

# GREENSIDE FILM FACTORY

## Lettings Policy



## September 2021

The Local Governing Body of Greenside School adopted this policy on  
1<sup>st</sup> Sept '18  
(Updated each year since by LG)

Please note changes are liable in the light of Covid-19.  
January '21- January '22 the Finance Leader is on Maternity leave - Kelly Norris will assume her duties regarding lettings at Greenside.

## Greenside Film Factory

Thank you for your enquiry about hiring our facilities at Greenside.  
Enclosed you will find some information and what is available to hire including the current charges.

If you decide to go ahead with your booking, please complete the attached application form at the back of this Policy and send it to the Federation Finance & Business Leader, Riddhi Parekh or alternatively feel free to arrange via the Office: [admin@greensideschool.org](mailto:admin@greensideschool.org) to book an appointment to come and visit.

In 2021-202 please contact Kelly Norris in our Office: [kellyn@greensideschool.org](mailto:kellyn@greensideschool.org).

**Greenside is committed to safeguarding and promoting welfare of students and young people and expects all staff to share this commitment.**

### **Facilities available to hirers:**

**The School Hall** - The school hall has a floor area of 15 square metres long x 11 metres with seating available for 120 people.  
In addition it has a stage 2 metres wide.

**Kitchen Facilities** are not available to use. There are washing facilities, a serving hatch and a cooker. Please provide your own kitchen utensils.

**Parking** – there is no on site parking.

**School Playground** - the playground may be used if it is required.

### **Charges 2021 - 2021 & Availability**

<b>Monday – Friday</b>	<b>6.00pm - 10.00pm</b>	<b>£35 per hour</b>
<b>Saturday</b>	<b>9.00am - 5.00pm</b>	<b>£35 per hour</b>
<b>Sunday</b>	<b>9.00am - 5.00pm</b>	<b>£40 per hour</b>

Yours sincerely



Karen Bastick-Styles  
Executive Head

## **Greenside Lettings Policy**

- It is the policy of Greenside Trust that some Premises and Facilities shall be available for use by outside bodies at the discretion of the Head of School and Executive Head subject to them not being required for any organized activity within Greenside and consistent with our Greenside ethos. For the purpose of this Policy the premises and facilities will be referred to as the Facilities. It is a basic principle that the Facilities are provided for use in the normal educational and enrichment experiences of the students hence any use by external bodies, groups or individuals, will always be of a lower priority than any internal use.
- For the purpose of this policy, the use of the Facilities by organized bodies formed with the sole purpose of supporting Greenside will be deemed to be use by Greenside itself. Use by any other bodies associated with the Greenside Community e.g. Clubs, Associations etc. will be deemed to be used by external bodies.
- The use of the facilities by the Greenside Community will normally not be subject to any charge. Use of the Facilities by external bodies will always be subject to the charges detailed in the Appendix attached. The Finance Business Leader (FBL), Trust, Head of School and Executive Head will review the charges detailed annually. The exception to no charges for use by the Greenside Community will be at the discretion of the Executive Head and Business Finance Governor, for example, this would be where the Site Management needs involve significant overtime payments.
- The booking of all use of the Facilities, both by Greenside and external bodies beyond those scheduled by normal Timetable and Calendar will be the responsibility of the FBL. Once a signed application is received, written confirmation of a subsequent cancellation will be required. It is the responsibility of all individuals organizing events not scheduled but which involve the use of the Facilities, to submit a Letting Application in good time. If notification is not received sufficiently far in advance, it is liable to result in the Facilities requested not being available for use.
- Upon receipt of a Letting Application the FBL will inform the person making the request that the booking is confirmed or otherwise and the estimated charges involved. Where requests are made by external bodies not known to Greenside, a deposit of 25% of the estimated final invoice will be required before booking can be confirmed.
- The FBL will inform the Caretaker and HoS of the specific needs of the booking. The Caretaker will safeguard the Facilities of the School by all reasonable means during any hiring and will immediately report any damage incurred. It is the responsibility of the External Body to make adequate, and as appropriate, DBS and other safeguarding checks on volunteers/ staff employed by them on site.
- Following the Hiring, an invoice will be raised for the charges incurred plus any additional damage charges. "Damage" will include the causing of unreasonable cleaning requirements following the hiring. The Caretaker will survey and note the condition of the premises/facilities with the hirer at the end of the event. Invoices should be settled within 30 days and legal action may be taken to pursue the debt.
- The FBL and/or the Head of School and Executive Head have the right to terminate any hiring if, in their opinion it is not being properly or safely conducted.
- Longer term lettings will be considered by the Local Governing Body and any special conditions may be added to the lettings agreement.

### **Loss and Liability for Damage**

Greenside does not accept any responsibility or liability whatsoever for any loss of or damage to the property of the occupier, agents or employees or of any other persons using the accommodation save as provided for in 3 (iii) below.

### **Occupier's Liability for Damage**

The occupier is prohibited from doing or permitting anything which is likely to disfigure walls or buildings and is responsible for the preservation of order during the occupation.

### **Indemnity**

To the extent permitted by the UNFAIR CONTRACT TERMS ACT 1977, the occupier shall save the school and council harmless\* and keep it indemnified from and against all actions, claims, demands, costs, losses and expenses which may be brought or made against it or sustained or incurred by it howsoever arising directly or indirectly out of or in connection with the permission to use the accommodation in respect of any of the following matters:-

1. the death of or personal injury to any person
2. loss of or damage to any property of the authority
3. loss of or damage to any property belonging to the occupier
4. loss of or damage to any property belonging to any person other than the occupier or the council
5. any other loss of injury which may be incurred or suffered by the occupier or by the council or by any other person and shall not make any claim against the council /school in respect of any of the above matters

The foregoing undertaking shall extend to and include all and every one of the council's employees or agents whether now or hereafter in the council's employ. For this purpose the occupier shall be deemed to acknowledge that in respect of this condition the council is acting on its own behalf and as agent for its employees and agents as aforesaid provided that in respect of any claims or proceedings against such employees or agents this condition shall apply only to acts done or omitted to be done by them whilst acting within the scope of their employment by the council.

1. The term "save harmless" is used to relieve the council from liability in respect of any claim the person giving the indemnity may himself have against the council as a result of or in connection with the granting of the facilities.

iv) The council shall indemnify and keep indemnified the occupier for the time being against injury to, or the death of any person, or loss of, or damage to any property including property belonging to the occupier to the extent that it may out of the act of default or negligence of the council, its employees and agents against all actions, claims, demands, proceeding, damages, costs, charges and expenses whatsoever in respect hereof or in relation there to.

The occupier is required to be insured against liabilities to third parties for both personal injury and damage to property, including damage to the occupied premises. Such insurance should be affected with a reputable insurance company and have a limit of indemnity of at least £1,000,000 pounds for any one accident. The occupier must furnish evidence that such insurance is in force and produce the insurance policy prior to using the council premises.

Please complete this form clearly in block capitals:

Name \_\_\_\_\_

Address \_\_\_\_\_

Post code \_\_\_\_\_

Telephone No \_\_\_\_\_

Email id \_\_\_\_\_

Organization  
(If any) \_\_\_\_\_

Nature of function \_\_\_\_\_

Date(s) required \_\_\_\_\_

Hours required  
(Please allow set up and clear up time) \_\_\_\_\_

Date of Application \_\_\_\_\_

**I certify that I am not less than 18 years of age and accept responsibility for the observance of the Letting Conditions and that I agree to pay on demand the lettings charge hereby incurred.**

**I understand that Greenside School is committed to safeguarding and promoting the welfare of children and young people and expects all staff to share this commitment. As the Hirer I agree to adhere to all aspects of safeguarding within this policy.**

Hirer's liability insurance (tick if required) \_\_\_\_\_

I hereby indemnify the Local Governing Body of Greenside School and The Elliot Foundation against all claims in respect of injury, loss or damage (including school property) arising from this letting. In requiring this undertaking the Local Authority does not seek to absolve itself from liability as owners/occupiers of the premises.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name (block capital please) \_\_\_\_\_

Cancellations – we require 48 hours notice for cancellation or the full fee will be charged.

We reserve the right to charge an administration fee for cancellations.

**Greenside School  
Letting Application**

**For further details please contact the School Business Leader**

A confirmation will be sent to you and you will be invited to discuss the booking in details to arrange preparation time and any other requirements.

**For Official Use Only**

**Day/time:**

**Facilities required:**

**Price:**

**Signed:**

### Letting Conditions

- a. The school hall is available for general hire and is suitable for social events, rehearsals and meetings. Two toilets are available along the corridor leading to the hall.
- b. Hirers must leave the premises in the same condition as they are found. This refers to furniture, fittings and general cleanliness.
- c. All external doors and windows must be secured, lights turned off at the end of a hiring. The Site Manager is responsible for setting the alarm. The Site Manager is responsible for unlocking and locking up.
- d. The hirer must sign a letting agreement form after agreeing to the conditions of hiring including a statement of costs.
- e. The hirer may cancel a booking upon giving 48 hours notice in writing. If 48 hours notice is given then the deposit will be forfeited.
- f. Greenside reserves the right by notice to the hirer to terminate the hiring at any time for reasons outside the control of the school and to return to the hirer any monies paid by way of deposit but Greenside shall not be under any liability to the hirer for loss or damage they may sustain arising out of such termination.
- g. The kitchen facilities can be hired by arrangement, however please use your own kitchen utensils. The kitchen must be left clean and tidy.
- h. Any damages to the premises, facilities and equipment, will be paid for by the hirer.
- i. No access to other classroom areas will be permitted.
- j. There is no drinking on the premises and the hirer must apply for a temporary license to the City Council and the Local Magistrates respectively, and the hirer shall ensure that any conditions attached to such license or permission are complied with.
- k. Furniture must not be taken from the classrooms without prior agreement.
- l. Greenside is a "No Smoking" area. No Smoking is allowed on the premises, including the external areas.

- m. The hirer must visit the premises prior to the letting in order to familiarize themselves with the premises. The hirer is required to contact a risk assessment prior to the letting taking place and provide the school with a copy.
- n. Refuse sacks will be provided and rubbish should not be placed elsewhere.
- o. Setting and clearing up time will form part of the charges.
- p. The school accepts no responsibility for any loss or damage to property left on the school premises after the hiring.
- q. The hirer must not block any exits nor place obstructions on the corridors and ensure access is clear for emergency services.
- r. Additional lighting or extensions from existing lights must not be used without prior consent from the Caretaker.
- s. Any electrical appliances used by or on behalf of the hirer must have been checked for electrical safety and appropriate certificates shown to the Caretaker to confirm that it complies with the Electrical at Work regulations.
- t. No fixing should be attached to the walls or floor, but the fixing of additional material to the walls or floor can be carried out by arrangement with the school.
- u. The hirer is not permitted to sublet the premises. The premises can be used only for the purpose outlined in the application.
- v. The hirer adheres to all safeguarding responsibilities.