Lettings

Next review due:	Jan 27	
Committee responsible:	Finance	
Document location:	Website:	Y
	Governor hub:	Y
	I: Management/ Policies:	Y

V	Reason	Date	Key changes	Author
4.0	Review	Nov 17	Update policy to be relevant to current school building, licenses and fees	TJ
5.0	Review	Oct 20	Covid 19 Addendum	TJ
6.0	Review	Nov 22	Remove Covid Addendum, rate change	TJ
7.0	Review	Sep 23	Slight amend to rates, review to annual Sept	TJ
8.0	Review	June 24	Review date moved to prior to Academic year	TJ
9.0	Review	June 25	Slight amend to rates	TJ
10.0	Review	Jan 26	Wording amends, slight rates amends	JCu

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INTRODUCTION

1.1 Outside school hours (8.45am to 3.15pm), the school facilities are recognised as a valuable spatial asset to the local community and potential source of additional income to the School, particularly within the current economic market and backdrop of dropping Government funding. The pricing structure is based upon charges for similar local facilities, but the Governing Body may exercise flexibility in setting charges for long-term and large-scale users.

1.2 Schools are not permitted to make an overall loss through letting of the premises as the school's budget cannot be used other than for children's education. It is the intention of the Governing Body to charge the real cost for the use of the premises to all hirers plus a small

profit to be used as income for the education of all children within the school.

1.3 The Governing Body of Christ Church School wishes to administer the letting of the school premises out of school hours for the benefit of:

a) Increased income for teaching and learning in the School
b) Community Groups
c) Youth Groups
d) Local Residents

1.4 It is intended to prioritise lettings in the following order:

e) Use for school functions, Parents/Teachers Associations or fund raising activities
f) Wrap around care for children of the school
g) Voluntary Organisations including Christ Church Diocese
h) Other users approved by the Governing Body

1.5 The Governing Body has the right to refuse any letting application without explanation

2.0 CHARGEABLE/ NON CHARGEABLE ACTIVITIES

2.1 Use of the facilities for whole school related purposes such as Parent/Teacher meetings and school fundraising (PTA) events will not be charged

2.2 In the event that either of the above activities incurs costs > £50 in servicing the event or post event cleaning, this can be requested by the school out of the fundraising moneys

2.4 Use of the facilities for Christ Church School teacher led free clubs and activities will not be charged (this includes peripatetic music lessons)

2.5 All other use of the facilities outside school hours (8.45am to 3.15pm) will be charged and considered a 'letting'.

3.0 LETTINGS MANAGEMENT

3.1 The Headteacher, School Business Manager (SBM) and Finance Officer will manage any letting of the school premises in line with the procedures set out in this policy.

3.2 The Headteacher and School Business Manager will have discretion to set and vary the rates for such lettings according to their discretion. They will report annually the current standard letting rates and main sources of income.

3.3 Letting space within the school is deemed as some or all of:

- The school games court
- The main school hall
- The activity hall
- The accessible toilet off the main hall
- 2 visitor car parking spaces for the duration of the let

3.4 A secure access swipe card system will be in place to control the use of the Lettings area.

4.0 LETTING CHARGES

4.1 New lettings will be charged at £22.5/hr for clubs < 25 persons, £28/hr for clubs > 25 persons (some long standing clubs may have a reduced rate). Current rate for Tae Kwon Do (£18/hr) Shine (£43/day).

4.2 The Headteacher and School Business Manager may negotiate an alternative price for 1 off hiring's or multiple hour lettings, but as a guideline the minimum for commercial hires should be £25 per hour. 1 off lettings would be required to be paid in full at least 1 week before the event.

4.3 A £100 returnable deposit will be requested against the access swipe card.

4.4 Lettings will be invoiced (6 terms) termly in advance with a 30day payment requirement (exception - Before /After School Club invoiced in arrears at end of term in accordance with days taken).

4.4 With reasonable notice (1 week), a letting may be cancelled and a credit note issued

5.0 INSURANCE

5.1 The school's insurance does not extend to a hirer's liabilities. It is the responsibility of the hirer to hold:

- property damage – building and contents (£5m)
- employer liability (£5m)
- public liability (£5m)

5.2 Evidence of insurance must be shown to the school before the letting commences.

6.0 PROCEDURES

6.1 All lettings must be approved by the Headteacher and School Business Manager

6.2 An individual letting license must be in place and must be signed by the Headteacher, School Business Manager and at least one member of the hiring organisation. This will be reviewed annually in July and signed for the academic year in September.

6.3 The hirer must personally sign the license and may not assign or sub-let the premises.

6.9 The license will cover (See Appendix 1 for template Licence Agreement):

- Parties to license
- Hiring time & dates
- Hiring zone
- Responsibilities of the Hirer
- Responsibilities of the School
- Record of fee
- Procedures for concerns, disputes and notification of termination
- Contact details and signatures of both parties

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Deputy Headteacher: Vikki Richardson
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T: 0117 3772830
E: christ.church.p@bristol-schools.uk
W: www.christchurch.bristol.sch.uk

- Request for insurance documentation:
  - property damage – building and contents (£5m)
  - employer liability (£5m)
  - public liability (£5m)

Christ Church C of E School Clifton

Together We Learn

7.0 PREMISES

7.1 A no smoking policy applies at all times.

7.2 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.

7.3 The hirer is responsible for ensuring that the school's security is not compromised in any way for instance by propping open external doors.

7.4 The hirer must ensure that a responsible adult is present and able to supervise at all times.

7.5 The hirer must pay the school the cost of making good any damage to property that may ensue.

7.6 The hirer must clear away any rubbish and leave the premises in the condition in which they were found.

7.7 Use of school equipment only by prior arrangement with school

7.8 The school has a planning condition whereby the games court lighting may be used only until 6pm daily and 9pm one day a week.

8.0 LEGAL REQUIREMENTS

8.1 The hirer must comply with legal requirements concerning consumption of intoxicating liquor, music, singing and dancing license, theatre licences and copyright. The hirer must not apply for licences without the specific approval of the school.

8.2 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 children while entering and leaving the building and to take all other reasonable precautions for the safety of the children. Hirers should undertake any necessary risk assessment and provide it to the school when requested.

8.3 The hirer will to the best of his endeavours ensure that the requirements of the Equality Act 2010 and must not discriminate on the basis of any protected characteristics.

8.4 The hirer is specifically forbidden to use, or allow the use of the hired premises or grounds for any activity which is illegal, extremist, discriminatory, or otherwise incompatible with the school's values and safeguarding duties.

8.5 The hirer shall not carry on any activity so as to cause nuisance or annoyance to other users of the premises or neighbouring or adjoining premises.

8.6 Lettings should not normally extend beyond 10pm.

APPENDIX 1 – TEMPLATE LETTING LICENSE

XXX Annual license to operate on Christ Church C of E Primary School site for provision of a XXX Club

This license and fees will be reviewed annually in July for signing during the first week in September.

1. **From**: Christ Church Primary School, hereafter to be termed CCPS, leasehold owners of the site at Christ Church C of E Primary School, Royal Park, Clifton, BS8 3AW.
2. **To**: XXX
3. **Purpose**: CCPS agrees to grant to XXX a license to operate a XXX Club provided on site at Christ Church C of E Primary School. This is the sole purpose of the license.
4. **When:**

   4.1 Term time XXX, including set up and clearing up

   4.2 Other times by special arrangement with the School Business Manager or Headteacher

   4.3 The period commencing XXX to XXX

5. **Where:**

   5.1 Within the CCPS site, the boundaries defined as available for use by XXX Club include (please see attached plan at Appendix 1):

   - Community entrance – this is the entrance for club students to use
   - Main Hall
   - Activity Hall
   - Group room to side of activity hall
   - Disabled wc off main hall
   - Playground
   - Use of two car parking spaces in the school car park for the duration of the let- please inform club users that the school car park is a private car park

6. **XXX Club Responsibility:**

   It is the responsibility and liability of XXX Club to ensure that:

   Staff:

   6.1 A defined responsible person (or contingency responsible person) is on site at all times that XXX Club have possession of the areas outlined in 5.1 above. This person is responsible for:

   6.1.1 Knowledge of:

   - School emergency evacuation plans
   - Procedures for advising fire and security companies of false setting off of alarm
   - Is point of contact in event of any incident/ emergency
   - Holds access swipe card and a school gate key

   6.1.2 Ensuring areas defined in 5.1 are empty and secure before leaving the site.

   6.1.3 All equipment, materials and any other item provided and used by XXX Club must be cleared away at the end of each day. Any rubbish/litter must be binned/ recycled.

   6.1.4 The school is a non-smoking and no pets site (unless pet essential to support with a special need in which case club should apply to school for dispensation).

Procedures:

6.2 Approved, suitable and sufficient risk assessments are in place and adhered to by staff, volunteers and as far as possible the club students, for use of all internal and external equipment and space and all appropriate activities provided or undertaken

6.3 Emergency evacuation procedures are in place and tested termly

6.4 Any health and safety incidents are reported to the School Headteacher or School Business Manager

6.5 It is XXX Club's responsibility to ensure that the access swipe stays with the delegated staff; is kept safe and secure and that CCPS are informed of any accidental loss or damage. The swipe cards are part of a programmable system so cards can be stopped if they are lost, stolen or damaged and a new card issued. A charge of £5 will be made for replacement cards.

6.6 Insurance is held by XXX Club (and copies of documentation given to the school office) for:

- property damage – building and contents (£5m)
- employer liability (£5m)
- public liability (£5m)

Premises:

6.7 The CCPS building fabric and external areas are not physically altered by XXX Club

6.8 Any issues with the land and buildings included in this license are notified immediately to CCPS. Notwithstanding this, immediate safety action must be taken by XXX Club to safeguard club students, staff and property.

6.9 The areas identified in section 5.1 as available for use by XXX Club are kept clean and tidy on a daily basis.

6.10 XXX Club staff must be aware of locking and unlocking procedures, telephone numbers and codes for the school, hold access swipes, and be responsible for these. When XXX Club are the only organisation present on the school site they take responsibility for the security of the areas identified in section 5.1 and entry/ egress to and from the school.

Documentation:

6.11 All documentation evidencing items 6.1 to 6.11 above is kept on file by XXX Club and can be viewed by CCPS within 48 hours of asking.

7. Christ Church C of E Primary School Responsibility:

It is the responsibility and liability of CCPS to ensure that:

Staff:

7.1 XXX Club are provided with main points of contact (name, telephone number, email address) to ensure timely communication between the two organisations. This will be the Headteacher, School Business Manager and Finance Officer.

Procedures:

7.2 XXX Club are inducted into CCPS Emergency Evacuation and Security Procedures (ie Fire, Lock Down and Security Alarms, door entry codes, emergency contacts etc).

7.3 CCPS assists XXX Club members of staff, where they can, with any H&S or safeguarding incidents

7.4 Good communications are promoted between CCPS and XXX. CCPS informs XXX Club of upcoming events likely to affect their provision

Premises:

7.5 CCPS risk assessments have been carried out on the areas listed in section 5.1

7.6 Suitable H & S and Insurance policies are in place for the areas identified in section 5.1 to provide a safe and secure environment for the use of XXX Club provisions

7.7 XXX Club are given 1 swipe access card for access to the areas identified in section 5.1 and 1 gate key.

7.8 Give access on the designated day to the areas identified in section 5.1. Where there is a school event that might require use of the areas identified in section 5.1 and not listed in 5.2, the School will give XXX Club as much as notice as possible and work to find a solution with XXX.

7.9 Provide clean and tidy facilities

8. Fee:

8.1 Club student attendance < 25, £xx/hr, club student attendance > 25, £xx/hr

8.2 Returnable deposit for swipe card - £100

8.3 Upon advice from XXX Club about attendance numbers, CCPS will invoice XXX Club termly in advance for payment within 30 days of invoice.

9. Concerns and disputes: must be put in writing (email or post) between the parties, a written response is required within 1 week (5 working days), with a meeting to resolve within 2 weeks (10 working days) thereafter. If concerns are not resolved within 3 weeks (15 working days) from the date of the initial written concern, CCPS reserves the right to terminate the license within 1 month of the initial written concern, giving a minimum of 20 working days notice, with the aim of concluding the license at the end of a calendar month.

Parties to be listed within written correspondence:

CCPS – Clare Jones (Headteacher), Tamara Jordan (School Business Manager)

XXX Club– XXX

10. Notice period to terminate license by either party: unless section 9 applies, notice period for termination of license by either party to be 1 academic term.

Agreement:

I agree to the terms listed in this document

Signed:	Name printed:	Date:
Headteacher, CCPS	……..	……
School Business Manager, CCPS	……..	…….
XXX Club, XXX	……..	…….

Headteacher: Mark Oldfield
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Appendix 1: Boundary of available area for use by XXX Club



Appendix 2: contact details:

XXX Club*:*

Contact details for responsible person:

Name:

Email:

Phone:

XXX Club*:*

Contact details for contingency responsible person:

Name:

Email:

Phone:

CCPS Headteacher:

Name: Mark Oldfield

Email: head.christ.church.p@bristol.gov.uk

Phone: 0117 3772830

CCPS School Business Manager:

Name: Tamara Jordan

Email: tamara.jordan@bristol-schools.uk

Phone: 07789716606

CCPS Finance Officer/ Lettings Administrator:

Name: Jennie Roberts

Email: jennie.roberts@bristol-schools.uk

Phone: 0117 3772830

CCPS Caretaker:

Name: John Ford

Email: sitemanger.christchurchp@bristol-schools.uk

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