

Lea Valley Primary School

Lettings Policy



Member of Staff Responsible	Headteacher
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LETTINGS POLICY

1. INTRODUCTION

The Governing Body will make every reasonable effort to ensure the school building and grounds are available for community use. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils. Any lettings of the premises to outside organisations will be considered with this in mind.

2. DEFINITION OF A LETTING

A letting may be defined as 'any use of the school premises by either a community group or a commercial organisation', regardless of whether a letting fee is charged. It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

3. CHARGES FOR A LETTING

The Governing Body is responsible for setting the charges for the letting of the school premises, as set out in the approved scale of lettings charges (Appendix B)

4. APPLYING TO USE THE SCHOOL

It is the Policy of the Governors that the school premises and facilities shall be available for use by outside bodies at the discretion of the Headteacher. Day-to-day responsibility of this process and its coordination is delegated to the School Business Manager.

a) Use of premises and facilities by outside bodies will be subject to the charges detailed in this document.

b) The booking of all use of premises and facilities should be made through the booking form. Failure to submit a Booking Request Form sufficiently far in advance is liable to result in the premises or facilities requested being unavailable.

c) Upon completion of a Booking Request Form, the School Business Manager will consult with the Head teacher, Premises Manager, Kitchen Manager and other appropriate staff and then inform the person making the request that the Booking is confirmed or otherwise. Payment in full of the Invoice must be made at least two weeks before the event. A £250 deposit will be required for bookings for the Main Hall to cover potential damage and cleaning costs (should you not request additional cleaning services); this is refundable if all is found to be in good order after the event.

d) The purpose for which the Booking will be used must be given on the Booking Request Form. The School Business Manager is authorised to permit lettings only for activities which are consistent with the Values and Ethos of the school.

e) The Premises Manager will direct the Letting with regard to the access to the school for bookings, including health & safety and building evacuation requirements. The Premises Manager will safeguard the premises and facilities of the school by all reasonable means during any booking and will report any damage or problems caused.

f) The School Business Manager will advise the Kitchen Manager with regard to the specific requests to the school for the Booking. Depending upon the events proposed two or more Premises Staff or Cleaners, or Kitchen Staff may be required. Security staff may also be necessary.

g) On confirmation of the Booking, the School Business Manager will raise an Invoice for the charges set out in this document. Any additional damage charges will be invoiced and recovered from the deposit held. The term “damage” shall be deemed to include the causing of unreasonable cleaning requirements following any booking if you have not requested additional cleaning services.

h) All Hirers are required to pay a fee for public liability insurance. This fee will be invoiced in advance.

5. LETTING AGREEMENT

Once a letting has been approved, an email will be sent to the Hirer, confirming the details of the letting, along with a copy of the terms and conditions (Appendix B) and a copy of the Lettings Online Booking Form (Appendix C). The named individual applying to hire the premises will be invoiced for the cost of the letting. All letting fees will be paid to the school to offset the costs of services, staffing etc.

6. TERMINATION OF LETTING AGREEMENT

The School has the immediate power to terminate any letting agreement relating to the hire of the school premises, in accordance with the terms and conditions of the model agreement attached.

7. SAFEGUARDING

The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate safeguarding policies and procedures in place and that they, themselves and those persons likely to have contact with children, have been subject to Enhanced Disclosure and Barring Service checks. The School reserve the right to require the Hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any

reason the School are not satisfied then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid.

Appendix A

TERMS AND CONDITIONS OF LETTING OF THE SCHOOL PREMISES

These terms and conditions must be complied with. The 'Hirer' shall be the named individual on the letting agreement and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

1. STATUS OF THE HIRER

Lettings will not be made to persons under the age of 18, or to any individual or group suspected to have any links with an unlawful or extremist background, or that could potentially damage the reputation of the school or propose an event that could be an annoyance to our neighbours. Lettings will not be made to persons, or to any individual or group that have previously being involved in a letting where issues have arisen such as: not clearing the premises by the agreed times; leaving a mess or causing damage; disruption of the neighbours; or, unacceptable conduct by of any participants. The letting agreement is personal to the Hirer only and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the Hirer.

2. DISCLOSURE AND BARRING SERVICE CHECKS

It may be necessary for the Hirer to undergo a disclosure and barring services check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with children and young people, it is the responsibility of the Hirer, as advised by the Headteacher/Personnel Manager, to ensure that they have complied with the DBS Code of Practice. When there is a requirement for DBS checks to be undertaken, the Hirer must keep appropriate records in line with the DBS Code of Practise and report to the school any safeguarding concerns which may arise. The Hirer will be required to provide evidence that DBS checks have been carried out on request.

3. INDEMNITY AND INSURANCE

Lettings are made on the agreement that the Governing Body are indemnified by the Hirer against any loss, damage, costs and expenses during the use of the school premises by the Hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the Governing Body. The Hirer shall insure, with a reputable insurance office approved by the Governing Body, against such funds as the Hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or

damage caused to property or the premises by any act or neglect of himself, his servants, agents, or any person resorting to the premises by reason of the use of the premises by the Hirer. Unless specifically agreed by the School, the insurance cover shall provide a limit indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the let of the premises. The Hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the School within seven days of a request. Neither the school nor the Local Authority shall be responsible for any injury to persons or damage to property arising out of the letting of the premises.

4. STATUTORY REQUIREMENTS

The Hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the school premises or which would, or might, vitiate in whole or in part any insurance affected in respect of the premises from time to time.

5. LICENSES AND PERMISSIONS

The Hirer shall be responsible for obtaining any public licenses necessary in connection with the booking and should confirm with the school the licenses they hold. Permission or license must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform. Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premise's License authorising entertainment, or by applying for a Temporary Event Notice. Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution. The Hirer shall indemnify the governors against all sums of money which the governors may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

6. PUBLIC SAFETY

All conditions attached to the granting of the license, stage play or other licenses and the school's health and safety policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

a) Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times

b) Fire – fighting apparatus shall be kept in its proper place and only used for its intended purpose

c) The fire brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Headteacher.

d) The Hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available

e) Performances involving danger to the public shall not be permitted

f) Highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc.) shall be undertaken or erected without the consent of the Governing Body

g) No unauthorised heating appliances shall be used on the premises

h) All electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The Governing Body disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment

i) Adequate supervision must be provided to maintain order and good conduct, and, where applicable, the Hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g by national governing bodies of sports, scouts etc.

7. THE HIRER'S RESPONSIBILITIES

The Hirer must inform the school of any fault, damage or other problems with the premises or equipment encountered during the letting. a) No part of the premises is to be used otherwise than for the purpose of the premises requested. b) No part of the premises requested is to be used for any unlawful purpose or in any unlawful way.

8. OWN RISK

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

9. FIRST AID FACILITIES

It is the responsibility of the Hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the school to provide first aid facilities and use of the school's resources is not available.

10. FURNITURE AND FITTINGS

Furniture and fittings shall not be removed or interfered with in any way. Nor shall they be rearranged except by prior agreement and will be subject to reinstatement at the end of each session of use. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, is permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any repair required. The Main Hall floors are used by students and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

11. FOOD AND DRINK

No food and drink may be prepared or consumed on the property without the direct permission of the School in line with current food hygiene regulations.

12. KITCHEN/FOOD PREPARATION, FACILITIES AND EQUIPMENT

Third parties shall only be permitted to share use of kitchens and/or equipment where a member of the school's staff is available to supervise such use and subject to reimbursement of the resultant staff costs.

13. INTOXICATING LIQUOR

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the School, whose written consent must also be obtained prior to seeking any Temporary Event notice for the sale of alcoholic liquor from the local Licensing Authority. All evidence of intoxicating liquor must be removed from the premises at the end of the letting.

14. SMOKING

The whole of the school premises, which includes the grounds, is a non-smoking area, and smoking is not permitted.

15. BETTING, GAMING AND LOTTERIES

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

16. NUISANCE/DISTURBANCE

Hirers and organisers of events in the school premises are responsible for ensuring that the noise level of their function does not interfere with the

other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

17. DISPOSAL OF WASTE

The Hirer must comply with the school's arrangements for disposal of any rubbish or waste materials.

18. ANIMALS

Except in the case of trained guide dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises.

19. RULES

The Hirer shall comply with any rules and regulations which the Governing Body shall make from time to time.

20. CHARGES AND CANCELLATIONS

a) The Hirer acknowledges that the charges are as set out in the letting agreement, including any review arrangements specified. The letting may be cancelled, provided that in each circumstance at least 28 days' notice either way is given. It is the Hirer's responsibility to notify people appropriately of any changes in dates or venues at least a week in advance.

b) The Governing Body will not accept any responsibility for any loss, or other expenses however incurred by the Hirer, in the event of a cancellation by the Governing Body of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, oil shortage, failure of electricity/gas supply). The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the Hirer.

c) Where payment for the hiring of the school facilities is not reached by the prescribed deadlines, and/or without prior agreement by the Finance Manager the Governing Body reserves the right to terminate the letting with notice of one week. The Governing Body will not accept any responsibility for any loss, or other expenses, however incurred by the Hirer, in the event of the cancellation of the letting as a result of the circumstances described above. The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the Hirer.

d) It is the Hirer's responsibility to notify its club members appropriately of the withdrawal of the school facilities in the event of the letting being cancelled for the reason outlined above.

e) The charges for the premises and facilities do not include the use of kitchen areas. Entry to kitchens is normally prohibited under Hygiene and Health &

Safety regulations, although use of the kitchen is permitted if a kitchen supervisor is booked as an additional service.

f) The charges for the premises and facilities scheduled in this document are inclusive of an Assistant Site Manager to provide access to the space booked. They do not include security which can be arranged by requesting this as an additional service.

g) The charges do not include the use of any facilities other than those specified, e.g. the use of the Music Room does not imply the use of any instrument found within it, and the use of the Main Hall does not imply the use of any sporting equipment or musical instrument located therein. Any unauthorised use will result in the imposition of an excess charge.

h) Cancellation Policy: 3 days' notice is required for weekly events. A fee of £100 will be applied to cancellations made less than 7 days before the event date.

i) Charges are subject to VAT, at the prevailing rate.

k) A cash deposit of £250 is required on confirmation of booking the school main hall; this will be retained by the school until after the event and will be returned to you if everything is in order. Any costs incurred for damages or extra cleaning resulting from your let will be deducted from this deposit.

l) All Hirers are required to pay a fee for public liability insurance. This fee will be invoiced in advance.

m) I/We understand that unless specially requested and specifically included in the booking, no use of additional premises or facilities may take place, notwithstanding that certain premises normally contain educational and other equipment. I/We accept that any such additional use will result in the imposition of excess charges, as will the causing of unreasonable cleaning requirements following this booking. I/We further accept that unforeseen educational priorities could cause the cancellation of any booking by the School, and understand that in the unlikely event of such a case arising although every effort would be made to provide a satisfactory alternative, it cannot be guaranteed.

n) I/We warrant to the School that any electrical equipment brought onto the School's premises has been duly tested for serviceability and safety in accordance with current legislation.

o) Main Hall Booking Guidelines - No working at height - No tampering with fixtures and fittings (lights, curtains, etc) - No stapling to any surface - No use of tape or other fixers to painted or varnished surfaces

20. SUB-LETTING

The Hirer shall not sub-let the premises, underlet or share possession with any other parties.

21. STORAGE ANCILLARY TO THE LETTING

The permission of the Governing Body/Headteacher must be obtained before goods or equipment are left or stored on the premises, except that the Headteacher is authorised to grant permission for the overnight storage of goods and equipment brought to the school for a particular event.

22. LOSS OF PROPERTY

The Governing Body cannot accept responsibility for damage to, or the loss or theft of, Hirer's property and effects. It is the responsibility of the Hirer to make his/her own insurance arrangements if required.

23. CAR PARKING

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the school. In particular the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. Where parking accommodation is available, this must be used, and users of the school should avoid undue noise on arrival and departure.

24. TOILET FACILITIES

Access to the designated school's toilet facilities is included as part of the letting arrangements.

25. RIGHT OF ACCESS

The Governing Body reserves the right of access to the premises during the letting for emergency or monitoring purposes (The Headteacher or members of the Governing Body from the Finance Committee may monitor activities from time to time).

26. VACATION OF PREMISES

The Hirer shall ensure that the premises are vacated promptly at the end of the letting session. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

Appendix B

SCHEDULE OF LETTING CHARGES

The following charges will apply:

Deposit:	£250.00 for main hall (fully refundable)
Classrooms:	£35.00 +VAT per hour
Main Hall:	£100.00 +VAT per hour
	£50.00 +VAT per hour (for staff currently employed at Lea Valley)
Charities and community groups:	£80.00 +VAT Main Hall

Additional services:

Use of kitchen:	Kitchen supervisor: £25+VAT per hour
Cleaning:	Main Hall £100+VAT General cleaning £25+VAT per hour
Cancellation:	Fee if cancelled with less than 7 days' notice £100.00

APPENIDX C - Lea Valley Primary Lettings Booking Request Form

YOUR DETAILS	
Your name	
Your email address	
Your organisation	
Your address	
Your postcode	
Your contact number	

EVENT DETAILS	PLEASE FILL OUT AS MUCH AS POSSIBLE
Description of your event	
Which space of your event?	<input type="checkbox"/> Main Hall <input type="checkbox"/> Class Room
Date Required	
From (include time to set up)	
To (include time to clean up)	
If you want this event to be run on a regular basis, how often?	
Any other comments / notes about your event?	

Additional Services	Which additional services would you like to be quoted for?
Event Management	<input type="checkbox"/> Cleaning <input type="checkbox"/> Use of Kitchen (Kitchen Supervisor)

Terms of Booking	Signing this form confirm that you have read and agree to our letting policy and terms of booking.	
(Signed)	(Print name)	(Date)