

# Lettings Policy



2017/18



## **Aims of Handsworth Primary School**

### **“Branching out, growing tall, hand in hand, one and all”**

At Handsworth Primary School we aim to provide a safe, caring and stimulating environment, which offers opportunities:-

- For everyone within the school to reach their full potential and develop self-worth, self-confidence, the ability to take responsibility for their own individual actions and resilience.
- For everyone within the school to have a sense of wonder, an enthusiasm for learning and help children to develop as independent thinkers and learners with enquiring minds.
- To encourage and develop a respect and understanding for others.
- To develop all partnerships, small and large, from the individual parent to the wider community and beyond to support children's learning.
- To give children access to a broad and balanced creative curriculum to attain the highest possible standards in relation to prior attainment through assessment and learning.

### **Equal opportunities**

At Handsworth Primary school we believe that every child is entitled to equal access to the curriculum, regardless of race, gender, class or disability.

### **Inclusion**

We are committed to promoting learning and teaching environment for all that embeds the values of inclusive educational practices.

Through a child centred approach, we aim to ensure that education is accessible and relevant to all our learners, to respect each other and to celebrate diversity and difference.

## **Introduction**

A letting is an arrangement to allow an external body or organisation temporary use of the school's premises or facilities. It should not extend for more than one year although it can be renewed annually. The arrangement will not give exclusive or extended use of the buildings.

There are four categories of lettings use:

- Statutory use – usage laid down by statute will not be frequent but must be accommodated at a rate to recover costs e.g. polling station use for local or parliamentary elections. The charging of a rent is prohibited by law
- Designated use – These should have priority of access unless use clashes with statutory use. This group of users will not be a higher charge than that which allows the governors to recover the costs of providing the facilities. The group includes the following sub-groups:
  - School's own activities : governor, staff or PTA meetings, curriculum activities such as plays and concerts, fund-raising activities for school funds
  - Community education activities: adult education or youth services programmes, community education meetings or training courses
- Community use – charges will be set and priority accorded e.g. charitable groups, associations, church groups, other not-for-profit organisations which carry some benefit to or enrich the local community
- Private use – wedding receptions, conferences, parties, commercial activities, etc.

## **General Principles**

1. Educational (to meet the needs of the school and the national curriculum) and other statutory requirements (including Polling Station usage) take precedence over any other use regardless of whether this is Designated, Community or Private hire.
2. The ownership of the land and buildings rests with the LA/Diocese and the Governors' delegated powers are limited to letting the school. No leases or licenses can be granted by the school Governing Body.
3. The school Governing body will adopt a charging regime which shall, at the least recover all costs incurred in making premises available. The school's delegated budget cannot be used to subsidise any lettings by community or commercial organisations.

## **Aims**

- To promote greater use of the school premises by the local community
- Ensure that there are clear guidelines for the use of the school premises by non-school groups
- To provide realistic charging figures

## **Administrative arrangements**

- Applications shall be made in writing on the school lettings application form and addressed to the Headteacher or the school's nominated Lettings agent.
- The hirer shall be the person who signs the application form, who will also be responsible for payment of the hiring and will be present (or nominate a

representative to be present) throughout the duration of the hiring, ensuring that the conditions of hire are complied with. The hirer must be 18 years old or older and may be required to provide documentary evidence of this. Any change in the hirer responsible person must be notified in writing to the school or its nominated agent.

- Once approved confirmation will be sent to the hirer along with the Terms & Conditions of hire
- Applications cannot be accepted within two weeks in advance of hire during term time. Application processing may take considerably longer during school holidays.
- Lettings will be accepted on the basis of the Lettings Policy approved by the Governing Body however the school reserves the right to refuse any request for a letting.
- Hirer should take care when completing the application form to identify the full extent of the facilities required. In particular, specific rooms, any equipment to be made available, parking spaces, whether catering facilities are to be available and which toilets are required.
- Lettings can be agreed on an ad hoc basis (i.e. one offs) or for regular use over a longer period however no agreement shall extend for more than a year without the Governing Body's express approval.
- Invoicing and payment arrangements. Ad hoc/one off hire shall be paid in advance. Longer term arrangements shall be subject to an initial payment in advance with the balance being paid monthly, in advance, upon receipt of invoices. Failure to comply with payment requirements will result in access being denied to the premises.
- **All hirers will be required to make suitable arrangements for First Aid and familiarise themselves with the Fire Evacuation procedures. The hirer must confirm the nominated contacts for first aid.**
- The Governing Body/Head may cancel any letting at any time. In such cases two weeks notice will be given, if possible, and either a proportion of any fee paid will be refunded or an alternative date/venue offered, except where cancellation is due to misconduct or a failure to comply with the stipulations of the lettings agreement where the letting may be terminated with immediate effect.
- The hirer shall give 7 days notice of cancellation or pay the full cost of the booking.
- No person may use the school premises for a letting without an application form being completed.
- Any person who knowingly acts in contravention of these requirements will be charged at the appropriate rate and refused permission to use the school premises in future.
- The Governing Body, or their representative, reserves the right to enter/inspect the premises at any time during a letting on producing evidence of their identity. The stewards (if applicable) are to be instructed accordingly by the hirer.

### **General Conditions of Use**

1. Use by the school and for statutory use will always take precedence over any other use of the premises

2. It shall be the responsibility of the Hirer (as defined as the Responsible person on the application) to ensure that the conditions of the letting are adhered to by all persons making use of the premises under the terms of the letting.
3. Access is restricted to the premises, usage and times specified on the application. The hirer shall not use or permit the use of the premises for any purposes or activity other than that specified in the application, nor by any other person, and strictly in accordance with these conditions
4. There shall be no variation to these conditions without the prior agreement in writing by the Governing Body or its nominated representative.
5. Sub-letting, or sharing of the premises by the hirer is prohibited

### **Charges & Variations to charges**

1. Charges will be made at rates that will be determined and approved from time to time by the Governing Body. In cases where the incorrect charge has been quoted, the school reserves the right to charge the correct rate, although the hirer may consider the letting cancelled.
2. Charges for occasional use are to be paid in advance on the date specified by the Governing Body or their nominated agent. Regular users, over periods exceeding 3 months, shall pay an initial hire charge and thereafter within 7 days of the start of each month during which the series of lettings is occurring.
3. Hiring charges for weekends are higher due to additional expenditure incurred by the school.
4. A security/damage deposit is required to be paid for a private letting and may be required for some community lettings, at the discretion of the school, at the time the letting is confirmed by the school or its nominated agent. The deposit will be returned following the end of the letting, subject to the premises being returned in a state of good order.

### **Care of Premises**

1. The hirer shall ensure that there is at least one responsible adult present and able to supervise at all times during the letting. Additional responsible adults (stewards) may be required dependent on the nature of the letting.
2. The hirer is required to leave the premises (including passageways, stairs and exits) and the school areas used in a clean and orderly state, free from rubbish or obstruction and shall clear away and remove any rubbish from the school and leave the school in the condition in which it was found.
3. The hirer shall ensure that no persons using the premises are permitted to wear shoes with stiletto heels or other footwear which may, in the opinion of the Governing Body, be damaging to the floors or external sports areas
4. No bolts, nails, tacks, pins or other similar objects shall be driven into any part of the premises nor any adhesive fasteners used
5. No smoking is permitted within the school premises or grounds
6. No explosive or inflammable materials including Butane or Calor Gas canisters, or articles which are dangerous or offensive, are to be brought onto the school premises.
7. Lavatories must be left in a reasonable condition, unblocked and flushed
8. All passageways, stairs and exits must be kept free from obstruction
9. The hirer will be responsible for reimbursing the school for any additional costs incurred in cleaning the premises or clearing the grounds after a letting.

10. No desks, fixed furniture or equipment that may be in the accommodation hired shall be used or interfered with without the prior approval of the Governing Body. Standing on seats, furniture, windowsills, etc is not permitted.
11. No alterations, additions or variation to the school lighting or other electrical installation, heating, fittings or fixtures shall be made to premises.
12. Fittings, fixtures or decorations of any kind shall not be permitted, other than purely temporary arrangements, which require no permanent fixings nor which would damage or disfigure any part of the premises. No gas filled balloons, confetti or streamers are permitted either inside the premises or in the school grounds.
13. If stage lighting and spotlights are available and required it must be clearly stated on the application form. Any operation of the spotlights and dimmers must be carried out by a competent person approved by the school.
14. Chalk, resin or cleaning and polishing materials may not be used on floors
15. No notice, poster, placard or similar shall be permitted without the express approval of the Governing Body or their nominated agent.

### **Damage to the premises**

1. The hirer shall take all precautions to prevent any damage to the premises.
2. The hirer shall repay to the Governing Body any additional costs, whether for staff or premises, resulting from the misuse and/or damage to the premises and/or grounds. Such costs will be determined by the Governing Body or their nominated agent and shall be paid within seven days of a written demand.
3. Any damage shall be reported immediately to the caretaker or the nominated Lettings agent.

### **Equipment and accommodation**

1. No electrical equipment shall be brought on to the school premises without the express consent of the Headteacher or Governing Body or their nominated agent.
2. The electrical and mechanical installations at the premises are not to be supplemented or altered, nor any specialist equipment (such as public address systems) to be installed by the hirer except with the express approval of the Governing Body or their nominated agent.
3. Any furniture provided by the hirer must be removed immediately after the end of the letting (unless otherwise agreed)
4. Storage is not available at the premises for hirers and all equipment, apparatus and furniture belonging to the hirer must be removed at the end of each letting.

### **Condition of Premises**

1. The Governing Body gives no guarantee as to the fitness, suitability or condition of the Premises or grounds. Every effort is however made to ensure that they are in a reasonable state. It is the responsibility of the hirer to check that the Premises are suitable for his needs.

## Insurance

1. It is the responsibility of the hirer, prior to the letting to effect whatever insurance are appropriate to cover his liabilities. Insurance effected by the Governing Body or LA does not extend to a hirer's liabilities. At the least the hirers shall take out third party and public liability insurance with a reputable Insurance Company in a sum not less than the Public Liability Sum (specified in the Letting) and must produce details of such insurance for inspection by the Governing Body. **A copy of the Public Liability Insurance must be copied to the school office.**

## Statutory requirements

1. The hirer shall comply with the statutory or regulatory requirements associated with its activities at the Premises, in particular concerning consumption of intoxicating liquor, music singing and dancing lettings, theatre lettings and copyright. No smoking is permitted within the school premises or grounds. The hirer shall be fully responsible for obtaining any lettings or any other permissions required, always providing that no letting application shall be made without the prior approval of the Governing Body. Where alcohol is served on the premises at school events. Friends Of Handsworth must first seek approval from the Headteacher and then apply and obtain a drinks licence from the Local Authority. A copy of this must be given to the Headteacher before the event.

## Health and Safety

1. The hirer is responsible for the health and safety of all persons using the Premises under the Letting and must make himself fully aware of the fire precautions and procedures in existence.
2. The Hirer will be responsible for ensuring that all activities take place in a safe manner.
3. The hirer shall comply with Section 12 of the Children and Young Person's Act 1933, 1989 and 2008. In summary this requires that where any play or entertainment is provided at which the majority of the persons attending are children, then if the number exceeds 100, it shall be the duty of the hirer to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building or any part of it than can be safely accommodated there and to control the movement of the children and other persons admitted while entering and leaving the building and to take all other reasonable precautions for the safety of the children.
4. The number of persons using the Premises shall not exceed the number notified to the Governing Body (in the Application or otherwise).
5. The school does not provide first aid medical facilities for hirers, nor does it guarantee access to the telephone system for calling assistance during lettings however access to an emergency landline may be available on request to the caretaker. **Hirers should make their own arrangements ie trained personnel and provision of First Aid kit.**

## **Cancellation/non-availability**

1. Failure by the hirer to comply with any or all of the foregoing conditions where applicable whether intentionally or not may be deemed by the school to be just cause for the immediate cancellation of any letting or series of lettings.
2. The Governing Body reserves the right to cancel a letting at any time when the facility is required by the school, or for other statutory users. It shall give as much notice as possible (where feasible a minimum of two weeks notice) and shall refund the charge in respect of the cancellation or offer alternative accommodation or dates. No other compensation shall be paid.
3. The Governing Body reserves the right to refuse or cancel any hiring where it believes that the activity or use, or the identity of the hirer, is inappropriate or inconsistent with the use of school premises.
4. The Governing Body reserves the right to refuse or cancel any letting in the event of any outbreak or prevalence of infectious disease or any other cause outside their control.
5. Where the Premises or any facilities hired (or part thereof) are not available to the hirer, the Governing Body will consider refunding the charge, or a proportion thereof however the Governing Body will not be liable to pay compensation for any loss sustained by the hirer as a result of the cancellation.

## **Restrictions on use/activities**

1. The Governing Body or its nominated agent reserves the right to refuse any application which it believes may cause, or have the potential to cause offence to the community or part of the community.
2. The Governing Body or its nominated representative may refuse admission to any person without giving a reason for doing so and similarly may require any person to leave the premises.
3. The hirer is specifically forbidden to use, or allow the use of the hired premises or grounds for any illegal or immoral purpose.
4. Sporting activities will not take place inside the Premises area without the prior written approval of the Headteacher. In wet weather conditions, verbal consent may be given dependent upon hall availability.
5. No alcoholic drinks shall be brought on to the Premises save where the specific permission of the Governing Body or their nominated agent (Head teacher) has been received.
6. The hirer shall not use the premises, or permit them to be used, for gaming or wagering other than lawful gaming carried out as an entertainment promoted for raising money to be applied for purposes other than private gain and complying with the provisions of the Gambling Act 2005.
7. The hirer shall not permit any animal to enter or remain in the premises unless agreed beforehand. (Agreement will not be unreasonably withheld for guide dogs for persons with visual or hearing impairments).
8. The hirer shall take all reasonable steps to ensure that no noise or other nuisance is created which would affect others using other parts of the Premises or the owners and occupiers of neighbouring or adjoining properties.
9. The hirer shall vacate the premises by 10.30pm Monday to Thursday, 11pm Friday and Saturday. On Sunday the premises should be vacated by 6pm except for a series letting (i.e. regular weekly use) when finishing time should



be no later than 5pm. Sunday use of the premises will be restricted to one let per day.

10. The premises will be made available throughout the year with the exception of:
  - a. Public holidays and school closures for religious festivals
  - b. The last two weeks of the Summer holidays when a thorough clean of school premises is undertaken. This is subject to the Governing Body's discretion.
  - c. Any programme of building works or refurbishment which may impact on the use of the premises
11. Headteacher's, domestic and staff rooms are not available for hire.

### **Vehicles and Parking**

1. No motor vehicles shall be permitted entry on to the School site without the prior written consent of the Governing Body and any vehicle entering with consent shall not be parked in a manner causing obstruction to the movement, entry or egress of other vehicles.
2. Cars are parked on the school premises at the owner's risk.

### **Lost Property**

1. The School does not accept any responsibility for damage or loss (including theft) of any articles of property brought, deposited or left by the hirer, his guests, agents or any member of the public at the school during the period of the hire. The hirer must make his own insurance arrangements to cover such items.

### **Indemnity**

1. The hirer will hold harmless and indemnify the School and the Governing Body in respect of any loss, liability claim, damage, penalties or proceedings whatsoever arising under Statute or Common Law including death or personal injury to any persons whomsoever or damage to property or breach of copyright arising out of or in the course of by reason of the hiring.

### **Security (additional charge)**

1. If, due to the nature of the activity/use, the Governing Body or its nominated agent considers it necessary to make special arrangements for the security of the Premises, the cost associated with this shall be met by the hirer.
2. In the event of triggering of the school alarm system the hirer shall immediately contact the school caretaker. A charge may apply where the hirer is responsible for accidental alarm activation.
3. The school caretaker is required to be on duty at all times during the letting of the premises and the cost forms part of the hiring charge.

## **Promotional literature and publicity**

1. Any promotional material or publicity making reference to the School shall be approved in advance by the Governing Body or its nominated agent. The school telephone number must not be shown on hirer advertising materials or provided to guests/attendees.

## **Access and Key collection**

1. The School employs its own key holder (caretaker) who will unlock and lock the premises for the times specified within the letting application form.
2. Where required, the hirer shall liaise with the school caretaker regarding practical arrangements associated with the hiring.
3. At no stage will the hirer be expected to hold keys for the premises or take responsibility for locking or unlocking the premises

## **TERMS AND CONDITIONS RELATING TO SPECIFIC FACILITIES/ACTIVITIES**

### **Film or Theatrical Performances**

1. The School performance licence does not apply to the performance of dramatic or musical works if performed in their entirety. For the performance of such works the hirer must obtain the permission of the owner of the copyright. It is the responsibility of the Hirer to obtain a licence if it is intended to play recorded material.
2. The School premises are not licensed for public entertainment. If appropriate, an Temporary Events Notice (TEN) must be applied for from the Licensing Authority. TENs apply when :
  - a. The event lasts less than 96 hours
  - b. There are less than 500 people present
  - c. There is more than 24 hours between events
3. No copyright work shall be performed without the permission of the owner of the copyright and the payment of any appropriate fees and the hirer shall indemnify the Governing Body against any penalty or sanction for any infringement of copyright which may have occurred during the letting period.
4. No film or video shall be shown in the hired area without the prior consent of the Governing Body who may require the hirer to give a preview of the film to such persons as directed.

### **Catering facilities**

1. A school kitchen is only available for hire in conjunction with the hire of school premises, for community use activities and for private functions.
2. The Hirer will be allowed to hire the kitchen throughout the year, with the exception of :
  - a) Public Holidays
  - b) Normal School Holidays – this use is subject to Council discretion and whether re-decoration and essential repairs are being undertaken.
3. Separate charges will be made for use of school catering facilities. Where the accommodation hired includes school catering facilities, the following special conditions must be observed:

- (a) use must be agreed in advance and approved by the school and their catering service provider;
  - (b) catering assistants from the catering service must be present at all times when the school's catering facilities are being used and the cost borne
  - (c) school tea cloths must not be used;
  - (d) the kitchen and all equipment must be left as clean as it is found and all rubbish removed
  - (e) school crockery and cutlery must not be used except by special permission of the School Catering service provider or Governing Body;
  - (f) tables must be washed after use
  - (g) all breakages/faults etc must be reported and paid for;
  - (h) any other condition imposed by the School Catering service provider or Governing Body.
4. The Hirer shall vacate the kitchen by 10.30pm at the latest and shall leave the kitchen in good order, as it was at the time of entry. The Hirer must ensure that all their articles of property are removed. In the event of any article or property belonging to the Hirer or any contractor or any other person, being left in the kitchen after the time booked the Council shall be entitled to remove the same and the cost of their doing so shall be paid by the Hirer.
  5. The role of the Catering assistant(s) is :
    - a) To show the Hirer the facilities available including all relevant features of the kitchen.
    - b) To show where the first aid equipment is kept and any relevant procedures to be followed.
    - c) To ensure that the Hirer uses the facilities specified properly and are left in good order.
    - d) To advise on the use of facilities to meet health and safety requirements.
    - e) The kitchen employee(s) will not be expected to provide a catering service on behalf of the Hirer, unless this has been pre-booked.
  6. The Hirer must not use, under any circumstance :
    - a) Fridge, freezer or larder store
    - b) Pots, pans and cooking utensils
    - c) Specialist equipment such as slicers, blenders, mixers, microwaves etc.
  7. The school or nominated agent reserves the right to decide on the number of kitchen employees required to supervise and also cancel and hiring, or where possible, offer alternative accommodation at another venue.
  8. If, during the hiring, the Hirer commits a breach of any of these regulations, the right is reserved by the school or its nominated representative to terminate the hiring forthwith, as well as any further applications for the hiring of a school kitchen.
  9. Hirers are advised to bring their own cleaning materials i.e. dish cloths, washing up liquid etc. If the school's catering service provider's materials are used, an appropriate charge will be made and deducted from the deposit.

### **Monitoring and Review**

This policy is monitored by the Headteacher and the Governing Body, and will be reviewed at four-yearly intervals. However the school reserves the right to amend the policy at any stage to comply with statutory or other requirements.

### **Lettings Assessment and Review**

Questionnaires will be sent out to both hirers and schools requesting feedback about the lettings use of the premises and such feedback will be used to inform future lettings use of the school.

**Date to be Reviewed: July 2019**