



Silverhill Primary School

Policy for Lettings

Finance

Issue date

Review date

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January 2017

January 2019

First and foremost, the activities of the school must be considered when considering use by outside bodies.

All applications by outside bodies are to be considered by both governors and the Senior Leadership Team.

The Governors wish, however, to encourage community use and therefore regular bookings by local groups (e.g. Rainbows, Brownies and Guides) are to be welcomed.

In line with equal opportunities, both parties have a commitment to equal opportunities and will ensure that no discrimination will take place, which would prevent access to the services on offer.

It is the Governing Board's policy that the PTFA should not be charged for any after school functions.

The site manager is to be consulted on all applications as to their availability and willingness to open and close the premises.

Conditions of Hire

Terms Used in These Conditions:

We, our, us	Silverhill Primary School
You	Means the hirer, or the person signing the booking application, and the club or organisation you represent
Manager	Means the manager of the facility or their nominated representative
The School	Means the whole of the School
Premises	Means the part of the School booked for hire
Event	Means the one off activity or block booking for which the letting is made
Hire Period	Means the period the hirer is entitled to use the premises,

specified on the official confirmation of the hirer's booking application or any agreed amendment.

The Hire Conditions

1 Liability

- 1.1 You, as the hirer, are personally responsible for complying with these conditions together with the club or organisation you represent.
- 1.2 Before the Event start date, you must complete, sign and return the form at section 14 accepting personal responsibility, together with the club or organisation you represent, for compliance with these conditions.
- 1.3 We have the right for our employees or agents to enter the Premises during the Event to make sure you comply with these conditions of hire.

2 Booking Applications

- 2.1 We only accept booking applications to use any part of the School on the official booking application form.
- 2.2 We may, at our discretion, refuse an application.
- 2.3 We will send official confirmation acceptance of your booking to you in writing.
- 2.4 You may not transfer a booking without the School's agreement in writing beforehand.
- 2.5 Any unauthorised transfer of bookings may result in the School refusing to accept any future bookings from you.

3 Cancelling Bookings

School Cancellations

- 3.1 We may cancel your booking where events beyond our control mean that your Event cannot take place. We will try to give 28 days written notice of any cancellation but this may not always be possible, in which case we will give you as much notice as practicable. You will be entitled to a full refund of any payment you have made to us in respect of the booking.
- 3.2 We may cancel for some other reason. We will try to give 28 days written notice of any cancellation but this may not always be possible, in which case we will give you as much notice as practicable. You will be entitled to a full refund to any payment you have made to us in respect of the booking. We will also compensate you for any expenditure you have reasonably incurred in relation to the Event prior to us cancelling the booking.

- 3.3 We may cancel your booking if you breach the Conditions of Hire. If we cancel your booking for this reason we will take reasonable steps to minimise our losses, but the hirer will be liable for any reasonable and foreseeable losses that remain.

Hirer Cancellations

- 3.3 For any booking other than a block booking you must give us 28 days written notice to cancel the booking. In the event of a hirer cancellation we will take reasonable steps to minimise our losses but the hirer will be liable for any reasonable and foreseeable losses that remain.
- 3.4 If you do **not** give 28 days written cancellation notice we will take reasonable steps to minimise our losses, but the hirer will be liable for any reasonable and foreseeable losses that remain.
- 3.5 For **block bookings** you must give 7 days written notice to cancel a session. In the event of a hirer cancellation the School will take reasonable steps to minimise its losses but the hirer will be liable for any reasonable and foreseeable losses that remain.
- 3.6 Where you are liable to pay our losses we may apply any part payment by you to offset your liability.

4 Charges, Part Payments and Payments

- 4.1 Payment is required on all invoices within 30 days.
- 4.2 The School sets the scale of charges to use the Premises or equipment and has the right to vary the charges. We will try and give at least 4 weeks notice of any increase in charges but this may not always be possible. If as a result of any increase in charges you decide not to go ahead with the booking, any payments already made will be fully refunded.
- 4.3 For **non-commercial** and casual - '**one-off**' bookings, you must pay a part payment of £30 with your booking application and pay the balance at least 14 days before the Event. When the total hire charge is less than £30 you must pay the full amount when you receive our written 'Acceptance of Booking' confirmation.
- 4.4 For **commercial and major sporting bookings**, you must pay a 25% part payment when booking and pay the balance at least 28 days before the Event.
- 4.5 If you do not pay the balance on time we can treat this as a breach of conditions and cancel your booking as set out in clause 3.3.

VAT Exemption

- 4.6 VAT exemption on bookings may be applicable if certain conditions are fulfilled. A full list of requirements is attached at Appendix 1.

5 Hire Period

- 5.1 Hiring the Premises does not entitle you to enter or use them at any other time other than the hire period booked and confirmed, unless you arrange this with the School beforehand.
- 5.2 Setting up and dismantling equipment must take place within the hire period unless otherwise agreed beforehand with the School.
- 5.3 If you use the Premises beyond the hire period you will be liable for an additional charge at the current hourly rate, to the nearest 15 minutes.

6 Premises and Equipment

- 6.1 You may only use the Premises for the purpose shown on our official booking confirmation unless you get written permission from the School beforehand.
- 6.2 All events must be covered by appropriate insurance.
- 6.3 You must comply with all reasonable requests made by the School or the facility staff during your booked Event.
- 6.4 You must not drive screws or nails into the Premises' walls, floor or ceiling or into any fixture or fittings. Nor should you interfere with the school's ceiling tiles.
- 6.5 You must not fix decorations, flags, emblems or anything similar to the walls or fixtures without the School's consent in writing beforehand.
- 6.6 You are responsible for removing all equipment, decorations, fittings, refreshments, and all other goods not belonging to us at the end of your hire period.
- 6.7 You must make sure the Premises are clean and tidy at the end of your hire period and all waste and rubbish is collected and put in a refuse bin.
- 6.8 You will be liable for any damage to the Premises during your hire period unless the damage is the result of our negligence. School's own equipment should not be used without prior permission.
- 6.9 Smoking, including the use of e-cigarettes, is not permitted on any part of the premises.

- 6.10 You may not sell or auction any goods on the Premises without written agreement from the School.
- 6.11 The School car park is for school staff and event staff use only and should not be used by members of the public attending your event. It is your responsibility to ensure that members of the public are made aware of this requirement.
- 6.12 The School should be accessed by the main reception entrance.
- 6.13 The School kitchen should not be used without prior permission by the School.

7 Insurance – Public Liability Insurance

- 7.1 You must take out sufficient and appropriate insurance for your Event including liability insurance for death or injury to persons or loss or damage to property including the School, Premises or equipment of the School. Such insurance must indemnify the School against any claims that may be brought against it arising from your Event other than those for which the Council are liable under 8 below.
- 7.2 We will require evidence of sufficient and appropriate liability insurance before your Event can proceed.

8 Liability for Injury or Lost or Damaged Property

- 8.1 The following provisions set out the extent of the Council's liability for death or injury to persons or for damage to or loss of property.
- 8.2 We will pay fair and reasonable compensation if we cause death or personal injury, or loss of or damage to property as a result of:
- negligence by us, our staff or agents or
 - breach of any of our statutory or contractual obligations.
- We will not pay compensation to the extent that the death, injury, loss or damage is due to:
- your own fault or
 - in the case of loss or damage to property, your failure to properly use facilities provided by us for the security and protection of property
 - a person unconnected with our provision of facilities or services
 - events which we, our staff our agents could not have foreseen or anticipated even if we had taken reasonable care.

9 Safety

- 9.1 You must take all reasonable safety measures. You can obtain information on the **Health & Safety at Work Act 1974**, the by-laws and codes of practice by referring to the HSE website at

<http://www.hse.gov.uk/>.

The school will provide the latest copy of their Health and Safety Policy and guidance. Other policies are available on request.

- 9.2 You must ensure that all persons attending the Event use the Premises, facilities and equipment in a proper manner having regard to any relevant guidance, byelaws or regulations.
- 9.3 You must not alter or add to the lighting, loudspeakers, microphones or any other electrical equipment without agreement in writing beforehand from the School.
- 9.4 All electrical equipment you use at the Event must have a current electrical safety certificate and also be approved by the School.
- 9.5 All accidents should duly be recorded and reported to the school as soon as possible. You must ensure that you bring with you sufficient first aid equipment. During school hours emergency services can be contacted through the school office. After school hours you should make provision to be able to contact emergency services.
- 9.6 You must ensure that the School has all up to date relevant risk assessments relating to your event.
- 9.7 You must ensure that a suitable and adequate signing in procedure for visitors is maintained at all times.
- 9.8 You must ensure that you hold emergency contacts for those children that are in your care whilst attending the premises.

Fire

- 9.9 You must make sure that:
 - during the Event, no-one interferes with fire doors with automatic closures;
 - you keep every corridor, entrance and exit clear and ready for emergency use;
 - no-one interferes with fire extinguishers except if there is an emergency;
 - you comply with all other safety guidelines the School or facility staff bring to your attention.
 - You and all those attending your event are made aware of the fire evacuation procedure.

Accommodation Limits

- 9.10 Your event must not exceed the maximum accommodation limit as

requested on your original booking form unless approval has been sought from the school.

- 9.11 The School may reduce these numbers in some circumstances, after first discussing it with you. Should any revised accommodation numbers be unacceptable to you, and you no longer wish to proceed with the event, you will receive a full refund of any payment made.

Supervision

- 9.12 You, as the hirer, should decide an appropriate number of adults to pupil ratio taking into account the activity to be undertaken and the age and maturity of the pupils. You must make sure you adequately supervise and control children attending the Event.
- 9.13 You are responsible for all persons involved in supervising the Event other than our staff, and ensuring that they are suitable, competent and properly trained. In particular, you should have in place Disclosure and Barring Service (DBS) enhanced clearance checks if your Event involves children and those persons are likely to be directly in contact with the children. The school will need to see all relevant DBS certificates and appropriate identification. We carry out any appropriate DBS checks on our own staff.
- 9.14 You must make sure that the officials who attend the Event understand the health and safety regulations, fire and other emergency procedures and know where the nearest fire exits are. A copy of the Schools evacuation procedures is included with the Conditions of Hire and may be discussed with the School prior to the Event.
- 9.15 You must arrange suitable first aid cover at the Event.

Unacceptable Behaviour

- 9.16 The School after consulting with the Police, if considered appropriate, may cancel a booking if it is considered the Event will contravene standards of decency or be likely to lead to public disorder or poses a risk to persons attending the Event or other persons using the School, or may result in damage to equipment, the Premises or the School. If a booking is cancelled under these circumstances any payments made will be fully refunded.
- 9.17 The School may terminate the Event or order partial clearance or the removal of any individual if there is any indecent, disorderly or dangerous behaviour that poses a risk to persons at the School or damage to the School or equipment during the Event.

10 Advertising

- 10.1 You may not exhibit any advertising material within the Premises or at the School without the School's approval beforehand.
- 10.2 You must submit all proofs of posters and other publicity material, showing the correct name and location of the School, to the School for approval before you get them printed or displayed.
- 10.3 Prior approval of either party must be given before either party's logo may be used for any purposes.

11 Entertainment

- 11.1 If required, the hirer must obtain a public entertainment licence and comply with by-laws for the Premises.
- 11.2 You must not use the Premises to deliver a lecture or perform in public any drama or music work covered by **copyright** unless the person owning or controlling the copyright has given consent.
- 11.3 When the Event includes music, whether vocal, instrumental or mechanical, you are responsible for obtaining a Phonographic Performing Licence at least seven days before the Event. Applications are available from **Phonographic Performance Company Limited**, 1 Upper James Street, London WF1 9DE Phone 020 75341450 or at www.ppluk.com
- 11.4 You must not grant sound, television or filming rights for the Event without consent from the School in writing beforehand.
- 11.5 Consent given under 11.4 may be subject to the Council taking part in any negotiations and having a share of any income and/or publicity.
- 11.6 You must not promote a sweepstake, raffle or other form of lottery without the School's written consent beforehand. Any such lottery must comply with betting, gaming and lotteries legislation.

12 Bar and Refreshments

- 12.1 You must not sell, or permit the sale of, any food or drink at the Event without the School's written consent beforehand.
- 12.2 You must get consent from the School beforehand if you intend to apply for a liquor licence or the extension of a liquor licence. Our advice, if you do intend to apply for a licence, is to do so four weeks before your Event.

13 Event Planning (Commercial Contracts only)

- 13.1 In certain circumstances the Hirer may be required to attend Event planning/briefing sessions with the School School/Events Planning Team, to discuss the Event. If you do not attend such meetings this may lead to cancellation of the Event.

14 Conditions of Hire Acceptance – please return

Could you please read and check your understanding of this document before you sign. Should you require clarification of any points please contact the School

Event _____ to be held at _____

starting on (date) _____ at (time) _____

I understand that I am personally responsible for complying with the Conditions of Hire as well as the organisation I represent, if any, set out below

Your Name	
Your Signature	
Organisation (if applicable)	
Your Title, such as 'secretary'	
Address _____ _____	
Telephone _____	
Date	Contract Number

Checklist

Have you enclosed a copy of the following (if applicable)

- DBS checks**
- Risk Assessments**
- Insurance Policies**
- Electrical Safety Certificates**
- Performing Rights Society Licence**
- Phonographic Performance Licence**
- Advertising Material**
- Liquor Licence**
- VAT Exemption Form**
- Gambling Licence**

LETTING OF SPORTS FACILITIES – VAT EXEMPTION

The letting of sports facilities is standard rated for VAT purposes. However if all of the conditions detailed below are met the letting may be treated as VAT exempt.

1. You must be either:
 - a) a club,
 - b) an association or an organisation representing affiliated clubs or constituent associations, such as a local league.

For an organisation to be recognised as a) or b) above proof must be provided that one or more of the following statements apply

- It is affiliated to a National Governing Body/League
 - A membership subscription is charged
 - It has designated officials such as a secretary and a treasurer
- 2 You must book a series of 10 or more sessions in advance
 - 3 Each session is for the same sport or activity
 - 4 Each session is in the same place, although a different pitch, court or lane is acceptable.
 - 5 The interval between each session is at least one day but not more than 14 days. There is no exception for intervals greater than 14 days, which arise through events that can be reasonably predicted such as closure for public holidays. However, if we have to cancel your session due to unforeseen unavailability of the facility e.g. due to bad weather this would not break this condition.
 - 6 The series must be paid for in full whether or not the right to use the facility for any specific session is actually exercised. No refunds can be given in any circumstances.
 - 7 The organisation to which the facilities are let has exclusive use of them during the sessions.
 - 8 VAT exemption **is not** applicable to any organisation that is run as a profit making business.

I / We have read the conditions outlined above and apply to be exempt from paying VAT as we do fulfil the conditions

Signed _____ Date _____

On behalf of _____

Booking Form for Silverhill Primary School

Name		Position:
Organisation		
Address		Post Code
Tel Work Tel Home Tel Mob		

Facility Required (please highlight)

Hall	Classroom	Hardplay area	Grass pitch	other

Date(s) of hire	Monday <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday <input type="checkbox"/> Saturday <input type="checkbox"/> Sunday <input type="checkbox"/>	Start date: End date: Total number of sessions: (to be reviewed annually)
Time(s)		
Purpose of hire:		

Name and contact number of different From above:

Account to be sent to:

Monitoring Information

Expected number of participants	Expected number of spectators
Number of males:	Number of females:
Age range of participants	
Number of participants with disability	

Please ensure that you have read the attached conditions and regulations of hire.

I hereby apply for the use of the facilities detailed above in accordance with the scale of charges agreed and the conditions and regulations of hire. I undertake to ensure that charges are paid on time (within 30 days or prior to event as required). I understand that the fee remains payable if the booking is not honoured.

I agree to indemnify the facility against all actions, claims and demands by any person who suffers or sustains any loss, damage, injury or death, arising out of, or as a result of the use of the school, or any person authorised by me to use the school, due to my negligence, or on the part of such authorised person, during the period of hire.

Signed:

Date:

Silverhill Primary School

SERVICE LEVEL AGREEMENT

The Parties:

The parties to the agreement are:

Name Silverhill Primary School
Address Draycott Drive, Mickleover

Name
Address

The Purpose:

The purpose of the agreement is to provide xxxxx with the use of the School's Out of Hours Room, Hall, Staff Room and playground.

Named individuals:

Mrs Kate Nash, Headteacher on behalf of Silverhill Primary School

Mr/Mrs xxx, on behalf of xxx.

Duration:

The agreement shall commence on xxxxxx.

The contract shall be reviewed annually to plan any future developments.

Accommodation:

School will provide accommodation to allow access to the toilet area and also an area to make refreshments by prior agreement.

Policies:

xxx will abide by the policies of the School, which can be made available upon request.

A copy of the lettings policy has been made available with this agreement and must be followed.

Equipment and Resources:

The use of School equipment can be arranged but must be in advance of the letting and following negotiation with the Head teacher and the Caretaker. All equipment should be returned in the condition it was received. Any damage of School equipment should be reported to the Head teacher and a charge maybe incurred.

Payment:

Payment charged is at the discretion of the governors. Schools are advised by the LA on how to calculate charges for the use of school premises and are based on the following four-part calculation:

- 1 – Cost of Caretaker letting fees involved
- 2 – Heating cost per hour for the heating zone in which the room is situated.
- 3 – A capitation cost per user per session to cover a share of water, rates, wear and tear and other miscellaneous.
- 4 – A separately negotiated figure to reflect where appropriate the cost of any materials usage or the use of high cost equipment e.g. Computers and print paper.

Cost to be £xxx per day**Administration:**

All participants must sign-in in accordance with the Schools procedures.

During school hours the use of the school telephone, may be used in an emergency.

Confidentiality:

Both parties will ensure all information regarding this agreement will be treated as confidential.

Either party will not disclose personal information regarding course participants and their children without gaining their permission.

Complaints:

Complaints regarding the letting or this agreement should be made to the Head Teacher.

Termination:

Either party must give twelve weeks notice if the agreement is cancelled before the life of this agreement.

Use of Logo's:

Prior approval of either party must be given before either party's logo maybe used for any purpose.

Equal Opportunities:

Both parties have a commitment to equal opportunities will ensure that no discrimination will take place, which would prevent access to the service on offer.

Both parties have a commitment to support people with their individual needs to ensure they are fully able to access the services.

Health and Safety:

xxx will take responsibility for the Health and Safety of its staff and course participants throughout the duration of the agreement.

All persons hiring school premises will be expected to conform to the relevant health and safety regulations.

Insurance:

All hirers must carry sufficient third party liability insurance to satisfy LA requirements (currently £5,000,000).

Agreed Times and Sessions:

Xxxxxxx always with prior agreement with the Headteacher

Silverhill Primary School:

Signature: _____

Name: _____

Position: _____

Date: _____

xxxx

Signature: _____

Name: _____

Position: _____

Date: _____