



**St Bonaventure's Catholic Primary School  
Egerton Road,  
Bishopston  
Bristol, BS7 8HP**

## **Lettings Policy 2018/19**

<b>Governing Body Committee</b>	FPH&S
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This policy is available at  
<http://www.st-bonaventures.bristol.sch.uk/>

## **Introduction**

The Governing Body regards the school building and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. Within the context of Every Child Matters, the Governing Body will endeavour to maximize the use of the premises to support local families, services and community, with first priorities for providing the best possible education for our pupils. Any lettings of the school premises to outside organisations will be considered with this in mind. It is important however that requests for lettings are fully considered and these lettings are properly documented to ensure all parties are aware of their mutual responsibilities.

## **Definition of School letting**

A letting may be defined as “any use of the school premises (Buildings and grounds) by either individuals or community groups (Such as a local dance group or football team), or a commercial organisation (Such as the local branch of slimming world)” A Letting must not interfere with the primary activity of the school, which is to provide a high standard of education for its pupils. Use of the premises for activities such as staff meetings, parents evenings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school.

## **Scope**

- Covers use of St Bonaventures Catholic Primary school facilities
- Covers use by non-St Bonaventure users and use by St Bonaventure users outside of normal school hours, which for the purpose of this policy are 7am to 10pm or as agreed

## **Facilities Available for Hire**

The following spaces can be identified as generally available for use:

- Main Hall
- Non-specialist classrooms (not otherwise in use) DT, Music room
- Staff room
- Meeting rooms
- All weather pitch
- Play ground

### **Approvals Process**

- All lettings must be approved (or otherwise) by the School Business Manager
- The School Business Manager will refer to Headteacher and or the chair of FPH&S (Finance Premises health & safety committee) as appropriate; otherwise the School Business Managers decision is final.
- The School Business Manager's decision will be based upon:
  - A correctly completed lettings application form
  - Confirmation from the "Room Bookings System" of the space to be let that it is available and that the school is happy to proceed with booking.
- No booking will be confirmed until School Business Manager's approval has been granted.

### **Categories of User**

For the purposes of deciding priorities and charges, users are divided into four categories:

1. St Bonaventure's staff and students
2. St Bonaventure's School, St Bonaventure's parish church, PTFA, Parent Interest Support Groups, and events organised by them
3. Partner primary schools; partner secondary schools, and events organised by them
4. Local community groups; not-for-profit organisations; commercial lettings, including lettings to Local Authority staff. Within this category, priority will be given to groups organising events/activities for children, or adult learning.

### **Priorities and Charging**

- Where a space is already in use at the time requested, category 1 users will have the right to insist that the space is vacated so that they may use it instead. Where possible, alternative facilities or dates will be arranged under these circumstances.

- No charges will be levied on category 1 and 2 users at any time, except, for category 2 users, in the event of damage and/or unusual requirements for cleaning.
- For category 3 users a nominal charge will be made whenever the letting will finish before completion of the normal weekday lock-down time, which is 6pm. Otherwise charges will be levied in accordance with appendix B, which aim to meet only the incremental costs of caretaking.
- For category 4 users, charges will be levied in accordance with appendix A.
- The above categories are for guidance only; the final decision over whether one group should have priority over another and/or whether any discounts can be made to the charges in appendix A or B will be at the sole discretion of the Headteacher and or the Chair of FPH&S.
- Charges will be reviewed annually in April.

Facilities available	Term time weekday evenings			All other times		Full day	All other times
	Any hour Before & Incl 6pm	First hour after 6pm	Subsequent hours	First hour	Subsequent hours	6 hours plus	3-6 hours
Main Hall	£10	£15	£10	£30	£15	£65	£50
Non-specialist classrooms (not otherwise in use) DT, Music room	£10	£15	£10	£20	£10	£45	£35
Staff room (max 20 people)	£10	£15	£10	£15	£7.50	£35	£27
Meeting room (max 6 people)	£10	£15	£10	£15	£7.50	£35	£27
All Weather Pitch (max 22 people)	£10	£15	£10	£30	£15	£65	£50
Playground	£10	£15	£10	£30	£15	£65	£50

**Your attention is drawn to the following IMPORTANT NOTES, which form part of the St Bonaventure's letting terms and conditions:**

The above rates do not include insurance. If insurance is required please indicate this when signing the declaration on the application form.

If the let starts at or after 6pm then the "first hour after 6pm" rate applies to the first hour of the let

Additional room charges may apply if other facilities are requested and can be accommodated.

Any let making substantial use of specialist equipment e.g. climbing ropes/frame (including specialist surfaces such as in the main hall) incurs VAT at the standard rate **unless:**

The let is part of a block booking of 10 or more lettings, and

The interval between each let is less than 14 days, and

Exclusive use of the facilities is granted for the period of the let, and

The let is awarded to a school, club, association or organisation representing affiliated clubs/associations, and

That school, club etc has signed a letting agreement acknowledging that no refunds will be given.

For lets which meet these criteria, and for any casual let which does not require use of specialist equipment or facilities, then the let is VAT exempt.

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<b>Lettings Terms &amp; Conditions</b>	<b>Appendix C</b>
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## **1. PROCEDURES**

- 1.1. All lettings must be approved by the School Business Manager on behalf of the Headteacher and or the Chair of FPH&S. No letting shall be considered approved or any change confirmed until done so i by the School Business manager.
- 1.2. All prospective hirers must complete and return a lettings application form. Failure to do so may result in the letting not being approved.
- 1.3. The hirer must personally sign the lettings application and agreement contract (Appendix 2) form and may not assign or sub-let the premises.
- 1.4. A lettings application form (Appendix 1) must be received at least 21 days before the proposed date of use. Where the proposed date falls within a school holiday, the lettings form must be received at least 21 days before the end of term. Lettings forms for the use of playing fields must be received at least 2 months before the proposed date of use.
- 1.5. The Governing Body reserves the right to impose special conditions in respect of any letting, series of lettings or class of lettings to protect its property or employees. Any special conditions will be notified in writing to hirers.
- 1.6. Premises or grounds covered by these conditions must not be used without a current lettings approval. Any person who knowingly uses premises of grounds without authorisation will be charged at the appropriate rate and refused permission to use any facilities in the future.
- 1.7. The hirer must ensure that a responsible adult is present and able to supervise at all times during the letting. Please also refer to Section 3 Legal requirements 3.2.

## **2. CARE OF EQUIPMENT AND ACCOMMODATION**

- 2.1. The hirer must pay the school the cost of making good any damage to property that may ensue. The hirer must clear away any rubbish and leave the premises in the condition in which they were found.
- 2.2. Any desks, furniture or equipment in the rooms hired must not be interfered with without the prior approval of the Headteacher. Standing on seats, furniture, window sills, etc. is not permitted. Fittings, fixtures or decorations of any kind are not allowed, other than purely temporary arrangements that require no nails, screws or other fixed devices that would damage any part of the premises.
- 2.3. Chalk, resin or polishing materials may not be used on floors.
- 2.4. The lighting arrangements of the premises must not be supplemented or altered.
- 2.5. Specialist equipment such as a public address system must not be installed by the hirer, except with the express approval the Headteacher

- 2.6. Specialist rooms and equipment (including gymnastic equipment, public address systems, stage lighting and pianos) are not included in the letting arrangements unless specifically mentioned in the letting form and approved by the Headteacher. The hirer is responsible for their proper use if approved.
- 2.7. The Governing Body does not provide first aid facilities for the hirer or guarantee access to a telephone for calling assistance during lettings. Hirers should make their own arrangements in this respect.
- 2.8. Chairs installed in the premises may be used by special arrangement. St Bonaventure's School does not undertake to provide suitable chairs or seats for use by the hirer. Any furniture provided by the hirer must be removed immediately after the end of the letting.
- 2.9. Any electrical equipment brought in by the Hirer onto the school site MUST comply with the LEA code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by a qualified person. The intention to use own electrical equipment must be notified on the letting application form.

### **3. LEGAL REQUIREMENTS**

- 3.1. The hirer must comply with the legal requirements concerning consumption of intoxicating liquor, music, singing and dancing licences, theatre licences and copyright. The hirer must not apply for licences without the specific approval of the Headteacher.
- 3.2. The hirer must comply with any legislation in force at the time of the letting. If the letting is for any play or entertainment provided for children, it is the responsibility of the hirer to station a sufficient number of responsible adults to prevent more children being admitted to the building than can be safely accommodated there and to control the movement of the children while entering and leaving the building and to take all other reasonable precautions for the safety of the children.
- 3.3. The hirer will make reasonable endeavours to ensure that the requirements of the Race Relations Act 1976 (in particular the need to promote good relations between persons of different racial groups) are observed at all times throughout the letting.
- 3.4. The hirer is specifically forbidden to use, or allow the use of the hired premises or grounds for any illegal or immoral purposes and shall not carry on any activity so as to cause nuisance or annoyance to other users of the premises or neighbouring or adjoining premises.

### **4. Safeguarding**

- 4.1. St Bonaventure's School requires anyone involved in working with children or vulnerable adults to provide evidence of a current Enhanced level DBS check; (free for Volunteers) they can be obtained from the following web site <https://www.gov.uk/disclosure-barring-service-check>, as specified in the Exceptions Order to the Rehabilitation of Offenders Act 1974.
- 4.2. Lettings will not be made to persons under the age of 18, or to any organisation or group or individual with unlawful or extremist background or to anybody to whom the school does not wish to hire the premises.

- 4.3. It is the responsibility of the hirer to ensure they have adequate supervisor, ratios and up to date adequate DBS checks. The Hirer is mandated to maintain and provide copies to the school, in relation to DBS evidence, contact details (Including all emergency contacts), changes in staffing, responsibility and absence. If this cannot be provided the school reserves the right to deny use of the hired premises or grounds.

## **5. INSURANCE**

- 5.1. Insurance affected by the Local Education Authority does not extend to a hirer's liabilities. It is therefore the responsibility of the hirer to have in place public liability insurance cover to £5 million.
- 5.2. Evidence of the insurance must be shown to the School Business Manager before the letting commences. A copy will be retained on file with regards to expiry dates of hirers insurance.
- 5.3. If the hirer does not have adequate insurance cover, the school can organise this on the hirer's behalf through Bristol City Council Please specify on the application form (Appendix 1) whether this is required. The cost is 10% of the hire fee plus 12% insurance premium tax (IPT) or £15 plus 12% IPT, whichever is the highest.
- 5.4. It is the Hirer's responsibility to ensure all those attending the premises are made aware that they do so at their own risk. A risk assessment will be conducted for each hirer/activity by both the school and the Hirer together. Copies must be given to the Hirer and kept on file in school see point 8.2 below.
- 5.5. There is no legal requirement for the school to provide first aid facilities for the Hirer. It is suggested the Hirer make its own arrangements. Use of the school's resources is not available.

## **6. CONDITIONS OF FACILITIES**

- 6.1. Whilst the Governors give no guarantee as to the fitness, suitability or condition of the facilities at the commencement of the letting, every effort will be made to see that the facilities are in a reasonable state.

## **7. COMPLIANCE WITH CONDITIONS**

- 7.1. Failure by the hirer to comply with any of the above conditions, whether intentionally or not; may be deemed by the Governors to be just cause for the immediate cancellation of any letting or series of lettings.

## **8. HEALTH AND SAFETY**

- 8.1. The Hirer is expected to comply with the Health and Safety Policy and Procedures of St Bonaventure's Catholic Primary School.
- 8.2. To comply The Hirer must undertake their own Risk Assessment on the use of the Premises (to included: Fire Assessment, First Aid) A copy off which should be forwarded to the School Business Manager before commencement of the Letting.



## **9. VAT**

- 9.1. In general, the letting of rooms for non-sporting activities is exempt from VAT, whereas sports lettings are subject to VAT (Although there is exemption in certain circumstances). Clarification should be obtained from the VAT officer. There is no VAT remissions for "Not for Profit" companies limited by guarantee.

## **10. Food, Smoking, Drink & Drugs**

- 10.1. No food or drink may be prepared or consumed on the premises without the direct permission of the Governing Body, in line with current food hygiene regulations. Any litter must be placed in the bins provided. No toxicants/unlawful drugs shall be brought on to or consumed/used on the premises. The whole school premises, including the external areas, is a non-smoking zone, and smoking is not permitted.

## **11. Agreement**

- 11.1. All charges must be paid by the due date, as invoiced. The Governing Body will not refund any charge on cancellation of a booking by the Hirer. The Hirer acknowledges that the charges given may be increased from time to time ( They will be reviewed by the Governing Body on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 30 days' notice is given either way. It is the Hirer's responsibility to notify all involved in writing (where appropriate) of any changes in dates or venues at least a week in advance. The Governing Body reserves the right to cancel any letting at any time. Any fees paid will be refunded or an alternative date offered, except in the case of misconduct or damage to school facilities.