

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

### **Lettings Policy 2020/21**

<b>Governing Body Committee</b>	FPP
Version no.	1.0
Issue Date	03.02.16
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Review Frequency	Annually
Next Review Date	Term 1 2021/22

This policy is available at <a href="http://www.st-bonaventures.bristol.sch.uk/">http://www.st-bonaventures.bristol.sch.uk/</a>

### Scope

- Covers use of St Bonaventure's Catholic Primary school facilities.
- Covers use by St Bonaventure's users and non-St Bonaventure's users outside of normal school hours, which for the purposes of this policy are 7am to 7pm inclusive.

### **Facilities Available for Hire**

St Bonaventure's facilities that will be considered for letting include:

- Main Hall
- Non-specialist classrooms (not otherwise in use), DT and Music room
- Staff room
- Meeting room
- All weather pitch (MUGA)
- Playground

### **Approvals Process**

- All lettings must be approved (or otherwise) by the School Business Manager.
- The School Business Manager will refer to the Headteacher and or the chair of FPP (Finance People and Place committee) as appropriate; otherwise the School Business Manager's 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 the booking.
- No booking will be confirmed until the 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.
- No charges will be levied on category 1 or 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.

### **Procedures**

Detailed terms and conditions are at Appendix C.

Appendix A							
Facilities available	Term time wee	ekdays		All other	times	Full day	Half day
	Any hour Before & Incl 6pm	First hour after 6pm	Subsequent hours	First hour	Subsequent hours	6 hours plus	3-6 hours
Main Hall	£18	£30	£15	£45	£22.50	£100	£75
Non-specialist classrooms (not otherwise in use) DT, Music room	£12	£20	£10	£30	£15	£65	£50
Staff room (max 20 people)	£12	£20	£10	£30	£15	£65	£50
Meeting room (max 6 people)	£12	£20	£10	£30	£15	£65	£50
All Weather Pitch (max 22 people)	£20	£30	£15	£50	£25	£110	£85
Playground	£18	£30	£15	£45	£22.50	£100	£75

# 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 public liability 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 that 14 days, and

Exclusive use 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 the 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.

Appendix B							
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

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Lettings Terms & Conditions	Appendix C
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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 in writing 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 form and may not assign or sub-let the premises.
- 1.4. A lettings application form 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. All charges must be paid by the due date, as invoiced.
- 1.6. The Governing Body will not refund any charge on cancellation of a booking by the hirer.
- 1.7. Applications and charges for regular lettings will be reviewed annually.
- 1.8. 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.
- 1.9. 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.
- 1.10. A no smoking policy applies at all times, including within the grounds.
- 1.11. 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.
- 1.12. 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 of the Headteacher.
- 2.6. Specialist rooms and equipment (including gymnastics 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.

#### 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. DBS CHECKS

4.1. St Bonaventure's School requires anyone involved in working with children or vulnerable adults to provide evidence of a current DBS check: these can be obtained through the school if you do not have one. We will apply on your behalf at a charge of £44 (£18 if you are a volunteer).

### 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 of £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 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 higher.

### 6. CONDITION 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 include: Fire Assessment, First Aid) a copy of which should be forwarded to the School Business Manager before commencement of the Letting.