



May Park Primary School
Nurturing curiosity; cultivating creativity
Coombe Road, Eastville, Bristol BS5 6LE
0117 9030075
enquiries@maypark.excalibur.org.uk
www.maypark.bristol.sch.uk



May Park Primary School- Lettings of School Premises Policy

Policy Approved: September 2022

Policy Review: September 2023

Policy review: December 2024

Status

Non-statutory policy

Aim

Excalibur Academies Trust, the Local Governing Board (LGB) and the principal are committed to increasing the revenue into the school by letting the premises to appropriate people and organisations. This is to be done within specific guidelines set out in this policy document and the individual Lettings Agreements.

Policy Statement

In order to maximise income, the school has a delegated authority from Excalibur Academies Trust to let the school premises in line with their conditions.

Roles and Responsibilities

The LGB have produced an "Agreement to Let" document setting out all the conditions that apply. The school has taken out Liability Insurance for individuals who wish to hire the school premises (children's parties etc). This allows additional lettings to be made without the need for those individuals to go to the expense of arranging their own cover. Any club or other organisation will need to show proof of Indemnity Insurance as advised in the Agreement to Let document.

The principal is responsible for agreeing lettings and ensuring they meet our requirements of "an appropriate organisation". Educational and other statutory requirements take precedence over any other case. A School Decision Tree is attached to this policy (Appendix 1) for you to see the agreement process.

The school needs to go through with the prospective Hirer all aspects of the 'Agreement to Let' document (Appendix 2). Special attention should be taken when advising of the safety measures the school has in place (fire equipment and positions, all passageways must be kept clear, exits etc.) The school will keep records of all lettings using the application form below which must be available for inspection if required.

Hirers may refer to the conditions covering a hiring as laid down in the 'Agreement to Let' document. These cover areas such as the required indemnity to be taken out (if appropriate); the fire regulations for the school including assembly points; the name and telephone number of whom to contact in case of emergency and the name of the responsible person. To assist

Principal: Emma Tovey

Excalibur Academies Trust; a company limited by guarantee
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the Hirer, the Local Education Board have produced a single sheet document which sets out these key areas in an easy-to-read document (Appendix 3).

The opening and closing of the school premises must be carried out by a responsible person who is attending the function. The principal, who authorises this person, will require the School Business Manager to check that the 'responsible person' has a good knowledge of the school and is trustworthy enough to ensure alarms are activated and all doors locked when they leave the premises. It will be the 'responsible person's' responsibility to ensure all guests have left the premises before locking up.

Where the school premises are hired by an organisation involving children (e.g., scouts, brownies) the school will seek assurances that the Hirer has appropriate policies and procedures in place in regard to safeguarding children and child protection (s.175 Education 2002) and that there are arrangements for the Hirer to liaise with the school on these matters where appropriate.

Where the school premises are hired by individuals, they should be advised that they are responsible for procedures to safeguard children within their care.

Consultation

This policy was written in regard to the previous policy.

Relationship with Other Policies

Health and Safety Policy

Arrangements of Monitoring and Evaluation

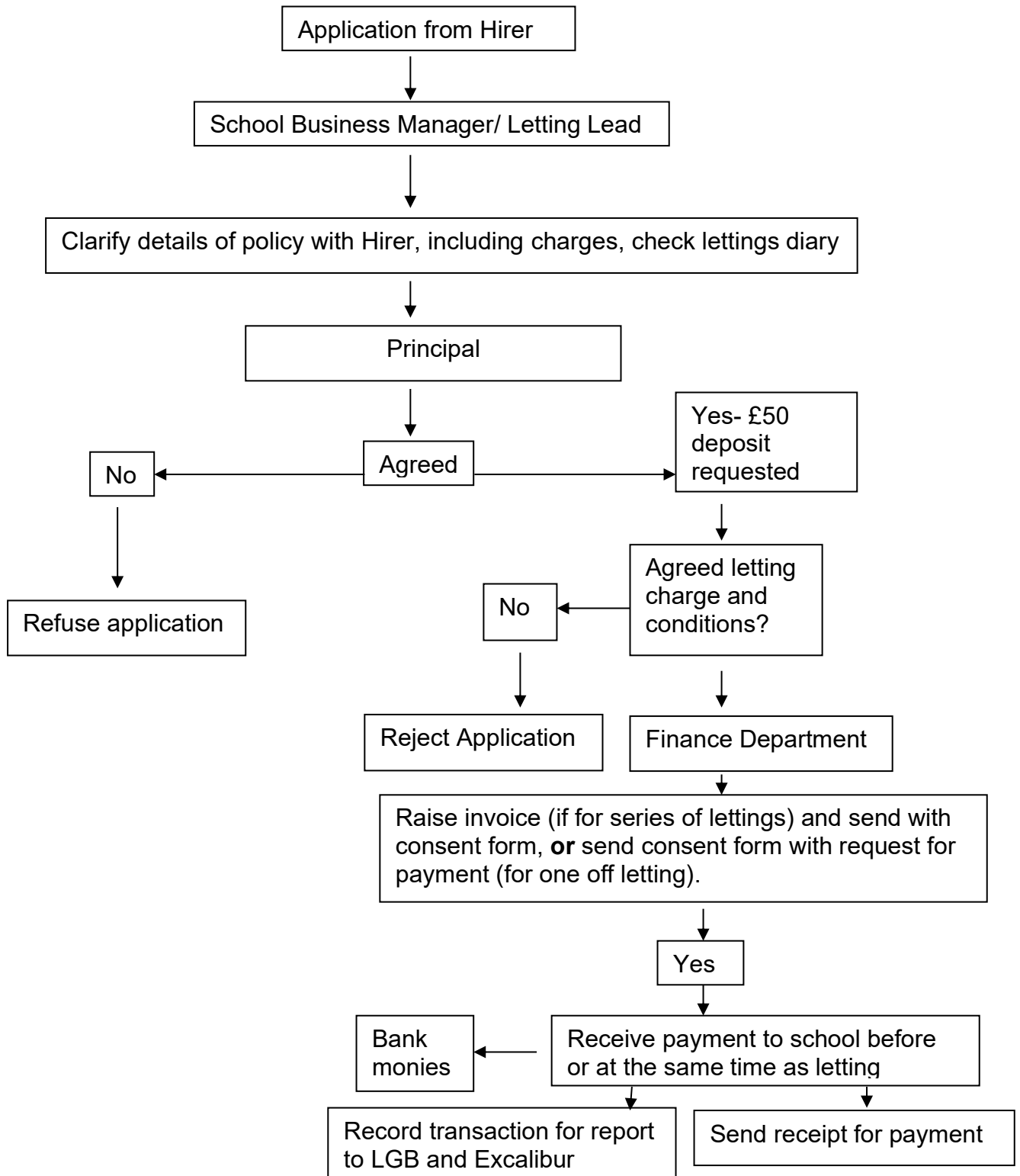
The policy will be reviewed in 2025.

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Appendix 1: School Decision Tree



Appendix 2

LETTING AGREEMENT

Terms and Conditions of Letting.

A. GENERAL

1. Parts of the premises at May Park Primary School are let by permission of Excalibur Academies Trust and the Local Governing Board, under the terms and conditions set out below. The principal of the school is authorised to agree all lettings. The LGB/Principal reserves the right to refuse any application. The school will not allow the premises to be hired for purposes which may cause nuisance or annoyance to the school or to neighbours or which are harmful or against the practices and regulations of Excalibur Multi Academy Trust.
2. The terms of letting are specified in the standard Agreement that shall be in place before each letting or series of lettings commences, signed on behalf of the Governors and by the Hirer. The Hirer would normally be the “responsible person” referred to in the Agreement but may delegate his/her responsibilities, for example to other ‘organisers’ of an event, except in respect of providing indemnity (see below), providing the principal is informed of the new names in writing in advance, preferably on the Letting Agreement.
3. The opening and closing of the school premises must be carried out by the agreed responsible person who is attending the function. The School Business Manager will need to check that he / she has a good knowledge of the school and are trustworthy enough to ensure alarms are activated and all doors locked when they leave the premises and inform the principal so that she can authorise the letting. It will be the ‘responsible person’s’ responsibility to ensure all guests have left the premises before locking up.
4. Where the school premises are hired by an organisation involving children (e.g. scouts, brownies), the Governing Body will seek assurances that the Hirer has appropriate policies and procedures in place in regard to safeguarding children and child protection (s.175 Education 2002) and that there are arrangements for the Hirer to liaise with the school on these matters where appropriate.
5. Where the school premises are hired by individuals, they should be advised that they are responsible for procedures to safeguard children within their care.
6. The Hirer shall ensure that persons allowed to use parts of the school premises during the specified letting period observe the terms and conditions of the Agreement and behave reasonably in keeping with societal norms including those relating to health & safety, the environment and noise and other public nuisance.
7. **Changes in circumstances.** The Hirer shall notify the Administration Department without delay of any change to the details laid down in the Annex to this agreement.

8. **Payment/Invoices.** We required a £50.00 deposit in order for you to secure the area you are looking to let. This will be returned to you after your letting has taken place unless there is damage to school property. Payment terms will be agreed on an individual basis in advance of the commencement of ongoing lettings and one-off lettings must be settled in advance. Invoices for lettings will be raised by the Administration Department and are payable within the terms agreed. If payment is not received within this time, the Hirer will be contacted. If payment is still not received in a time specified by the principal, the Letting Agreement will be terminated. If payment is repeatedly delayed, the Letting Agreement may be terminated, at the discretion of the principal.
9. **Revision of the fee.** The charges for the agreed periods of hire is laid out in each separate Agreement and are kept for inspection and audit for a period of the current year plus a further 3 years. Letting charges are reviewed annually and may be changed with effect from 31 July in any year. Where this agreement allows a repeated let that runs over 31 July, the agreed charge may therefore be revised from such date at the discretion of the school.
10. **Maximum permitted number.** Attention is directed to the Children's and Young Persons Act 1933 Section 12 (1), which provides that when the number of children attending an entertainment exceeds one hundred, it is the duty of the person providing the entertainment to provide an effective corps of properly instructed stewards to see that the number of the children attending does not exceed the proper capacity of the building, and to take all other reasonable precautions for the safety of the children. The maximum capacity of the Hall is 340 people when standing and 225 when chairs and/or tables are used. Care must be taken that tables or chairs do not impede escape routes to emergency exit doors.
11. Although there will be a cleaning charge you are still expected to tidy up the area before you vacate the premises.
12. Hirers need to re-apply for lettings on an annual basis and provide the updated paperwork details, as requested in this documentation, in advance of the letting. Without this, the letting will not be able to take place.
13. The areas of the school premises that are included in the letting will be specified in the Agreement. The Hirer shall ensure that persons present as a result of the letting use only the specified parts of the school. Every letting will include access to male and female toilets and a disabled toilet.
14. Due to restrictions placed on the school all visitors will need to be off the premises by 10.30pm at the latest.
15. **Cancellations.** Hirers are still liable for the cost of the letting if a booking is cancelled after 9.30 a.m. on the day of the letting or, for a weekend letting, after 2.00 p.m. on the Friday prior to the weekend of the letting.
16. **Insurance.** Where the Hirer operates a registered business (e.g., Sports clubs, Pilates, yoga, entertainer, brownies etc) they shall have insurance against legal liabilities to third parties, with a limit of indemnity of at least £1 million (see section below). Details that shall be shown on the Letting Agreement are the name of the

insurance company, the policy number, the limit of liability, and the name of the insured person if other than the Hirer. An application for a letting will be refused without this information. For individuals wishing to hire the school facilities (e.g., a children's party), the school has taken out its own indemnity insurance and, as such, individual lettings will not be required to take out any additional legal liabilities insurance to cover third parties. However, if an entertainer or similar is being hired then that person/those persons will need to be covered under the above.

17. **Emergency information.** Posters detailing actions to be taken in an emergency are posted in each letting area. The Hirer shall ensure that people present at the event are aware of these emergency instructions and that people take appropriate action if an emergency occurs.
18. **Alcoholic beverages.** No intoxicating liquor may be sold, supplied or consumed on the premises without the specific consent of the principal and, if appropriate, the Licensing Authority. Such an intention shall be specified in the Letting Agreement.
19. **Use of the servery.** Use of the school servery will not be included in the letting without prior agreement from the principal.
20. **Use of school grounds.** If use of any part of the school grounds, is required, this shall be specifically requested.
21. **Car parking.** Cars may not be parked within the school car park or anywhere else within the boundaries of the school.
22. **Importing equipment into the school buildings or grounds.** Personal electronic equipment such as mc equipment, mobile phones and laptops may be imported for use on school premises as long as they are not connected to a source of electrical energy. **No band equipment, cameras or audio-visual equipment and no heating or cooking equipment may be imported for use on school premises except by specific arrangement and it has clearly been marked to show it has been PAT tested.**

B. BEHAVIOUR ON SCHOOL PREMISES.

23. Areas of the premises are let as they normally stand. No alterations or additions shall be made to lighting, heating or any furniture and fittings including fire and safety notices and equipment without the consent of the principal. Particular attention should be given to any item which is supplied by the school to meet its obligations under health and safety requirements or in line with any welfare issue.
24. Care shall be taken to avoid damage to any items of equipment. Any faults or other concerns about school equipment should be reported to school as soon as practicable.
25. Dogs, other than guide dogs for the blind (or similar), are not allowed on school premises.
26. No substance is to be applied to floors to prepare them for use for dancing or other activity. No footwear likely to damage floors and floor coverings should be worn in the school buildings.

27. Stage lighting shall not normally be used unless special consent is given and a competent operator is provided. A separate charge may be made for such use.
28. Posters and placards will not normally be permitted on the premises except by prior consent of the principal.
29. No bolts, screws, nails or tacks or any adhesive fastenings shall be used to fix anything to the wall or for any other purpose.

30. No article of any inflammable or explosive character or any article producing an offensive smell or any oil, electric, gas or other engine shall be brought into the accommodation.
31. **Smoking.** Smoking is not permitted anywhere on school premises, **inside or outside.**
32. **Alcohol.** Alcohol may be consumed on the premises. However, it will be the Hirer's responsibility to remove all traces of alcohol and recycle their own bottles/cans etc. We will require a cash deposit of £150 which will be returned providing all alcohol has been removed.
33. Areas used by the Hirer should be cleaned if necessary, in order to ensure the premises is left in the condition it was hired.
34. After letting the responsible person will check the premises to ensure there all electrical appliances are turned off and that the building is secure.

C. HEALTH AND SAFETY RESPONSIBILITIES OF HIRERS.

35. The school has a responsibility to take all reasonably practicable steps to secure the health of all people using the school premises and has adopted an appropriate Health and Safety Policy. Accordingly, all Hirers are expected to conduct themselves and their guests to the expected high standards, ensuring that the activities under their control are carried out in such a manner that all statutory and advisory safety requirements are met at all times.
36. Hirers are bound by the provisions of the Health and Safety at Work Act 1974. In section 8 this states that *'no person shall intentionally or recklessly interfere with or misuse anything which is provided in the interests of health, safety or welfare'*.
37. Where a Hirer has employees, who will be present on the school premises during the period of hire, the Hirer must ensure safe working practices by these employees according to the provisions of the Health and Safety at Work Act 1974 including ensuring due regard to the safety of all persons using the premises.

Risk Assessment

38. A simple risk assessment must be carried out by any Hirer of the school premises, prior to the activity taking place. This process allows the Hirer to consider health and safety implications of their activity within the school, helping the Hirer ensure that he/she is meeting their duty of care to those people taking part in the proposed

activity and to others using the premises including staff and pupils. The process of completing a risk assessment will:

- Identify hazards - those that have the potential to cause injuries or harm for persons using the premises during the hire or after it, including the staff or pupils of the school;
- Consider existing precautionary measures that are in place;
- Assess the level of risk - the likelihood of something happening and the severity of the harm;
- Make a judgement about whether this level of risk is acceptable;
- Lead the Hirer to identify any additional precautions necessary to reduce the risk to a level that is as low as is reasonably practicable.

39. The Hirer should re-visit the risk assessment process if the nature of proposed activities changes significantly from one hire period to another. To help the Hirer with this process, a sample risk assessment form is attached to this letting agreement.

Fire and Safety Precautions

40. The Hirer must have a working mobile phone available during the hire and should be aware of the position of accessible telephones, escape routes, fire alarms, firefighting equipment, and the arrangements for emergency assembly areas. Organisers of any activity must also ensure that as far as possible an accurate list of those present is available for a roll call in case the buildings must be evacuated.
41. The school will ensure that the Hirer has been shown the fire and safety notices and the position of the fire extinguishers and is also familiar with the position of telephones, the layout of the building including escape routes and the location of the Assembly area.
42. Also, that escape routes are unlocked and unobstructed internally and externally and that all doors are easily and immediately operable from the inside.
43. Also, that safety lighting and firefighting appliances are present and have been checked regularly.
44. The Hirer shall ensure that the maximum permitted number of people to be admitted will not be exceeded.
45. The Hirer will also ensure that all users of the premises are aware of basic safety measures including fire exits and what to do in case of fire or other emergency such as gas explosion.
46. In the case of regular lettings, the Hirer should arrange for a fire drill to be carried out periodically to ensure that procedures are carried out correctly. This should happen once a year or more often, at the discretion of the Hirer.
47. In the event of a fire, the Hirer is responsible for alerting the Fire Brigade when the alarm sounds. Again, it is always imperative that a mobile phone be carried with them.

48. If there is a fire, or the fire alarm sounds, everyone should leave the building ensuring that all doors are closed after they have been passed through. The Hirer should make a sweep of the area to ensure everyone has evacuated. This should be done on the understanding that they will not be risking their life to carry out such a sweep.
49. All persons should go to the designated Assembly area where a check on those present should be carried out – either by using the list of attendees or by individual enquiry.
50. The Officer in charge of the Fire Brigade should be met immediately on arrival and informed of the position. No one should be allowed to re-enter the building until authorised by the Senior Fire Brigade Officer present.
51. There may be an opportunity to use the nearest fire extinguisher or hose reel to attack the fire or to keep it localised. Only those present who have received appropriate training should use the fire extinguishers and know the type of fire extinguisher appropriate to the fire involved. However, firefighting is always secondary to the safety of life.
52. After the letting, the “agreed responsible person” will check there are no apparent fire risks. Please ensure that all electrical appliances and water taps are turned off, and that isolating switches, where installed, are off. Doors and windows should be closed, and any special fire instructions adhered to.

D. DAMAGE TO PROPERTY

53. We will retain you £50 deposit should there be any damage to the property. The Hirer will also have to repay to the school any additional costs, whether for staff or premises, resulting from the misuse and/or damage of the premises and/or grounds resulting from their use by the Hirer before, during or after the period of hire if in relation to or because of the hiring. Any such damage shall be reported to the Administration Department as soon as practicable.
54. The costs of reinstating grounds or reinstating or replacing any part of the premises or any property in or on the premises and grounds which shall be damaged, destroyed, stolen or removed will be certified by a member of the Royal Institute of Chartered Surveyors whose certificate shall be conclusive.

E. INDEMNITY

55. **Where the Hirer operates a business (e.g., Pilates, yoga, entertainer, brownies etc) they are required to hold insurance against legal liabilities to third parties with a limit of indemnity of at least £1 million (see section below). Details that shall be shown on the Letting Agreement are the name of the insurance company, the policy number, and the limit of liability, and the name of the insured person if other than the Hirer. An application for a letting will be refused without this information. For individuals wishing to hire the school facilities (e.g., a children’s party), the school has taken out its own indemnity insurance and, as such, individual lettings will not**

be required to take out any additional legal liabilities insurance to cover third parties. However, if an entertainer or similar is being hired then that person/those persons will need to be covered under the above.

- 56. The Hirer of a business must ensure that such insurance is in place throughout the period of hire.** If the period of hire extends past the renewal date of the insurance policy, the Hirer shall confirm to the Administration Department that the policy has been renewed or another policy set up.
57. Premises shall not be used for any unlawful purpose and there shall be deemed to be implied on the part of the Hirer an undertaking with the Governors strictly to observe all statutory provisions and regulations imposed by the Local Licensing Authorities applicable to any letting, and to indemnify the Governors and the Local Authority, their agents and employees from all penalties, damages and costs which they may incur in consequence of a breach or default in complying with such provisions.
58. The Hirer shall indemnify the school against all claims demands actions or proceedings arising out of the infringement of copyright, etc during the period of hire.
59. The Hirer shall ensure that appropriate licensing requirements are met in respect of a letting involving public performance as defined under regulation (see below).

F. RIGHT OF ENTRY

60. The Principal, Local Governing Board and persons authorised by them, shall have free access to the hired premises in the pursuance of their duties and instructions shall be given by the Hirer for their admission.

G. FAILURE TO OBSERVE CONDITIONS

61. If the Hirer shall fail to observe or ensure the observance by others of the provisions of these Terms and Conditions and any Notes attached to them, the Governors may without notice end the Hirer's rights under the Agreement and effect the immediate vacation of the buildings and/or grounds.
62. Such a termination shall not release the Hirer from any of the obligations under the Agreement or affect any right which the Governors may have under the Agreement or otherwise and the Governors shall be entitled to retain any money paid as a deposit and to sue for any balance outstanding.

H. RESPONSIBILITY FOR PROPERTY

63. The school shall not be responsible for goods, materials, clothing, etc., brought into or left in the building by the Hirer or persons acting on the Hirer's behalf or otherwise taking part in the activity.



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I. STATUTORY REQUIREMENTS

64. Public performance of several activities described under the Licensing Act 2003 as 'regulated entertainment' can only take place when an appropriate licence is in place. Regulated entertainment includes performing a play, showing a film, performing dance or live or recorded music. Public performances are defined as those to which the general public has free access, normally on payment of an entrance fee. May Park Primary School do not have a Premises Licence to allow such activities. Hirers wishing to hold such events must therefore obtain a Temporary Event Notice and observe the conditions therein. Among other things there will be conditions limiting the hours during which such performances can take place and on the maximum number of persons who can be present in the licensed accommodation. The Temporary Event Notice obtained by a Hirer must be shown to the School Administration Department before the day of the event.
65. Intoxicating liquor cannot be sold on the premises unless the Hirer or person providing the bar facilities has obtained a Temporary Event Notice. The bar must be placed where young persons under the age of 18 cannot normally gain access. Should such access occur, all liability for any consequences of whatever sort shall be with the Hirer.

Principal: **Emma Tovey**

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Appendix 3

For those using the School Hall outside school hours.

- You must carry a mobile telephone with you at all times so that the emergency services can be called in the case of an emergency.
- A list of all those attending the school hall should be made by the person responsible for the event.
- Before starting, please take a moment to locate the fire escape exit within the hall and also where the fire extinguishers and other fire kit are situated.
- Fire extinguishers should only be used by those trained to do so.
- The position of the exits should be confirmed to all in the hall.
- In an emergency and if basic fire precautions have failed, please leave the building by one of the two key fire exits in the hall. One at the front through the doors into the reception hall or the other at the back of the hall.
- Make a reasonable sweep of the area to ensure everyone has evacuated.
- Please make sure all doors within the hall area are closed if at all possible.
- You should all meet in the playground at the marked assembly point.
- The person responsible for the event should contact the Fire Brigade as quickly as possible once outside the building.
- A call should also be made to the school contact person at the numbers you have been given.
- Please remind everyone that the whole of the school premises is a non- smoking area.
- Visitors are responsible for their materials, clothing etc. brought or left on the premises.
- Visitors are reminded that any costs arising from misuse and/or damage of the premises or contents are their responsibility and subject to compensation to the school.
- Dogs (except guide dogs and similar animals) are not allowed within the school boundaries.
- After letting the responsible person will check the premises to ensure there all electrical appliances are turned off and that the building is secure.

If you have any questions relating to this document, please speak to a member of the administration team.

Kind regards,

Ms Emma Tovey
Principal



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APPLICATION FORM FOR LETTING OF THE SCHOOL HALL AND FACILITIES

CHARGES

We required a £50.00 deposit in order for you to secure the area you are looking to let. This will be returned to you after your letting has taken place unless there is damage to school property.

If you wish to consume alcohol on the premises, a £150 cash deposit will be required and returned. However, failure to remove all traces of alcohol (cans/bottles) will result in the school withholding the deposit.

POLITE NOTICE: PLEASE NOTE YOUR LETTING IS NOT SECURE UNTIL A DEPOSIT IS RECEIVED

£15.00 per hour, per area.

£17.50 per hour for caretaker's time outside of normal, working hours

£16.00 per hour for cleaning*

****NB. There is a minimum charge of 2 hours.***

THE ORGANISATION/CLUB	
Name of Organisation/Club: (If Applicable)	
THE HIRER	
Name:	
Address:	
Email Address:	
Telephone Numbers: Home: Mobile: Other:	
<u>PURPOSE OF USE</u>	



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LET OR LETS REQUIRED	
Single Let	
Date:	
Start Time:	
End Time:	
<i>NB. These are opening up and locking up times.</i>	
Location/s:	
Repeat Lets	
Start Date:	
End Date:	
Day/s Required:	
Start Time:	
End Time:	
<i>NB. These are opening up and locking up times.</i>	
Any Dates not Required:	
Please note that failure to identify dates not required will result in invoicing.	
Location/s:	
Any other requirements (please specify)	

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INSURANCE FOR THIRD PARTY LIABILITY	
Private Individual	
If you are hiring the school for a one-off event and you are a private individual requiring the school for a private function has agreement been given for you to use the Schools Liability Insurance?	
YES	NO
Organisation or a Commercial Operation	
If you are an organisation or a commercial operation wishing to hire the school, have you shown details of your Public Liability Insurance to the school?	
YES	NO
Details of that insurance: -	
Name of Insurance Company:	
Policy No:	
Policy Holder:	
Limit of Liability:	
Renewal Date:	
Does the letting period extend past this renewal date?	
YES	NO
Is the Responsible Person (as per the Letting Agreement) also the Hirer?	
YES	NO
Do you have DBS Checks?	
YES	NO
DBS Certificate Number:	
Issue Date:	
Do you have a safeguarding Policy?	
YES	NO

Do you have your own risk assessment/ risky sports assessment?	
YES	NO
Please can a copy be given to the administration team along with this form.	

FIRE & SAFETY	
Have you as the Hirer been made aware of all the following:	
General layout of the building	
Telephones	
Escape Routes	
Fire Alarms	
Emergency Assembly Areas	
The need to carry out a Risk Assessment	
The need to apply for a Temporary Event Notice for certain public events:	
YES	NO
If 'NO', explain why not:	

Declaration	
I have read and understood all parts of the May Park Primary School-Letting of School Premises Policy. The information I have provided in the application for letting of school facilities is true and accurate.	
Signed by the HIRER :	
NAME (print)	
SIGNATURE:	
DATE:	
Signed by the Principal on behalf of the Governors :	
NAME (print)	
SIGNATURE:	



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