



Yenton Primary School



Chester Road, Erdington, Birmingham, B24 0ED
tel: 0121 464 6588 fax: 0121 464 7432
email: enquiry@yenton.bham.sch.uk website: www.yenton.bham.sch.uk

Headteacher: Mr M Cadwallader

LETTINGS POLICY

Ratified at Governing Body

Dated.....

Yenton Primary School provides facilities for hire by the local community out of school hours (i.e. after 3.30pm, at weekends and during the school holidays) when school events are not taking place.

Yenton Primary School aims to provide good quality facilities for the community whilst obtaining the maximum realistic income.

As stated in the Conditions of Hire, school activities always take precedence over lettings and the school reserves the right to cancel any hire without reason.

Hire Charges are reviewed annually and approved by the school governors. Charges usually only increase by the rate of inflation although an additional increase may be appropriate after improvements are made to facilities.

The information contained in this pack is designed to tell you all you need to know when hiring the facilities at the school. Please ensure you read and understand the conditions of hire set out herein before signing the application form. These conditions are binding on any use of the Yenton Primary School facilities. Our staff are always pleased to help you if there are any further queries regarding booking the facilities.

A member of the caretaking staff will be present to unlock the premises at the beginning of the hiring and lock up again at the end but will not always be available during the entire period of the hire.

The governing body is responsible for agreeing any increase in the hire charges and for allowing the the head teacher, discretion to reduce charges when appropriate.

Hire charges may be reduced if:

- The hirer is a charitable organisation or the proposed event is non-commercial and for the benefit of the local community
- The proposed activity is open to pupils of Yenton Primary School
- Two events run at the same time

(Please note that, even where hire charges are reduced, full caretaking charges will apply as will the need to supply proof of insurance, licensing etc).

The governing body is also responsible for an annual review of the Lettings Policy.

Hires which provide the most benefit to the school are those which run on a regular basis – either daily (After School Club), weekly or every few months/annually. The Head Teacher is responsible for maintaining this type of use as well as promoting the availability of facilities which may be hired on a 'one-off' basis.

The type of use to which school facilities are most suited are those which involve Yenton Primary School pupils, the local community or charitable organisations and all current Lettings fall into one or more of these categories.

Hire Charges

Please refer to the Schedule of Rates for the current year.

Insurance – Any hirer of Yenton premises must arrange and provide evidence that they have a Public Liability policy for a minimum of £5m. Caretaking costs will be added per hire as at the current rate at the time of the letting as detailed in the Hire Charges section unless stated otherwise.

Charging Rates

Hire of Class Room *£10 per hour*

Hire of School Hall *£30 per hour*

In addition to the above there will also be payable the Caretaker Fee at the current hourly rate, which will be advised on approval of hire.

Conditions of Hire

Terminology. In this agreement:

- “The establishment” means Yenton Primary School.
- “The hirer” means the person signing the application form who must be over 18 years of age.
- “The facilities” means the premises and/or equipment forming part of or belonging to the establishment which the hirer has identified on his/her application form.
- “The responsible body” means the establishment’s governing body.

“The Authority” means Birmingham City Council

1. All applications for the hire of facilities must be in writing on the appropriate printed form and should be submitted to the School Office. **The establishment reserves the right to refuse any application without having to give reasons.**
2. The establishment cannot guarantee acceptance of a booking until the application form has been processed and confirmed.
3. Where the hirer indicates that he/she is signing the application on behalf of a club/organisation/institution, that club/organisation/institution shall also be deemed to be the hirer and shall be jointly and severally liable with the applicant for any breach or non-observance of these conditions. Should there be any default of payment by that club; the person signing the form shall be deemed personally liable.
4. The facilities will be used solely for the event described on the application form. If the booking is related to a regular and continuing booking, this one undertaking shall be binding for all occasions when the facilities are used.
5. The Head teacher or representative may refuse admission to any person without giving any reason for doing so and may similarly require any person to leave the premises/facility.
6. The hirer will be responsible for the provision of all such information, instructions and supervision as is necessary to ensure the safety of any activity for which the facility is used. No notices are to be fixed to walls or glazed areas.
7. Maximum numbers allowed in the various areas of the facility must not be exceeded.
8. The behaviour of all persons attending at the establishment for this booking is the responsibility of the hirer.
9. The school premises will not be let for functions where a Public Entertainment, Intoxicants or other Licences are required.
10. Hirers shall not assign or sublet the permission given to use the School premises
11. The hirer will provide evidence of Portable Appliance Testing for any equipment brought onto the premises use.
12. The hire will provide evidence of Public Liability Insurance Evidence.
13. The hirer shall be liable for any loss or damage to any property arising out of the hire, and any loss, damage or injury which may be incurred by or be done or happen to any person or persons using the

facilities during the hiring, arising from the negligence of the hirer, its invitees, servant or agent. The hirer shall indemnify the responsible body against all such liabilities as are mentioned in this clause.

14. The hirer shall be liable for any loss or damage to any buildings, fixtures, fittings, sports or other equipment or property occurring during the period of the hiring however and by whomsoever caused, together with any additional expenses and/or consequential losses arising from the damage or loss arising from the negligence of the hirer, its invitees, servants or agents.
15. The hirer will take all reasonable steps to insure that no nuisance is caused to anyone, either on the campus or on land adjoining it.
16. In the event of proceedings being instituted against the responsible body due to the act or neglect of the hirer in connection with a letting under these conditions the hirer shall indemnify the responsible body as regards all costs and fines imposed on the responsible body.
17. It may be necessary for the establishment to cancel/postpone this hiring. In that event the responsible body shall not be liable for any consequential loss that the hirer may sustain.
18. The facilities must be clean and tidy and all equipment replaced in good condition after use. If the facilities are not cleaned to the reasonable satisfaction of the Site Supervisor, the hirer will be responsible for any payment necessary to have them cleaned and this sum will be added to the invoice.
19. The hirer will be responsible for setting up and clearing away equipment for the purposes of the hire - the establishment does not provide this service.
20. The hirer must ensure that there are sufficient stewards to prevent unauthorised persons from entering the facilities or those areas that are not included in the hire and to the necessary means of access thereto.
21. A qualified supervisor must be present during all activities of a hazardous nature, e.g. karate, trampolining, gymnastics, climbing, judo and athletics field events, or where the hiring organisation is a youth club.
22. The hirer is solely responsible for the adequacy, suitability and safety of all equipment brought on to the facility. It should be noted that there are no emergency communications facilities available and it is the hirers responsibility to provide these.
23. First aid arrangements are the responsibility of the hirer who must provide first aid kits and trained personnel as necessary. The hirer must also familiarise himself/herself with the emergency procedures for fire, first aid and accident reporting and carry them out to the best of his/her ability.
24. All accidents causing injury and incidents with potential for injury must be reported to the School Office as soon as possible, and at least within 3 working days of the incident occurring.
25. Food and drink must not be consumed in classrooms without prior consent.
26. The responsible body reserves the right to vary these conditions at any time without notice or to make special arrangements in any particular case.
27. Payment for the hire must be made immediately upon receipt of the invoice to the Office Manager at Yenton Primary School.
28. The scale of charges is reviewed annually in April.
29. If the arrangement to use facilities is cancelled by the hirer and less than five clear days notice is given, the whole fee may be charged.
30. Yenton Primary School reserves the right to cancel any hire without reason. School activities always take precedence over any hire.
31. Damage of any kind (except that caused by accidental fire, which is covered by Yenton insurance) sustained by the premises, fixtures and fittings, furniture and other chattels therein arising out of or in connection with the hire shall be made good at the expense of the hirer within one month to the satisfaction of the Head Teacher.
32. Hirers must give the school details of their insurance policy, which must include Public Liability for a minimum of £5m.
33. Commercial undertakings hiring the premises must make arrangements for suitable insurance cover with a reputable company in respect of claims which might be made against them by third parties for personal injury or loss or damage to property arising out of or in consequence of the hiring.
34. The charge for caretaking is the actual cost to the school and includes National Insurance, Superannuation and travel costs.
35. No articles may be left for a hire without the prior agreement of the Office Manager. Alcohol may not be brought on to the premises. All empty bottles/crates etc must be removed from the premises after the hire but before school resumes.
36. No guarantee is given in respect of the number of chairs available. No transfer of furniture should be made between one hall or room and another by the hirer.

37. Any measures for the conservation of and economy in fuel consumption at Yenton Primary School shall be rigidly enforced.
38. The use of any materials for preparing floors for dance and the wearing of shoes likely to damage floors is prohibited. No black soled trainers are allowed in the Sports Hall.
39. The premises shall not be used for any purpose other than that for which permission has been granted.
40. No public performance of a play nor any cinematography exhibition nor any public dancing, singing, music or other public entertainment of the like kind shall be performed in the premises unless the necessary licence for the same shall first have been obtained from the appropriate Authority and all the necessary measures taken to fulfil the conditions of that licence.
41. No inflammable films shall be used on the premises
42. No unauthorised parking of vehicles will be permitted on school premises.
43. We operate a no-smoking policy for all lettings.
44. Furniture, including chairs, must not be removed from the School premises nor for use either on the playing field or playground or in any other building outside the School unless prior permission has been applied for and granted by the Head teacher.
45. No advertising may be placed in any area of the School premises without the direct permission of the Head teacher.
46. If the terms and conditions of hiring are contravened in any way, the Head teacher 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.
47. 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.

Cancellations

- The Governing Body must be notified of any cancellation at least 4 weeks prior to the date of let. However, notification at the earliest possible time is appreciated.
- Where notification is given to the Governing Body at least 4 weeks prior to the date of the let, the booking charge will be refunded in full apart from any administration charge. Your custom will be welcomed again at any time in the future.

Where the Hirer makes a permanent cancellation during the course of a letting agreement, the Hirer will receive a refund for any outstanding sessions but no compensation will be available. The administration charge (if any) will still stand.

Administration

Governors have adopted the following procedures:

- The Head teacher will make arrangements for the management and approval of lettings applications.
- All applications should be in writing and accompanied by evidence of third party indemnity insurance and, where relevant, appropriate Safeguarding Children Procedures.
- Credit facilities will not be given. All payments should be made upon receipt of invoice from the School.

Damage to the School Building or School Property

- The School Caretaker will inspect the building, and School property as part of his Lettings Duties, at the end of the letting.
- The Hirer is responsible for insuring their own staff and equipment and shall reimburse the School for any damage caused during the period of hire. Any damage caused must be reported to the Caretaker or Head teacher.
- The Head teacher will estimate the costs of any damage and inform the organisation/individual as soon as possible.
- Advice will be sought from the LA Legal Department if necessary.
- An invoice for the damages will be raised and sent, as soon as an accurate figure can be obtained.
- The School will **NOT** accept responsibility for any loss of or damage to any property owned by any person using the premises during the period of the letting. Property shall be brought onto the premises at the sole risk of the owner.

Health and Safety

- Any incident or accident must be reported, in the first instance, to the Caretaker or Head teacher and

accidents recorded in the School Accident Book.

- Yenton Primary School reserves the right to require sight of risk assessments carried out by organisations using the School premises, in advance of any Letting.

Ratified by the Governing Body

Signature _____
(Chair of the Governors)

Date: _____

This policy will be reviewed annually



Yenton Primary School



Chester Road, Erdington, Birmingham, B24 0ED
 tel: 0121 464 6588 fax: 0121 464 7432
 email: enquiry@yenton.bham.sch.uk website: www.yenton.bham.sch.uk

Headteacher: Mr M Cadwallader

APPLICATION FOR HIRE/RESERVATION OF SCHOOL ACCOMMODATION 28 DAYS NOTICE OF LETTINGS MUST BE GIVEN

A charge for the use of school accommodation will be made as agreed with the School Governing Body.

Before completing this form hirers are advised to contact the Site Manager to ensure that suitable facilities are available.

PART 1 To be completed by the Hirer

NAME OF SCHOOL: Yenton Primary School
ADDRESS: Chester Road, Erdington, Birmingham, B24 0ED
PURPOSE TO BE USED FOR:

ROOMS REQUIRED	TIMES	DATES REQUIRED	
		From:	To:
	From: To:		

Name of Hirer:	
Address:	
Contact Tel No.	
Name of Organisation:	
Purpose of Hire: <i>(if fundraising, state where proceeds will be applied)</i>	
Estimated No. of People present?	
How many chairs will be required?	
How many tables will be required?	
Any other equipment required (e.g. OHP)?	

I undertake to strictly comply with the lettings policy of Yenton Primary School and the Transfer of Control Agreement

FULL NAME: MR/MRS/MISS: _____

SIGNED: _____