

Bromley Heath Infant School Lettings Policy

Author/ Person Responsible	Chair of Finance Committee
Date of Ratification	May 2012
Review Group	Finance and Premises Committee
Ratification Group	FGB
Review	Annually
Review Date	October 2026 October 2025 – amended – deposit WILL be required rather than may be required. October 2024 October 2023 October 2022 October 2021 (delayed due to COVID)
Notes	October 2023 included Safeguarding section (previously in the signed agreement)
Signature Chair of Finance and H&S Committee	Signed copy held in file

[Type here]

Equality Impact Assessment (EIA) Part 1: EIA Screening

Policies, Procedures or Practices		Date	26/09/2023
EIA CARRIED OUT BY:	Abigail Hodge	EIA APPROVED BY:	Abigail Hodge

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.

Policy for letting of Buildings

Rationale

- The aim of this policy is to support extra-curricular provision for the children and the community of Bromley Heath in respect of activities of an educational, recreational or cultural nature and thereby generate revenue for the School.

Purposes

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

Guidelines

- To appraise Governors of potential lettings programme.

[Type here]

- To ensure all lettings are managed in accordance with Bromley Heath Infant School regulations.
- 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.
- To review hire charges at least once a year.
- To ensure the goodwill of the immediate community is maintained by appropriate communication and management of lettings.

Procedures

- All applications must be on a letting form provided by the school for approval. (Appendix 1)
- All applicants must be in receipt and have read a copy of the school letting regulations. (Appendix 2)
- Once approved a deposit will be required from the hirer. This is refundable assuming the buildings and contents are returned in the same condition as at the beginning of the period of hire.
- Bromley Heath Infant School will issue an invoice for either monthly or termly charges based on the agreed hourly rate.
- Payment must be made at least 7 days prior to the period of hire and can be made by post or at the school office during school hours.
- Bromley Heath Infant School will bank all income promptly against the lettings code.
- 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 School, which Governors may ask to see.
- All hirers must be familiar with and responsible for adhering to licensing regulations concerning the sale and consumption of alcoholic drinks and regulated entertainment and for obtaining a license for temporary events as and when necessary.

Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space. If those hiring the premises will come into contact with pupils, for example running an after-school or holiday club, or if the hire occurs during school hours, or when pupils may be present in the school (during after-school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies to the school.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact Bromley Heath Infant

[Type here]

School Designated Safeguarding lead (Abigail Perry-Hodge) during term time, or their own Designated Safeguarding Lead during holiday clubs.

The hirer understands that if our school receives an allegation relating to an incident where an individual or organisation is using our school premises for running an activity for children, we will follow our usual safeguarding procedures and inform our local authority designated officer (LADO).

Charges

£50 refundable deposit

£12 key holder charge (to be added if required)

Evening & weekend charges

£30 per hour

£45 for 2 hours

£60 for 3 hours

After School Clubs

£5.00 per session

Holiday Lets

Whole Day £70.00

£50 morning (4 hours)

£40 afternoon (3 hours)

Terms and Conditions for the Letting of Bromley Heath Infant School

Procedure

1. All applications must be on the Lettings Form provided by the school and must be completed in full as required. Failure to do so may result in the application not being approved.
2. All applications must be made not less than 21 days before the proposed date of use. Where the proposed date of use falls within a school holiday, the application must be submitted not less than 21 working days before the commencement of the holiday period.
3. Applications will only be accepted for a **maximum period of one year** between the first day of April of one year and the last day of March of the following year after which they will fall due for review by the School/Governing body.

[Type here]

4. The hirer must personally sign the application form and may not assign or sublet the premises or grounds hired.
5. All long term lettings must be approved by the Chair of Governors. Short term lettings of less than three occurrences may be approved by the Head. Both the Chair and Head are authorised to act on behalf of the Governing Body, and retain the authority to make the final decision on the approval or cancellation of any letting.
6. The Chair or the Head as appropriate 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. There may be dates throughout the school, year when facilities are unavailable and every effort will be made to advise hirers in good time of such alterations.
7. The Chair or the Head as appropriate must be advised of any changes to the letting arrangement in advance of the change.
8. No letting shall be considered approved or any change confirmed until approved by the Chair or Head as appropriate.
9. No person or persons shall use the premises or grounds covered by these regulations without a current approved Lettings Form. Any person or persons who knowingly act 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.
10. The Governing Body reserve 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. 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 requirements 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 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 6.

Charges

11. All charges must be paid in advance on the date and by the method required by the Governing Body.
12. A deposit will be required from the Hirer to cover possible damage. This will be refundable at the end of the period of hire if the premises are left as they were at the beginning of the period of hire.

[Type here]

13. Charging rates will be determined by the Governing Body and shall be liable to change without prior notification to the hirer.
14. 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 6.
15. The Governing Body does not undertake to refund any charge on cancellation of the booking by the hirer, unless 21 days written notice of the cancellation has been given to the Chair or Head as appropriate.

Care of the Premises

16. The hirer shall ensure that there is a responsible adult present and able to supervise at all times during the letting.
17. The hirer is required to pay the Governing Body the cost of making good any damage to property or equipment, 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.
18. No desks, fixed furniture or equipment that may be in the accommodation hired shall be used or interfered with, without 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.
19. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind. Chalk resin or polishing materials may not be used on floors.
20. The electrical and mechanical installations are not to be supplemented or altered nor are 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

21. The hirer shall comply with the legal requirements concerning consumption of intoxicating liquor, music, singing, dancing, theatre licenses and copyright.
22. The hirer shall comply with section 12 of the Children and Young Persons Act 1933. IE where any play or entertainment is provided at which 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

[Type here]

sufficient number of adult attendants, properly instructed as to their duties, to prevent more children of other persons being admitted to any part of it than can be safely accommodated there and to control the movement of the children and other persons admitted while entering or leaving the building and to take all reasonable precautions for the safety of the children.

23. The hirer will to the best of his/her abilities ensure that all requirements of the Race Relations Act 1976 be observed at all times throughout the letting.
24. The hirer is specifically forbidden to use, or allow the use of the hired premises 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.

Insurance

25. It is the responsibility of the hirer to effect public Liability insurance with a minimum limit of Indemnity of £5,000,000 and provided evidence of same to the Governing Body. This is in addition to whatever other insurance he/she considers necessary to cover his/her liabilities. Any insurance protection arranged by the Authority or Bromley Heath Infant School does not extend to a hirer's liabilities.

Legal Requirements

25. The hirer shall comply with the legal requirements concerning consumption of intoxicating liquor, music, singing, dancing, theatre licenses and copyright.
26. The hirer shall comply with section 12 of the Children and Young Persons Act 1933. IE where any play or entertainment is provided at which 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 of other persons being admitted to any part of it than can be safely accommodated there and to control the movement of the children and other persons admitted while entering or leaving the building and to take all reasonable precautions for the safety of the children.
27. The hirer will to the best of his/her abilities ensure that all requirements of the Race Relations Act 1976 be observed at all times throughout the letting.
28. The hirer is specifically forbidden to use, or allow the use of the hired premises 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.

[Type here]

Compliance with regulations

29. Failure by the hirer to comply with any or all of the requirements and regulations whether intentionally or not maybe deemed to be just cause for the immediate cancellation of any letting or series of lettings.

Policy Initiated May 2012

Reviewed Annually

October 2026	
October 2025	Signed copy in file.
October 2023	Signed copy in file.
Oct 2022	Reviewed and amended on 19.10.2022 signed copy in file
	Signed copy in file
	Signed copy in file