All persons hiring the school premises will be expected to conform to the relevant Health and Safety regulations and No Smoking Laws. As a condition of letting, hirers must have a Health and Safety Briefing with the School's buildings supervisor and sign an agreement to meet site safety conditions.
- All hirers must carry sufficient Third Party Liability insurance to satisfy School's Building Services manager.

It is the policy of the Governing Board to be selective in the letting of our school facilities to local organisation and community groups only and to be selective where the purpose of any letting would appear to be detrimental to the general condition or otherwise of our facilities the letter will be refused.

Any income derived from lettings will be retained by the school and costs of lettings will be met from this income.

Security Arrangements

All persons hiring the school premises will be expected to conform to the security policy of the school. The Building Services Supervisor will identify the areas of the building which are available for each use and no other areas of the building should be entered at any time.

Cancellations

In the event of the school needing to cancel an agreed letting, the school or the Governing Board will not be liable for any claim for compensation (financial or otherwise) other than the return of any deposit money received. In the event of a cancellation by the hirer within 28 days of the booking, the deposit will be kept.

Monitoring and Review

This policy will be subject to annual review.

LETTINGS POLICY

Conditions of the hire of school accommodation

1. Interpretation

- i. In these conditions, the Governing Board means the Governing Board of William Murdoch Primary School; the Site Representative means the Governing Board's representative at the school; the Function means the purpose for which the accommodation is hired; the hired premises means the part of the accommodation hired; and the hirer means the person in whose name the premises are hired and who shall be present throughout the duration of the function. (For the purposes of the applications made by young persons under the age of 18, the name of the guarantor, who will be regarded as the hirer, shall be required).

2. Bookings

- i. All applications for the hire of accommodation must be made on the appropriate application form to be submitted to the Site representative not less than 15 days before and no more than 12 months in advance of the date of the function.
- ii. Application from young persons under the age of 18 shall include the name, address and signature of the guarantor who shall be resident in the City of Birmingham and over the age of 18.

3. Insurance

- i. As a condition of hire, the hirer must have public liability insurance cover in the name of the hirer and this must be in force during the period of hire.

4. Deposits

- i. A returnable deposit of £100 for social functions at which food and/or drink is to be served, or 50% of the hire charge for all functions, must accompany the application. The deposit will be returned to the hirer in full within 14 days of the function, subject to the hired premises being left to a required standard.

5. Charges

- i. Standard charges will be £30 including VAT, per session, up to 3 hours, plus caretaker costs of £21.50 per hour. The Governing Board reserve the right to alter charges without notice. The charge payable shall be that applying at the time of hiring NOT at the time of the application.

- ii. The full hire charge shall be paid not later than the date of the function. Any further charges which may become payable as a result of the hiring period being exceeded, or for any other reasons, shall be paid within 7 days of the function.
- iii. Regular bookings will be charged at 80% of the standard hire charges plus caretaking costs of £21.50 per hour. A regular booking is a set of dates for the duration of a term or more. Such bookings and dates must be agreed with the Headteacher of the school before the start of each term.

6. Cancellation

- i. The Governing Board reserve the right at any time to refuse, or cancel any function, without assigning a reason and will agree, in such circumstances, to fully reimburse any monies received from the hirer.
- ii. The hirer may cancel an application upon written notification to the site representative which must be received by not later than 14 days before the date of the function. The hirer will in such circumstances be liable to a payment of 25% of the charges applicable for the function. In the event that no notification is received within the time specified, the full charges will remain due.

7. Restriction of Use

- i. The use of the hired premises shall be restricted to those areas for which specific approval has been given and to those times specified in the hirer's application. Use of the premises' furniture, apparatus and other equipment will be subject to the prior approval of the site representative.

8. Assignments

- i. The hirer shall not assign or sublet the permission to use hired premises or the facilities within them.

9. Indemnification

The hirer shall indemnify the Governing Board against:

- ii. Any damage done to the hired premises, furniture, fittings, apparatus, appliances or other property whatsoever during the period of the function or arising as a result of such function and the expenses of making good such damage.
- iii. Any accidents, loss, injury (including death) or damage whatsoever sustained by any person or thing on the hired premises during the period of the function or arising as a result of the function.
- iv. Any infringement of copyright arising from the function.

- v. Any costs, claims or demands arising from the above.

10. Intoxicants and other Licences

- i. Hirers shall be required to state, at the time of application, whether the function will include the sale or use of intoxicants, or the public performance of music or dancing, stage or cinemagraph exhibitions. In such cases approval for the use of the hired premises shall be subject to the appropriate licence(s) being granted and to the inspection of the licence(s) by the site representative to the function.
- ii. The hirer shall be responsible for obtaining all appropriate licences and for the payment of all appropriate fees.
- iii. The hirer shall ensure that the sale or issue of intoxicants ceases not later than half an hour prior to the agreed end of the hiring period.

11. Prohibitions

- i. No bolts, nails or tacks are to be driven into any part of the hired premises or the furniture thereof.
- ii. No wax or powder to be placed on any floor.
- iii. Flammable materials and articles of an explosive nature are not allowed on the hired premises.
- iv. Animals are only allowed with the permission of the site representative upon booking.
- v. No alteration, addition or variation is to be made by the hirer to the lighting, or to other electrical installations (except by prior permission of the site representative), heating, fittings fixture or other arrangements of the hired premises.
- vi. No butane or calor gas canisters and no articles which are dangerous or offensive are to be brought onto the premises.
- vii. No cooking of food shall take place without prior permission of the site representative upon booking.
- viii. No furniture, apparatus or appliances are to be delivered to the hired premises, by or on behalf of the hirer, or unloaded, placed in position and removed by the hirer, or person employed by the hirer, for such purposes unless with the written agreement of the site representative upon booking.

12. Conduct

- i. The hirer shall be present at all times during the function and be responsible for the maintenance of good order, with special attention being paid to: -
- ii. The behaviour of those in attendance
- iii. The interests of residents in the neighbourhood so that they are not disturbed or caused any inconvenience.
- iv. Other functions being held elsewhere in the hired premises so that they are not interfered with.
- v. All those in attendance vacating the premises in an orderly manner and by the finishing time as stated on the application form.

13. Car Parking

- i. The parking of motorcycles, cars, lorries etc. on the hired premises shall be subject to the agreement of the site representative and permitted only on condition that: -
- ii. Any persons bringing such vehicles onto the premises, do so at their own risk and that they accept responsibility for any damage caused to, or injury to any person, or the property of the Governing Board by such vehicle, or the presence of such vehicles on the Governing Board premises
- iii. The hirer shall maintain at all times, adequate means of access to fire appliances and other emergency vehicles within the car parking areas, and shall provide stewards, as determined by the site representative, for this purpose.

14. Catering

- i. Any requests for the use of catering facilities should be made to the site representative at the time of booking.

15. Smoking

- i. This is not allowed on school premises.

16. Health and Safety

The Hirer shall: -

- i. Comply with all safety directives issued by the Governing Board and site representative.
- ii. Ensure that all passages, exits, and stairways in the hired premises are kept clear during the hired period.

- iii. Ensure that the number of persons admitted to the hired premises does not exceed the maximum determined by the Governing Board to comply with safety standards (details of the numbers permitted will be given by the site representative).
- iv. Notify the site representative immediately in respect of all accidents which may occur during the hiring period.

The Hirer shall not: -

- i. Introduce equipment to use in the hired premises, alter fixed installations, alter or remove fire and safety notices or equipment, or otherwise take any action which may create a hazard, without prior permission of the site representative.
- ii. Intentionally or recklessly interfere with or misuse anything provided in the interests of health, safety and welfare.

17. Right of Entry

- i. The Governing Board reserves the site representative and such other persons that may be duly authorised by him the right of free and unimpeded entry at all times to the hired premises.

18. Children and Young Persons Act 1933

- i. The hirer shall comply with the requirement of section 12 of the Children and Young Persons Act 1933 (printed at the end of this policy)

19. Cleaning

- i. The hirer shall be responsible for ensuring that the hired premises are left in the same condition as they were found. The Governing Board reserves the right to undertake an inspection following the function and to deduct from the hirer's deposit, as appropriate, or levy such charges as may be deemed necessary to reinstate the hired premises to a required standard.

20. Right to Free Speech

- i. The Governing Board endorses the principle of firm adherence to the right of free speech and reasonable access to public platforms for the purpose of that right, subject to the overriding need to ensure the safety of the buildings and the public and to avoid the fomenting of racial hatred and discrimination. Accordingly, the right is reserved to refuse applications for the hire of the premises for a purpose or by an organisation where there is cause for apprehension that there might be a breach of the above policy. Reference to the 'No Platform' policy must be made.

- ii. The City Council is not prepared to let land or buildings where it is satisfied that the safety of buildings and the public cannot be ensured; that the use will foment racial hatred or discrimination; that the use is by the Unification Church (no matter in what name an application is submitted); or that the use is by anti-democratic or neo-fascist group or supports of terrorism in general.

21. Site Representative

- i. All decisions made by the site representative shall be final. Any breach of these conditions of hire will be deemed sufficient cause for cancellation of the hiring.

22. General

- i. In the event of any matter arising in connection with the letting of hire premises which is not covered by these conditions, the Governing Board shall have full power and authority to deal with the same in such a manner as it may deem advisable.

CHILDREN AND YOUNG PERSONS ACT 1933 – SECTION 12 – reprinted.

Where there is provided in any building an entertainment for children, or an entertainment at which the majority of persons attending are children, then, if the number of children attending the entertainment exceeds 100, it shall be the duty of the person providing the entertainment to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building, or to any part thereof, than the building or part can properly accommodate, and to control the movement of the children and other persons admitted while entering and leaving the building or any part thereof; and to take all other reasonable precautions for the safety of children.

If any person on whom any obligation is imposed by this section fails to fulfil that obligation, he shall be liable, on summary conviction, to a fine not exceeding level 3 of the standard scale.