

Lettings Policy



BROOKLANDS PRIMARY SCHOOL

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Introduction

The Governing Body of Brooklands Primary School are keen to see that the premises at our school are used for the benefit of the whole local community. 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 handbook outlines the policy of our school with regard to letting. It sets out the facilities available, the charges and the responsibilities of the school and the users when the school premises are hired.

Having regard to our duty under the Equalities Act 2010 (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 school will also have regard to the type of activity and 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 school 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 our Conditions of Usage and Booking procedures documents, which will be sent out with all application forms.

The final decision on compliance lies with the school and its Governing Body.

TERMS & CONDITIONS OF BOOKING

1. The use of our school premises is permitted by the Governing Body on the understanding that the following rules are adhered to at all times, this is in addition to the Conditions of Hiring on the reverse of the school's Application for Use of Premises Form.
2. Once you, the Hirer, have accepted a permit to use the school premises, you are automatically bound by all terms and conditions of usage of the premises. The School and the Governing Body have the right to vary these terms and conditions at any time.
3. The person signing the application form, on behalf of their organisation, (then known as the Hirer) is personally responsible for ensuring that all terms and conditions of our lettings policy are adhered to.
4. The sale or consumption of alcohol is prohibited on the school premises without the hirer obtaining written confirmation on booking and holding the appropriate licence. If a hirer is uncertain as to the application of any of the licensing regulations, he/she should obtain further information from the Licensing Officer of Nottinghamshire County Council. The hirer must be able to produce the approved paperwork on request prior, during or after the period of hire.
5. A hirer who is organising events for children must have regard for the requirements of The Children Act 2004.
6. The hirer is responsible for informing the school, of any person sustaining injury or loss on the

school premises during the period of the let. This information must be presented in writing to the school within 24 hours of the event. Any further information required by the school must be made available on request.

7. No musical works in the repertoire of the Performing Right Society may be performed in public on the premises except on payment to the Society of the appropriate fee.
8. The School, the Governing Body or The Flying High Trust may cancel any permission granted to use the premises:-
 - a) If it should appear that the same or any part thereof will be required for public or official purposes whether of the School, Governing Body, Flying High Trust or otherwise or by anybody or person having a statutory right of user.
 - b) If any damage has been caused to the premises or to any property of the school thereon by reason of any previous use of the premises by the person or body now wishing to use the premises.
 - c) If breaches of the requirements of the licensing conditions or of the Justices in connection with public dancing, music or other public entertainment's occur.
 - d) If, for any reason, the school, Governing Body or Flying High Trust deem it necessary or expedient to cancel the license or permit.
 - e) If, for any reason, the school is closed, no compensation shall be payable by school, Governing body, or Flying High Trust to the hirer or any other person by reason of any such cancellation.
9. No person under the age of 16 years is permitted on the premises without adequate adult care and supervision.
10. Bookings will not be accepted from any person under 18 years of age.
11. No alterations or additions to the electrical installations at the school may be made. No electrical equipment may be used without being detailed and agreed at the time of booking and must be labelled confirming it has passed a Portable Appliance Test within the previous 12 months.
12. Where any use involves the erection and/or dismantling of a stage or any other equipment of the school, this will be carried out by the school at the expense of the hirer and will be subject to written agreement and payment at the time of booking and in any case prior to the letting commencing.
13. No advertising may be placed in any area of the school premises without the direct written permission of the school.
14. If the terms and conditions of hiring are contravened in any way, the school reserves the right to cancel any permission for further use and will inform the hirer in writing. In such event, the hirer will not be entitled to any compensation or refund of any payment made in respect of such use.
15. It is the responsibility of the hirer to ensure that any area of accommodation used in the course of the letting is left in the condition in which it was found and is maintained in a safe condition during the letting.
16. Any hirers must have a policy / statement on how those attending the event might raise a complaint to the hirer. Where the complaint is not related to the school or its staff etc., then the school will not become involved and carries no liability.

BOOKING PROCEDURES

Occasional Users

1. Applicants should fill in the 'Application for the Use of Premises Form' and return to the main school office before any letting can be considered. It would be advantageous to make an initial phone call to the school to ascertain the availability of the facilities. A £20 deposit should be sent with the application form.
2. The person signing the application form (then known as "the Hirer") is responsible for all aspects of the let.
3. By signing the application form, the person signing is acknowledging and agreeing to adhere to all aspects and conditions of the school's lettings policy.
4. A signed application does not guarantee the booking will be granted.
5. Where the application for a let is accepted, the applicant will be sent written confirmation by way of email provisionally confirming the let and an invoice to cover the cost of the let. Any additional returnable deposit required is entirely at the discretion of the school.
6. The hirer should then pay the booking invoice, in full 14 days prior to the date of the let, and ensure that they receive a written confirmation of the booking. This will then confirm the booking agreement. Failure to pay the invoice and/or returnable deposit (where required) will result in the application for the let becoming void.
7. Any requests for amendments to the booking must take place at least 14 days prior to the date of the let. The hirer must not presume that any amendment will automatically be agreed. Confirmation of any amendments will be sent to the hirer in writing.

Regular Users

1. Applicants should fill in in the 'Application for the Use of Premises Form' and return to the main school office before any letting can commence. These are to be renewed termly and may be subject to changes in lettings fees.
2. The person signing the application form (then known as "the Hirer") is responsible for all aspects of the letting.
3. By signing the application form and declaration of letting, the person signing is acknowledging and agreeing to adhere to all aspects and conditions of our school's lettings policy.
4. A signed application does not guarantee the booking will be granted.
5. Fees will be invoiced monthly and payment is required within 28 days of receipt of the invoice. This will then confirm the ongoing booking agreement.

Approved Activity Users

Approved activities are defined as having benefit for the education or welfare of the school's pupils where the period of hire is entirely within the school's usual opening hours. Examples of approved activities: wrap around child-care operated by the school or a contracted partner; after school activity or sports clubs.

1. Applicants should fill in an application/booking form and return to the main school office before any letting can commence. These are to be renewed on termly basis and maybe subject to changes in lettings fees.
2. The person signing the application form (then known as "the Hirer") is responsible for all aspects of the letting.
3. By signing the application form and declaration of letting, the person signing is acknowledging and agreeing to adhere to all aspects and conditions of our school's lettings policy.
4. A signed application does not guarantee the booking will be granted.

5. Fees will be invoiced monthly and payment is required within 7 days of receipt of the invoice. This will then confirm the ongoing booking agreement.
6. Any person associated with the hiring for approved activities must adhere to the schools Safeguarding Policy and procedures. Such persons arriving at school will clearly need to have provided the school office with DBS certificates and photo identification prior to the period of booking

Special Arrangements

Any special arrangements outside of the users above should be agreed by the Resources Committee of the school's Governing Body.

BOOKING TIMES

1. There will be no access to the premises before the commencement of the period. Hirers must allow sufficient time for preparation before the event when booking the time of the letting.
2. Access to the premises will be stated when the booking is confirmed in writing and from the booked time only. Car parking availability is extremely limited. Please note that vehicles must not be parked on the driveway or Zig-Zag lines at the entrance to the school drive as emergency vehicles require access at all times.
3. 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.

CANCELLATIONS

1. The school must be notified in writing of any cancellation as soon as possible.
2. Where notification is given to the school at least 4 weeks prior to the date of the let, 75% the booking charge will be refunded.
3. Where notification is given to the school between 3-4 weeks prior to the arranged date of the let, the hirer will be entitled to a 50% refund only.
4. Where notification of cancellation is given less than 2 weeks prior to the arranged date of the let, the hirer will not be entitled to any refund (other than the £20 non-refundable deposit).
5. Where a cancellation is made by the school, the Governing Body of the school or The Flying High Trust, the hirer will be entitled to a full refund. The school will endeavour to notify the hirer at the earliest possible moment, however, no guaranteed period of notice can be offered. Regardless of when notification is given to the hirer, the hirer will not be entitled to any compensation.

Please note:

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

COMPLAINTS PROCEDURES

Any hirers must have a policy / statement on how those attending the event might raise a complaint to the hirer. Where the complaint is not related to the school or its staff etc., then the school will not become involved and carries no liability.

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

If the school has concerns about a letting, the following procedures will be followed:

1. A representative of the school will raise the concern in writing with the named Hirer.
2. The situation will be monitored for two sessions to allow the issues to be addressed.
3. 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.

Please Note: If the Hirer blatantly breaks the conditions of usage, the letting can still be terminated immediately. If the school terminate a booking agreement following a complaint then no refund of charges will be issued.

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 school and discuss the problem. Allow 5 working days for the situation to be resolved.
2. If still unresolved, the Hirer should notify the school through the Head Teacher 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?

If a third party complains then the following procedures should be followed:

1. Talk to the named representative of the school (The Extended Services Manager) and discuss the problem. Allow 5 working days for the situation to be resolved.
2. If still unresolved, the Hirer should notify the school through the Head Teacher 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.

APPEALS PROCEDURE

If a Hirer has a letting agreement withdrawn, they have a right to appeal to the Governing Body.

1. The appeal should be made in writing and will be presented at the next Resources Committee meeting of the Governing Body. The date of the next meeting will be communicated to the hirer.
2. The Hirer will be informed of any action and/or decision taken by the Governing Body.
3. The Governing Body's decision is final.

Appendix 1

Lettings Charges

Brooklands Primary School

Charges as at 1st September 2021

Occasional Users

First Hour	Hours thereafter
£30.00	£15.00

Regular Users (Booking 7+ periods of hire)

As above	First Hour	Hours thereafter
	£27.00	£13.50

Approved Activity Bookings

Charges for approved activities during the school's usual opening hours (term time between 7.30am and 6.00pm for activities approved by the school to be of benefit to the pupils – such as breakfast clubs, activity and sports clubs).

	Per Hour
School Hall	£10.00
Classroom	£10.00
Playground	£10.00
School Field	£10.00

Special Arrangements

Charges will be confirmed in writing and subject to termly review

Appendix 2

Brooklands Primary School

Application for Use of Premises Form			
Date(s) Requested	Please telephone to make a provisional enquiry before returning this form		
Arrival Time		Departure Time	
Name of Hirer			
Address of Hirer			Number of people expected during the period of hire;
Email Address			
Telephone Numbers	Home	Mobile	Work
Purpose of Hire	Please include a comprehensive description of the activities and use of facilities requested		
Facilities Required	See Appendix 1 Lettings Charges of AP School Lettings Policy		
How did you hear about the facilities hire at Brooklands?			

I agree to the terms & conditions detailed in the school's Lettings Policy, the Conditions of hiring detailed on the back of this and agree to pay the stated fee of: (Please telephone for the fee if you do not know this).

£

Occasional Bookings: I enclose a deposit of £20 cheque made payable to 'Brooklands Primary School' and agree to pay the remainder of the fee on receipt of written acceptance by the school.

Signed: _____

Date: _____

This form and fee (deposit) should be returned to:

**The School Office Brooklands Primary School 44 St John Street Long Eaton Nottingham NG10 1BW
Tel: 0115 9732846 Email: enquiries@brooklands.derbyshire.sch.uk**

FOR OFFICE USE ONLY:

Booking Agreed: Date: _____ Deposit Received: Date: _____

Caretaker Notified: Date: _____ Confirmation Sent: Date: _____

Final Invoice Sent: Date: _____ Remittance Rec'd: Date: _____

Brooklands Primary School ("The School")
CONDITIONS OF
PREMISES ("The facilities")

1. The hirer shall pay a deposit of £20 at the time of booking and the remainder on receipt of the full invoice. The deposit is non-refundable if the facilities are not left in a clean and safe state, or the hirer has not left by the allotted time.
2. The hirer shall ensure that the right to use the premises is exercised quietly and in a manner unlikely to cause any annoyance or inconvenience or to become a nuisance to the owners or occupiers of any adjoining or neighbouring property or to the public or to other users of the school.
3. The hirer shall defray the cost of making good all damage caused to the premises or other property of the school which is in any way attributable to their use of the facilities.
4. The hirer shall indemnify the school and keep it indemnified from and against all costs, charges, claims and demands for injury, loss or damage to persons or to property arising from the use of these facilities howsoever the injury, loss or damage may be caused unless due to any negligence on the part of the school or their servants or agents.
5. The school must be left at the end of the hiring in a clean and orderly condition. If not the £20 deposit will not be returned. Please note that we have a no smoking policy for the school which includes e-cigarettes.
6. The school does not accept liability in respect of the parking near the school or at Brooklands Primary School of any vehicles connected in any way with the applicant or the letting of the premises during the hiring period.
7. The school accepts no liability for goods and personal effects left on its premises by the hirer, his servants or agents, or by any user of the facilities.
8. The hirer agrees that this agreement is a personal agreement not capable of assignment which vests no legal estate in the hirer whatsoever.
9. The hirer shall ensure that there are no dogs or other unauthorised animals on the school site for the entirety of the booking. If the venue is being hired for a children's party and the hirer would like to book an animal handling party then full details should be discussed with Extended Services Manager.
10. In the event of a breach of any of the conditions of hiring, the school may terminate the hire forthwith.
11. The Hirer must not permit or allow the school to be used for any extremist or terrorist activities or for the dissemination of extremist views or materials.