



Policy/Regulations for the Letting of Bromley Heath Junior School

November 2019

Signed (chair):	Name: Donna Whinham	Date: 27.01.20
Signed (Head):	Name: Abigail Hodge	Date: 27.01.20
Reviewed by: Abigail Hodge	Reviewed on: 27.01.20	Note of Revisions: Clarity over wording
Ratified by: Governing Body on		Next Review: November 2021

Equality Impact Assessment (EIA) Part 1: EIA Screening

Policies, Procedures or Practices		Date	
EIA CARRIED OUT BY:		EIA APPROVED BY:	

Groups that may be affected:

Are there any concerns that the policy could have a different impact on any of the following groups? (please tick the relevant boxes)	Existing or potential adverse impact	Existing or potential for positive impact
Age (young people, the elderly: issues surrounding protection and welfare, recruitment, training, pay, promotion)		
Disability (physical and mental disability, learning difficulties; issues surrounding access to buildings, curriculum and communication).		
Gender Reassignment (transsexual)		
Marriage and civil partnership		
Pregnancy and maternity		
Racial Groups (consider: language, culture, ethnicity including gypsy/traveller groups and asylum seekers)		
Religion or belief (practices of worship, religious or cultural observance, including non-belief)		
Gender (male, female)		
Sexual orientation (gay, lesbian, bisexual; actual or perceived)		

Any adverse impacts are explored in a Full Impact Assessment.

GENERAL

1. These regulations apply for the letting of all premises and grounds maintained by Bromley Heath Junior School (South Gloucestershire County Council, the Authority).
2. In these regulations Governing Body means the Governing Body of Bromley Heath Junior School.

PURPOSES

1. To set a consistent approach to lettings
2. To share with the community the school's accommodation and resources for the mutual benefit all parties
3. To use income generated for the enhancement and improvement of key facilities

GUIDELINES

1. To appraise Governors of potential lettings programme.
2. To ensure all lettings are managed in accordance with Bromley Heath Junior School regulations.
3. To set a table of hire fees that avoids any subsidy from the school budget. Charges may be reduced or waived at the discretion of the Governors.
4. To review hire charges at least once a year.
5. To ensure the goodwill of the immediate community is maintained by appropriate communication and management of lettings.

PROCEDURE

1. All applications must be on the form provided by Bromley Heath Junior School and must be completed in full as required. Failure to do so may result in the application not being approved.
2. All applications should be made not less than twenty-one days before the proposed date of use. Where the proposed date of use falls within a school holiday the application should be submitted not less than twenty-one days before the commencement of the holiday period.
3. Applications will only be accepted for a maximum period of one year.
4. The hirer must personally sign the application form and may not assign or sub-let the premises or grounds hired.
5. All lettings must be approved by the Head teacher who retains the authority to make the final decision on the approval or cancellation of any letting.
6. The Governing Body/Headteacher may cancel any letting at any time, but either the fee paid will be refunded or an alternative date offered, except in the case of misconduct.
7. No person or persons shall use premises or grounds covered by these regulations without a current approved application form. Any person or persons who knowingly acts in contravention of this regulation will be charged at the appropriate rate and refused permission to use any of the school's facilities in the future.
8. The Governing Body/Headteacher reserves the right to impose special conditions in respect of any letting, series of lettings or class of lettings in order to protect its employees or property.
9. The Director for the Department of Children and Young People in consultation with the County Solicitor may exercise this right on behalf of the Authority or authorise any other person to do so. Special conditions will be notified to hirers and may include any requirement considered by or on behalf of the Authority to be desirable including (without prejudice to the generality of the foregoing) requirements as to fire precautions; security of persons or premises; the employment of security or other staff; the exclusion or admission of any person, persons or class of person or of any animal, animals or equipment; the giving of bonds or the effecting of insurance. The hirer may treat any special condition imposed after the booking as being accepted as a cancellation under Regulation 8.
10. In line with South Gloucestershire County Council (the Authority) and School Policy the premises and grounds of Bromley Heath Junior School are designated as a total non-smoking area.

CHARGES

11. All charges must be paid in advance on the date and by the method required by the Governing Body.

12. Charges will be made at rates which will be determined from time to time by the Governing Body and shall be liable to change without prior notification to the hirer. In cases where the incorrect charge has been quoted, the Governing Body reserves the right to charge the correct rate, although the hirer may consider the letting cancelled in accordance with Regulation 8.
13. The Governing Body does not undertake to refund any charge on cancellation of a booking by the hirer, unless twenty-one days' written notice of the cancellation has been given in writing to the Governing Body.
14. Bromley Heath Junior School will issue an invoice for every letting application based on the agreed hourly rate.
15. Payment must be paid at least 7 days prior to the period of hire and can be made by post or at the school office during office hours (as stated on the application form – see point 1).
16. Bromley Heath Junior School will bank all income promptly against the lettings code.
17. Bromley Heath Junior School will issue a receipt for all monies received.

Charges:

£25 per hour
£47 for 2 hours
£69 for 3 hours

CARE OF PREMISES

18. The hirer shall ensure that there is a responsible adult present and able to supervise at all times during the letting.
19. The hirer is required to pay the Governing Body the cost of making good any damage to property which may be the result of a letting. The hirer is required to clear away any rubbish and leave the premises and/or grounds in the condition in which they were found. The hirer will be responsible for reimbursing the Governing Body for any additional costs incurred in cleaning the premises or clearing the grounds after a letting.
20. No desks, fixed furniture or equipment that may be in the accommodation hired shall be used or interfered with, without the prior approval of the Governing Body. Standing on seats, furniture and window sills etc is not permitted. Fittings, fixtures or decorations of any kind shall not be permitted, other than purely temporary arrangements which require no permanent fixings which would damage or disfigure any part of the premises.
21. Chalk, resin or polishing materials may not be used on floors.
22. The electrical and mechanical installations of the premises are not to be supplemented or altered, nor is any specialist equipment such as public address systems to be installed by the hirer, except with the express approval of the Governing Body.

EQUIPMENT AND ACCOMMODATION

23. Specialist rooms and equipment (including gymnastic equipment, public address systems, stage lighting and pianos) are not included in the letting arrangements, unless specifically requested in the application form and approved by the Governing Body. Such applications must specify the name and qualifications of the person taking responsibility for their proper use.
24. Chairs installed in the premises may be used by special arrangement with the Governing Body, but the Governing Body 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.
25. The Governing Body provides a basic first aid kit (situated in the dining area). The Governing Body does not guarantee access to the public telephone system for calling assistance during lettings. Hirers should make their own arrangements in this respect.

CONDITIONS OF PREMISES

26. Whilst the Governing Body gives no guarantee as to the fitness, suitability or condition of the premises or grounds at the commencement of the letting, every effort will be made to see that they are in a reasonable state.
27. Where facilities booked by the hirer prove not to be available during the letting, the Governing Body will consider applications for refunds of a proportionate part of the letting charge; always providing that no

such refund shall be given for facilities not included in the letting charge. The Governing Body's decision shall be final in respect of any refund made.

INSURANCE

28. It is the hirer's responsibility to effect and keep in force during the period of the hire, Public Liability Insurance with a minimum limit of indemnity of £5,000,000. It is also their responsibility to provide a copy of their Public Liability Insurance to the Governing Body. Insurance effected by the Authority or Bromley Heath Junior School does not extend to a hirer's liabilities.

PLAYING FIELDS

29. The Headteacher will be responsible for the final approval of lettings at playing fields and certain external recreational areas.

30. The Governing Body does not give any guarantee as to the standard of any pitch or field nor to the maintenance or improvement of this standard during the season. The hirer shall be aware of the state of any pitch or field upon submitting his/her application and such application will be deemed to be for the particular pitch or field as seen.

31. The Governing Body shall deem whether any pitch or field is fit for use and their decision shall be final.

CATERING FACILITIES

32. Separate charges are made for use of school catering facilities in addition to those set out for use of accommodation in the Schedule of Charges. Where the accommodation hired includes school catering facilities, the following special conditions must be observed:

- a member of the school catering staff must be present while the catering facilities are being used and the requirements of that member of staff must be obeyed;
- there must be no smoking in any kitchen or by any person handling food or catering equipment;
- school tea-cloths must not be used;
- the kitchen and all equipment must be left as clean as it is found;
- school crockery and cutlery must not be used except by special permission of the Client Group Officer (School Meals);
- tables must be covered before use and washed after use;
- any other special condition imposed by the Client Group Officer (School Meals).

LEGAL REQUIREMENTS

33. The hirer shall comply with the legal requirements concerning consumption of intoxicating liquor, music, singing and dancing licenses, theatre licences and copyright. The hirer shall be fully responsible for obtaining any licences or any other permissions required, always providing that no such application shall be made without the prior approval of the Governing Body.

34. The hirer shall comply with Section 12 of the Children and Young Persons Act 1933, that is to say, where any play or entertainment is provided at which in the majority of the persons attending are children, then if the number exceeds 100, it shall be the duty of the hirer 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 any part of it than can be safely accommodated there and to control the movement of the children and other persons admitted while entering and leaving the building and to take all other reasonable precautions for the safety of children.

35. The hirer will to the best of his/her endeavours ensure that the requirements of the Race Relations Act 1976 (in particular the need to promote good relations between persons of different racial groups) be observed at all times throughout the letting.

36. The hirer is specifically forbidden to use, or allow the use of the hired premises or grounds for any illegal or immoral purpose 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.

COMPLIANCE WITH REGULATIONS

37. Failure by the hirer to comply with any or all of the foregoing regulations where applicable, whether intentionally or not, may be deemed by the Governing Body to be just cause for the immediate cancellation of any letting or series of lettings.