



BREWSTER AVENUE INFANT AND NURSERY SCHOOL

LETTINGS POLICY AND AGREEMENT

This policy was ratified by the Policies Committee on: 28th January 2022

Date for review (this policy will be reviewed annually): Spring 2023

1. Introduction

It is the policy of the Governors that some school facilities shall be available for use by community use, at the discretion of the Head Teacher, subject to them not being required for any organised activity within the school, and consistent with the school ethos. We reserve the right to refuse any lettings deemed to be inconsistent with the school ethos.

2. Definition of a letting

- 2.1 A letting may be defined as 'any use of the school premises by either a community group or a commercial organisation', regardless of whether a letting fee is charged. It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.
- 2.2 Single lettings are those where an individual or organisation wishes to hire facilities on a one off basis, these lettings should still be subject to a formal lettings agreement and follow the same principles as a continuous letting. Continuous lettings are those that run for a number of weeks or terms.

3. Use of the school facilities

- 3.1 School premises must not be let for political use, the only exception to this is as a polling station.
- 3.2 It is the responsibility of the hirer to ensure the premises will not be used for any purpose which may be deemed contrary to English law, cause offence to the public or local community, or bring the school into disrepute.
- 3.3 School premises will not be let to any individual, group or organisation that does not subscribe and adhere to the schools statement on equal opportunities.
- 3.4 The approval of any letting will be dependent on the hirer demonstrating that they are compliant with COVID-19 safety regulations

4. Applying to use the school facilities

- 4.1 A Letting Application to use the school facilities should be made to the Headteacher. It is the responsibility of all individuals organising events not scheduled but which involve the use of the facilities, to submit a Letting Application in good time. If notification is not received sufficiently far in advance it is liable to result in the facilities requested not being available for use.

5. Letting Agreement

- 5.1 Once a letting has been approved, the Letting Agreement confirming the details of the letting, along with the terms and conditions will be sent to the hirer. The Letting Agreement should be signed and returned to the school before the letting can take place.
- 5.2 All lettings (even those where no charge is made) must be subject to a Letting Agreement, this will detail the terms of the letting and must be signed by both the school and the hirer. A letting should only be confirmed as accepted when a signed Letting Agreement is in place.
- 5.3 Any amendments to a Letting Agreement will require a new agreement form to be signed.

6. Termination of the Lettings Agreement

- 6.1 The Headteacher or the Chair of Governors has the right to terminate any letting. Reasonable notice of cancellation will be given by the school unless the hirer is in breach of the Letting Agreement and Letting Conditions, upon which cancellation will take immediate effect.
- 6.2 Once a signed Letting Agreement is received by the school, written confirmation of a subsequent cancellation will be required from the hirer.

7. Letting times, available facilities and equipment

7.1 The facilities available for hire include:

- Family Room (including kitchenette suitable for serving refreshments) – available during the school day, evenings and weekends
- Consulting room/ office - available during the school day, evenings and weekends

7.2 All lettings include access to toilets (including accessible facilities and baby change).

7.3 Folding tables and chairs are available on request.

7.4 There is no Wifi access in the Family Centre building.

7.5 Other facilities and times may be available, subject to the approval of the Headteacher.

8. Charges

8.1 Charges will be set out in the Letting Agreement between the school and hirer, the Governing Body will review these charges annually in the spring term, any changes in fees or conditions of hire effective on 1st September.

8.2 Any charge levied will cover the cost of: services (heating and lighting); staffing (additional security, caretaking and cleaning) and on-costs; administration; “wear and tear”; use of school equipment (if applicable).

8.3 When an organisation provides a *free* service to families, particularly those with pre-school or primary aged children, there will be no charge for the letting, where the school does not incur any additional costs (e.g. staffing).

8.4 For the purpose of charging, the Headteacher or Chair of Governors are able to offer a discounts or agree a subsidy for any lettings, as they deem appropriate. The basis of charging will be determined by the purpose for which a letting is arranged.

8.5 In the event of the hire period being exceeded, an additional fee may be levied.

8.6 Depending on the letting, the school may request that a refundable deposit be paid.

8.7 A key deposit will be required where lettings take place outside of school hours/ term time.

8.8 The hirer will be responsible for payment of the cost of any damages to the building or contents or any other costs incurred (e.g. emergency alarm call out). “Damage” will include the causing of unreasonable cleaning requirements following a hiring.

8.9 Following the hiring, an invoice will be raised for the charges incurred plus any additional damage charges. Invoices should be settled within 30 days and legal action may be taken to pursue the debt.

9. Complaints

Where the hirer has a complaint, the school’s standard complaints policy and process will apply. If the school has a complaint about the hirer, in the first instance the Head Teacher will raise this with the named person, if the complaint is not resolved it will be escalated to the Governing Body to decide on the appropriate action for the school to take.

10. Declaration of Interest

Any members of school staff or governors having connection with a letting must formally declare this, declarations should be formally minuted at the appropriate meeting.



LETTING APPLICATION

Please complete this form clearly in block capitals

Name	
Address	
Telephone Number	
Organisation (if any)	
Facilities/ Equipment Required	
Nature of Function/ Activity	
Date(s) Required	
Hours Required	

I certify that I am not less than 18 years of age. I have read and agree to be bound by the Letting Conditions. I accept responsibility for the observance of the conditions and agree to pay on demand the lettings charge hereby incurred.

I hereby indemnify the Governors of Brewster Avenue Infant and Nursery School and the Local Authority against all claims in respect of injury, loss or damage (including damage to the premises and equipment) arising from this letting. In requiring this undertaking the Governors do not seek to absolve itself or any employees from liability as owners / occupiers of the premises.

SignedDate

Cancellations

We require 48 hours notice for cancellations or the full fee will be charged.

We reserve the right to charge an administration fee for cancellations.

Confirmation will be sent to you, and you will be invited to discuss the booking in detail to arrange preparation time and any other special requirements.



LETTING AGREEMENT

The Governing Body of Brewster Avenue Infant and Nursery School, Woodston, Peterborough PE29PN	
The hirer:	
Nature of use:	
Facilities to be used:	
Equipment to be used:	
Maximum attendance:	
Date(s) of hire:	
Hours of hire:	
Cost per hour:	

- The Governing Body agree to let the premises to the hirer on the date(s) and for the period(s) outlined above, upon payment of the specified fee.
- The hirer accepts all the conditions of hire as set out in the attached Letting Conditions document.

I have read and understood the conditions required of me as a hirer.

Signed(the hirer)

Date

Signed (on behalf of the Governing Body)

Date



LETTING CONDITIONS

1. The hirer must sign a letting agreement form after agreeing to the conditions of hiring including a statement of costs.
2. The hirer may cancel a booking upon giving 48 hours' notice in writing. Less than 48 hours notice will result in the full fee being charged. An administration fee maybe charged for cancellations.
3. The school 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. However, the governors shall not be under any liability to the hirer for loss or damage they may sustain arising out of such termination.
4. The hirer must be over 18 years of age and must be present for the duration of the letting.
5. The hirer must provide the school with a named individual who the school can contact in the case of an emergency, this person must be on the premises for the duration of the letting.
6. The school will provide the hirer with the name and phone number of school contacts in the case of an emergency.
7. The hirer will ensure that they have appropriate safeguarding policies and procedures in place. The school may require the hirer to have a DBS, if the letting may involve contact with school pupils.
8. The hirer must hold sufficient Third Party Liability Insurance. A copy of cover with the signed indemnity must be provided on application. The school can arrange for suitable insurance if required (see Hirers' Liability Scheme).
9. The hirer must conform to all relevant Health & Safety regulations, including those relating to COVID-19 and any other instructions or guidance provided by the Headteacher.
10. The hirer must visit the facilities to the letting in order to familiarise themselves with them. The hirer will be responsible for ensuring compliance with any school provided risk assessments. Where appropriate the hirer will be responsible for undertaking their own risk assessments for specific activities.
11. The hirer is responsible for providing their own first aider and first aid kit.
12. The hirer must comply with all applicable notices and signs.
13. The hirer must immediately evacuate the premises by the nearest Fire Exit on the sounding of the Fire Alarm. A member of school staff will be responsible for showing the hirer how to raise the alarm in an emergency, this will include location of appropriate fire exits, fire extinguishers, evacuation and fire collation points. The school will also have responsibility for organising periodic fire drills. It is the hirers responsibility to keep a register of those attending the event/activity, ensure fire exits are not obstructed and that school security is not compromised.
14. The hirer must not block any exits nor place obstructions on the corridors and ensure access is clear for emergency services.
15. No access to any other parts of the school premises is permitted.
16. Hirers must leave the premises in the same condition as they are found. This refers to furniture, fittings and general cleanliness (e.g. washing up).
17. Cleaning of the premises is to be carried out by the school personnel and the hiring fee will normally include the cost of cleaning up afterwards.

18. Refuse bins will be provided and rubbish should not be placed elsewhere.
19. Any damages to the premises, facilities and equipment, will be paid for by the hirer.
20. The hirer shall repay to the school governors on demand the cost of replacing any of the furniture or fittings stolen or removed as a result of the negligence of the hirer or his invitees, during the hire period.
21. The hirer will be responsible for the security and occupancy of the facilities when the letting is outside of school hours/ term time.
22. All external doors and windows must be secured, electrical appliances and lights turned off, the alarm set and gates locked at the end of a hiring that takes place outside of school hours/ term time.
23. The school is a "No Smoking" site. No Smoking (including vaping) is allowed on the premises, including the external areas.
24. Alcohol, drugs & gambling are not allowed on school premises.
25. Except trained dogs supporting those with a disability, animals are not allowed on the school premises without prior agreement of the Headteacher.
26. The school accepts no responsibility for any loss or damage to property left on the School premises after the hiring.
27. Any electrical appliances used by or on behalf of the hirer must have been checked for electrical safety (PAT test) and appropriate certificates shown to the school to confirm that it complies with the Electricity at Work regulations.
28. No fixings should be attached to the walls or floor. Display boards may be available for continuous lettings by arrangement with the school.
29. Parking on the school site during the school day is subject to availability and only available to the hirer. There is no vehicle access to the school site for members of the public (e.g. those attending an activity session) except Blue Badge holders. Access routes for emergency vehicles must be kept clear. Cars are parked at the owners' risk; the governors accept no liability for any theft damage to vehicles while parked on school premises.
30. There is no vehicular access onto the school site between 8.40-9.10am and 2.50pm – 3.30pm during school term time.
31. The governors reserve a right to entry to every part of the facilities at any time.
32. The hirer is not permitted to sublet the premises, or to assign the benefit or burden of the hiring. The premises can be used only for the purpose outlined in the application.
33. Failure to adhere to these Lettings Conditions will result in the termination of the Lettings Agreement.



LETTING CHARGES

Facility	Price per hour 1st September 2021-31st August 2022
Family Room	£10
Consulting Room	£6