

# Lettings Policy



Approved by:

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#### **LETTINGS POLICY: Guidance for Schools**

#### 1.1 INTRODUCTION

The Governing Body at their meeting on 6th February 2019 adopted the lettings policy set out below.

The school recognises that its premises are a valuable resource within the community and welcomes the opportunity to enable others to benefit.

#### 1.2 DEFINITION OF A SCHOOL LETTING

A letting is defined as 'any use of the school building and grounds by parties other than the school'. Use of the premises for activities such as staff meetings, Governing Body meetings, parents' evenings/meetings, or where pupils are supervised by school staff, are considered school-related and do not require a letting agreement.

#### 1.3 MANAGEMENT OF LETTINGS

The Governing Body has delegated the responsibility for lettings to the Headteacher. Where appropriate the Headteacher may delegate all or part of this responsibility to other members of staff on a day to day basis. (ie School Business Leader / Admin Finance Officer).

A record of lettings will be kept by the Admin Finance Officer and will include information on users, finances, incidents, accidents, enquires and any lettings refused.

#### 1.4 SAFEGUARDING

The school's child protection policy must be consulted and followed when dealing with external organisations that work with children or young people. The school is required to ensure that the `responsible person' on site provides a proof of ID and personal address. In the case of youth groups (under the age of 18), documentation must also include satisfactory proof of a current DBS clearance and the completion of the school's safeguarding children declaration form. Hirers' personal safeguarding information is recorded centrally and retained securely, as necessary. The school reserves the right to take up appropriate references concerning hirers prior to approving a hiring agreement.

#### **Radicalisation:**

Highlands Primary School recognises that protecting pupils from radicalisation and identifying and reporting the potential for or realisation of radicalisation is part of our holistic approach to safeguarding pupils against any threat to their health, safety and wellbeing. Our safeguarding policy (incl PREVENT) sets out our beliefs, strategies and procedures to protect pupils from being radicalised or exposed to extremism. In line with this, we ensure all our lettings are appropriately vetted and any activity onsite is sufficiently quality assured as is deemed reasonable.

#### 1.5 CONSIDERING APPLICATIONS FOR LETTINGS

The Head Teacher or other designated members of staff will decide on the approval of the application with consideration to:

- Interference with school activities, priority at all times should be given to school functions.
- The availability of facilities.
- The availability of staff to open and close the premises.
- The school's child protection policies (please refer to 1.4) and health and safety policies (please refer to 1.8).
- Health and safety considerations in relation to the number of users, type of activity, qualifications of instructors etc.
- Adequacy of management procedures (i.e. caretaking supervision) in place during the hire.
- The appropriateness of the letting and whether it is deemed compatible with the ethos of the school.

#### 1.6 CHARGES

The applicant is required to pay the applicable charges in full, 14 days prior to the date of the hire. The letting will not be considered booked until payment is received.

The Governing Body or those with delegated powers (ie HT / SBL) are responsible for setting charges for each area available for hire.

As a minimum, the school should achieve full cost recovery. Apportioning costs may be difficult and therefore estimates of associated variable elements can be used. The list below is not exhaustive.

Premises Management	Cost of staffing (including on costs) for additional security, caretaking, opening and locking premises. This charge will vary depending on staffing hours needed.
Administration	Administrative costs incurred by the school in managing lettings.  Example: one off admin charge of £10.
Equipment Hire	Use of school equipment to cover wear and tear. The charge can vary depending on the type of equipment or number of units required.  Example: £20 to cover wear and tear of gym equipment, chairs or tables etc.
Cleaning	If additional cleaning is required, the school can ask the cleaning contractor for a quote. This charge will vary depending on the extra cleaning hours needed.  Example: Additional ½ hour @ standard hourly rate.
	Additional cleaning costs may be applicable for the hire of kitchen facilities:  The school meal contractor / School Business Leader will need to advise whether extra cleaning will be undertaken by the contractor after the hire and prior to commencing with normal school meal activities. This may be a requirement even if the kitchen is cleaned thoroughly by the Hirer. The contractor should advise whether an extra charge is applicable and this should be added to the overall hire fee of the kitchen.
Heating/ Lighting	This can be calculated from known annual energy costs, and an estimate of the percentage of the school used for letting. The charge can be set higher in winter months to reflect the additional heating.
Insurance	Where appropriate, hirers will be charged for public liability insurance providing £10m indemnity limit as part of the booking fee unless proof of adequate equivalent insurance can be provided to the school. (Please refer to 1.7 for more information).
Profit	This depends on whether the school intends to raise funds for the school.
VAT	Letting sports facilities e.g. tennis courts, are subject to VAT. Also where an extra and separate charge is made for the hire of equipment e.g. piano's, furniture, staging, lighting, VAT is due on that charge at the standard rate. The hire of halls or rooms are <b>not</b> subject to VAT unless equipment is provided such as nets, bats and balls in which case it is vatable. The school must record the VAT element of any income.
Deposit	In the cases of one-off hall/room bookings the school requests a deposit as well as a lettings fee as a surety against damage to the premises or equipment or the premises being left in an unacceptable condition incurring additional costs for cleaning, caretaking or other expenses. <b>DEPOSIT OF £200.</b>

#### 1.7 INSURANCE

This Third Party Hirers Liability Policy covers the hirer against any claim made for injury and or damage to third parties as well as damage to the hired building as a direct result from the hire. This policy is designed to cover hirers for low risk one-off type hires such as a parent hiring a hall for a birthday party or a regular meeting/gathering for discussion purposes.

The Third Party Hirers' Liability Policy is not designed to cater for any private activity groups or sports clubs, which are run on a commercial basis. Such groups should be asked to produce evidence of their own public liability insurance cover for a minimum of £10m for more hazardous activities (i.e. karate or gymnastics). They should also produce evidence of their employers' liability cover should this be applicable.

#### 1.8 HEALTH AND SAFETY

Under the Health and Safety at Work etc Act 1974 the employer is responsible for the health and safety for employees and others who are on the premises.

#### 1.8.1 The school will follow the health and safety guidance below for all lettings:

- Regarding regular hirers, prior to the commencement of the initial letting, the member of the site staff on duty will provide the hirer with the school's `Health and Safety Checklist' to read and sign. A copy is then retained by the Site Manager and the Admin Finance Officer.
- The school and the hirer must ensure that the premises are suitable for the intended use.
- The school and the hirer must agree the extent of the use of premises and equipment.
- The school will ensure that the hirer is competent to use any equipment provided by the school and that all equipment is in a safe condition.
- Electrical equipment provided by the hirer must have been previously inspected prior to being brought onto the school site, and deemed to be fit and safe for purpose. This is the responsibility of the hirer.
- The school will ensure that the means of access and egress are safe for the hirer. The hirer must ensure that this is maintained during the letting.
- The school will advise the hirer of any known hazards prior to their letting commencing and will request that the hirer notify the school of any hazards during the letting.
- The hirer must ensure that the kitchen is restricted to authorised persons only (i.e. no children).
- The school will provide the hirer with details of emergency procedures e.g. action to be taken on discovering a fire, fire evacuation etc.
- A telephone must be made available for emergency calls. The caretaker supervising the letting may make a landline available to the hirer for use in an emergency or ensure that the hirer has access to a mobile.
- The school may agree for the hirer to use the school's first aid equipment. However, there is a requirement for hirers to bring their own first aid equipment to the letting and the hirer must make suitable arrangements for the administration of first aid in respect of those attending the letting.
- A 'LBR Accident and Incident Form' must be completed by the hirer in the event of an accident or incident occurring on the premises.
- The school's site manager/caretaker will check that the premises have been left in a safe condition ('left as found') and will ensure that the hirer adheres to the principle of leaving the condition of the premises as found.

#### 1.8.2 In addition to the above, the school will follow the health and safety guidance below for all repeat lettings:

- The hirer must have regard to the national standards of qualification, experience and competence of instructors/supervisors/coaches for sporting and other activities e.g. FA football coaching, dance, karate, etc, qualifications.
- The school may require the hirer to provide a risk assessment specific to the letting.
- The member of site staff on duty will ensure that the hirer is familiar with the school's fire evacuation procedures.
- The school will give consideration to the appropriateness of a hirer undertaking a periodic fire drill.
- The hirer is responsible for ensuring that a Personal Emergency Evacuation Plan (PEEP) is drawn up for anybody attending their session that has a physical or mental impairment which would affect their ability to evacuate in an emergency.
- The hirer must keep a register during their letting for use in an emergency evacuation.

For more information please contact HealthandSafety@redbridge.gov.uk or call 0208 708 3152.

#### 1.9 HIRE OF KITCHEN FACILITIES

The school kitchen shall not be used except with the special approval of the Governing Body.

The kitchen equipment is not for hire.

No food is to be cooked on the premises unless by arrangement in advance using the services of the school caterers. The kitchen area may only be used for the laying out of prepared brought in food.

All areas of the kitchen should be cleaned and left tidy after use, however the school meal contractor may request that their staff conduct another clean prior to commencing with normal food handling activities, at an additional cost.

# 1.10 LICENSING ACT 2003 - ALCOHOL, MUSIC, PERFORMANCE OF DANCE, PLAYS AND LATE NIGHT REFRESHMENT

A licence for any of the above activities is not necessary where a function is not open to the public. Thus weddings, private parties, or similar events are not licensable. Any event where tickets are sold (i.e. a public event) or where

any alcohol is sold (or is provided inclusive of a ticket price), requires a licence. This will normally be a Temporary Event Notice (TEN) which the hirer or the school must submit to the Council's Licensing service. In such circumstances, the licence holder must remain on site for the complete duration of the letting period. Licensing information can be accessed through the Council's website.

#### **1.11 GAMBLING ACT 2005**

A hire application which involves gambling activities must be referred to the Council's Licensing Service for advice on how to proceed. No application should be accepted without express permission from the Licensing Service.

#### **1.12 POLICY REVIEW**

The Governing Body will review this policy and its appendices every 3 years.

#### 1.13 FURTHER GUIDANCE

Further guidance on the following aspects can be found in the terms and conditions (APPENDIX B):

Attendance, Use and Access	Hirer's Equipment / Car Parking	Employers Liability Insurance
Health and Safety	School Equipment	Indemnity
Supervision of Children	Public Entertainment	Advertising
Working with Children	Liquor Licence	Smoking/ Use Of Explosive
Working With Crimaron	Liquoi Liconico	Substances
Charges / Cancellations	Gambling	Food and Drink
Condition and Damage	Public Liability Insurance	



### BOOKING FORM FOR SCHOOL LETTINGS

(Please use BLOCK CAPITALS)

Name of Hirer: (person, body,								
association, limit								
Address of Hirer:								
Contact Number(s):								
Email Address:								
	Please provide de	tails of	contact pers	on for the hi	re if diffe	erent to th	he above	
Name/ Address Number(s)/ Ema								
Purpose of Hire:								
Attendees:	Total Number of Attendees:			Number o Adults			Number of Children: (Under 18)	
SINGLE BOOKING	Date of Booking:			Start Time	•		End Time:	
DI GOV	Frequency/ Days:				·			
BLOCK BOOKINGS	Start Date:	:				Start Time:		
	End Date:						End Time:	
Bookings	times must allow suffi	cient tir	ne for prepai	ration and cl	earing a	way befo	re and after th	e event.
Facility Required	d (please tick):	□ D	ining Hall			□ Ass	sembly Hall	
☐ Swimming Po	ool N/A	☐ Kitchen			☐ Sports Hall			
school to include/extract as relevant		school to include/extract as relevant						
Equipment Required:		ie tables/chairs etc						
Other Arrangem	ents:							
The school does not provide any warranty that the premises, facilities and equipment provided are suitable for the intended purpose of the hire. The hirer is required to satisfy themselves that their requirements are met and the facilities are fit for purpose.								
Will a charge be	made for admission?		□ YES	□ NC	)			
If hire is for purp	If hire is for purpose for fundraising, who will the proceeds be donated to?			□ NC				
			l					

Will the function be advertised? If so, in what manner?	☐ YES ☐ NO					
Will refreshments be served?	□ YES □ NO					
Will alcohol be consumed?	□ YES □ NO					
If yes, will the alcohol be served or sold?	□ SERVED □ SOLD					
-	re are children below the age of 18 involved in the l	etting), a current				
·	esport, driving licence). If this information is not forth	<u> </u>				
reserve the right to refuse access to the site.						
	le deposit of £200.00 which we reserve the right to	retain in the event				
of any damage or a lengthy overrun of time.						
If permitted by the school, the relevant licence is	must be obtained for all events that will involve the sale	e of alcohol, gambling				
	icensing Authority on <u>Licensing.authority@redbridge</u>	e.gov.uk or call 0208				
554 5000.or visit www.redbridge.gov.uk (Busin						
Thave read and accept the terms and condit	ions and confirm that I am over the age of 18.					
Signed (Hirer): Date:						
Full Name (Hirer):						
You will be sent confirmation of whether this	application has been accepted or rejected by post	or email.				
PLEASE RETURN THE FORM TO: Gary Jelks (School Business Leader)						
POST: FAX	EMAIL:					
Highlands Primary School 020 8518 232	2 Head@HighlandsPrimary.Net					
Highlands Gardens						
Ilford, Essex IG1 3LE						
IGT SLE						
(School Use Only)						
This application for letting is ACCEPTED / REJECTED						
Signed (School): Date:						
Name: Position:						
No letting will be regarded as booked until the deposit and booking fee is received in full, all requested paperwork has been submitted and a signed approval letter is issued by the school.						
Borough's Third Party Hirers Liability will apply?						
If no, adequate evidence of own insurance cover has been supplied and retained by school? ☐ Yes ☐ No						
		_ V N.				
Will the letting involve working with children/	young people.	☐ Yes ☐ No				

#### **TERMS AND CONDITIONS**

All terms and conditions set out below must be adhered to and the Hirer shall comply with any reasonable instructions given by the school. The 'Hirer' shall be the person making the application for a letting and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

#### **USE AND ACCESS**

The premises shall only be used for the purpose and times agreed by the school.

The hirer shall only have access to those rooms or parts of the building(s) applied for in the application and subsequently agreed by the School Business Leader.

No facility must be sub-let, or reassigned to any other organisation or individual.

The school retains the right to access the premises at all times during the letting period.

The Hirer shall be responsible for the preservation of good order for the duration of the letting until the premises are vacated and to ensure that no nuisance arises to the occupiers of adjoining premises.

#### **HEALTH AND SAFETY**

The Hirer shall ensure that:

- the number of persons present during the letting does not exceed the number agreed by the school;
- all doors and corridors giving egress from the hired premises are kept unfastened and unobstructed;
- all proper safety precautions are taken for the protection of the users of the premises and equipment including adequate supervision;
- they are familiar with the fire and emergency evacuation arrangements, e.g. the actions to be taken in the event
  of a fire; the position of emergency call points, fire extinguishers, exit routes and that they have conveyed this
  information to all members of their group;
- the location of the nearest emergency telephone is known;
- there are suitable first-aid arrangements in place;
- the hired premises are left in a safe and secure condition and in a clean and tidy state;
- in the event of an accident or incident the school are informed at the earliest opportunity.

#### SUPERVISION OF CHILDREN

At an event where the majority of attendants are children and the number of children in exceeds 100, the Hirer must ensure that a sufficient number of adults are stationed to prevent more children or other persons being admitted, to control the movement of the children and other persons and to take all other reasonable precautions for the safety of the children. This is a requirement of the Children's and Young Person's Act 1933.

#### **WORKING WITH CHILDREN**

For any letting which involves working with children and/or young people, the Hirer must submit to the school a signed copy of the school's safeguarding children declaration form and, if requested, a signed copy of the Hirer's Child Protection Policy. Upon request the Hirer must also provide evidence of criminal record checks (DBS) for the 'responsible person' on site during the letting and all staff and others working closely with children or for adults using the school premises at a time when school pupils or other young people may be on site. Upon request the Hirer must provide details of qualifications, relevant registrations and references as well as other safeguarding information. The 'responsible person' then has responsibility, in safeguarding terms, for other colleagues supporting the supervision of the letting.

#### **CHARGES**

The deposit and hire fee shall be due and payable 14 days before the booking

If the premises are not vacated by the end of the hiring period a penalty charge of £100 will be levied for each hour after the end of the hiring period.

#### **CANCELLATIONS**

Bookings cancelled by the Hirer with **5** or more working days notice - entitled to a full refund of the paid fee Bookings cancelled by the Hirer with between **2 to 4** working days notice – entitled to **50%** refund of the paid fee. Bookings cancelled by the Hirer with less than **1** working days notice – no refund of the paid fee.

#### The deposit of £200 is non refundable for any bookings cancelled by the hirer.

The school has the right to refuse any application or withdraw permission for any letting at any time but will endeavour to give as much notice as possible; no payment, other than a refund of the paid hire fee and deposit, will be made. However, the school retains the right to cancel a letting at short notice if circumstances dictate e.g. late unavailability of premises due to school activities taking place, maintenance work needing to be undertaken on the site, etc.

Should the Hirer be in breach of the terms and conditions at any time, the school can terminate the agreement immediately and any paid hire fee and deposit, will not be refunded.

#### **CONDITION AND DAMAGE**

The Hirer will keep the premises in a clean and tidy condition and all equipment is to be returned to the correct place of storage. No food, rubbish or other belongings of the Hirer should be left on the premises. Waste refusal sacks should be used and disposed of following the instructions of the school. The use of furniture is subject to agreement by the school and may attract an additional charge. No furniture or fittings shall be removed or interfered with. No fittings or decorating which require drilling or nails into fixtures, which are part of the school fabric, are permitted. The Hirer must report any damage occurring to the premises as soon as practical but no later than 72 hours following the hire. Any damage that occurs during the hire will be the responsibility of the Hirer and if the deposit does not cover in full the cost of making good any such damage, the Hirer shall pay the extra cost.

#### HIRER'S EQUIPMENT / CAR PARKING

The school does not accept liability for any loss or damage for any equipment bought or left on the premises, or theft or damage to vehicles parked in any car park provided.

#### **SCHOOL EQUIPMENT**

No school equipment will be used without direct permission from the school. The Hirer is liable for any damage, loss or theft of school equipment that is used and ensuring its safe return. The use of the school public address system and any other electronic equipment such as televisions or speakers is not allowed unless directly authorised by the school.

#### **PUBLIC ENTERTAINMENT**

Where the premises does not have a Public Entertainment Licence the Hirer will be responsible for obtaining such a licence or Temporary Event Notice (TEN) if required.

#### **ALCOHOL / LIQUOR LICENCE**

Alcohol is not allowed to be sold or served on the premises unless permission is given by the school. If permission is granted to sell alcohol, a licence or Temporary Event Notice (TEN) must be obtained by the Hirer.

#### **GAMBLING**

No gambling is allowed without written permission from the school and relevant licence from the licensing authority.

#### **COPYRIGHT LEGISLATION**

The Hirer has full responsibility for ensuring that any conditions imposed by copyright legislation are adhered to and that the proper licence(s) are in place and to complete the returns required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies.

#### **PUBLIC LIABILITY INSURANCE**

Where requested by the school, the Hirer must hold public liability insurance for a minimum of £10m for more hazardous activities, a copy of which must be supplied to the school.

#### **EMPLOYERS LIABILITY INSURANCE**

Where requested by the school, the Hirer must hold employers liability insurance for a minimum of £10m indemnity in accordance with compulsory legal requirements.

#### <u>INDEMNITY</u>

The Hirer agrees to indemnify the London Borough of Redbridge and the school against all damages and/or losses reasonably incurred by the Council arising from the breach by the Hirer of any of the terms of this agreement.

#### **ADVERTISING**

The school must approve of all advertising and posters concerning the use of the premises. On request by the Hirer, the school will give consideration to the advertising of lettings on its website.

#### SMOKING/ USE OF EXPLOSIVE SUBSTANCES

The whole school premises is a non-smoking area, and smoking is not permitted within school buildings or on school grounds at any time.

The use of explosive substances, fireworks, confetti, gas or any hazardous materials is expressly forbidden without the direct permission of the school.

#### PORTABLE ELECTRICAL ITEMS:

Electrical items (such as microphones, music equipment, sounding, lighting, etc) brought in for use during a letting by a hirer MUST be in a safe condition. For example, be recently Pat tested. The school accepts no responsibility for the safety of electrical items used by the hirer.

#### **INFLATABLE OBJECTS:**

The school does not permit use on the premises of `inflatables' such as `bouncy castles' and other such objects.

#### KITCHEN / FOOD AND DRINK

No food or drink may be stored, prepared, served or consumed on the premises without the direct permission of the school.

Applications for the use of kitchen facilities should be made using the standard application form. If such an application is approved, the Hirer will agree to any specific conditions or instructions in relation to the use of the kitchen facilities made by the school.

#### THE SCHOOL IS NOT LIABLE FOR DAMAGE OR LOSS TO THE LESSEE.

#### APPENDIX C: Approval Letter

[insert applicants name] [insert applicants address]

Dear [insert applicants name]

Re: HIRE OF SCHOOL PREMISES [insert booking reference]

The Governing Body of Highlands Primary School has approved your application subject to the terms and conditions, for the hire of the school's premises on [insert date], between [start time] to [end time].

The facilities which you have permission to use are:

- [List of accommodation including access to toilets, kitchen, first aid, reception as appropriate]
- [list of all equipment]

Other facilities and equipment are not to be used without prior permission.

#### **PAYMENT**

Attached is an invoice which covers the booking fee and refundable deposit. The invoice must be paid in full **14** days prior to the booking date. Please note this hire will not be regarded as booked until payment is received.

Payment can be made by:

#### Cheque

Made payable to Highlands Primary School

No Cash

Following the hire and once the school has made certain that the hirer is not liable for any additional charges, the deposit held by the school will be refunded by cheque.

#### **SCHOOL CONTACT**

On the date of the hire, the School Caretaker will be your main point of contact. The Caretaker can be contacted on the following [supply mobile and land line number].

Yours faithfully

Headteacher on behalf of the Governing Body

#### LETTINGS CHECKLIST FOR SCHOOL STAFF

#### **Process Checklist:**

Send enquiry pack with schedule of charges, terms and conditions and booking form etc.

Completed booking form received by school

Assess suitability of activity

Check availability of premises/ equipment/caretaker or security staff

If the completed application is from an organisation which will be working with children/young people, the school has followed the relevant safeguarding procedures.

Calculate cost of hire

Book letting into the diary with hirers name and contact number

Where the booking has been accepted, a letter provisionally confirming the hire will be sent to the applicant along with an invoice to cover the booking fee and deposit (APPENDIX C).

Deposit / payment received (check school finance system)

Check booking in diary, arrangements with caretaking staff and others where appropriate

#### **Health and Safety Checklist:**

The School has informed the Hirer of the following:

Limits on accommodation and equipment (e.g. out of bounds area)

Emergency evacuation procedures and fire arrangements including location of fire extinguishers, call points and emergency exits

Location of first aid box (if hirer not providing their own)

Location of toilets

Any smoking restrictions

Who to inform of any accidents/ incidents/damage or hazards

In the case of "repeat" bookings the person on duty will inform the Hirer of any changes

#### After the Booking:

Caretaking staff checked the premises for any damage

Return deposit if everything reported to be in order

# **Highlands Primary School**

# SCALE OF CHARGES FOR LETTINGS Hourly Rate

(Minimum of 2 hours)

PERIOD	MONDAY TO FRIDAY	WEEKEND Saturday 10am – 10.30pm	WEEKEND Sunday 10am – 10pm	DAYTIME holidays 8am – 4pm	
AREA					
Hall	£45.00	£60.00	280.00	£60.00	
Community Room	£45.00	£60.00	280.00	£60.00	
Classroom	£45.00	\$60.00	00.083	£60.00	
Rear Playground	£30.00	£45.00	£60.00	£45.00	

The Governing Body have agreed the above rates for lettings and these are reviewed annually.

The Head Teacher together with the Governing Body has discretion to discount these rates where deemed appropriate. (e.g. regular lettings).

A refundable deposit of £200.00 is required with all bookings – as a surety against damage to the premises or equipment being left in an acceptable condition incurring additional costs for cleaning, caretaking or other expenses.