

Lettings Policy



2018/19

CONTENTS

1.1	Introduction	page 2
1.2	Definition of a School Letting	page 2
1.3	Management of Lettings	page 2
1.4	Safeguarding	page 2
1.5	Considering Applications for Lettings	page 2
1.6	Charges	page 2 -3
1.7	Insurance	page 3
1.8	Health and Safety	page 3-4
1.9	Hire of Kitchen Facilities	page 4
1.10	Licensing Act 2003 - Alcohol, Music, Dancing, Plays /Late Night Refreshment	page 4
1.11	Gambling Act 2005	page 4
1.12	Policy Review	page 4
1.13	Further Guidance	page 4
 APPENDIX A: Booking Form for School Lettings.....		page 5- 6
<i>The form captures the essential information needed by the school to make a decision on whether to accept or reject a booking. The school must seek clarification directly from the applicant on any aspect which remains unclear.</i>		
 APPENDIX B: Terms and Conditions.....		page 7-9
<i>The terms and conditions must be sent to the applicant together with the booking form. When returning the booking form the applicant must sign their acceptance of these terms and conditions.</i>		
 APPENDIX C: Approval Letter.....		page 10
<i>Appendix C contains an approval letter which sets out the next steps to be taken and provides the applicant with the essential information they will need.</i>		
 APPENDIX D: Lettings Checklist for School Staff.....		page 11
<i>The check list is used to ensure that all necessary steps before, after and during the hire have been taken.</i>		

1.1 INTRODUCTION

The school recognises that its premises are a valuable resource within the community and welcomes the opportunity to enable others to benefit. Educational, meeting the needs of the school and national curriculum, and other statutory requirements, including Polling Station use, take precedence over any other use.

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, Friends of Handsworth Community Events, Governing Body meetings or where pupils are supervised by school staff, are considered school related and do not require a letting agreement. A letting should not extend more than one year although it can be reviewed annually.

1.3 MANAGEMENT OF LETTINGS

The Governing Body has delegated the responsibility for lettings to the Head Teacher. Where appropriate the Head Teacher will delegate all or part of this responsibility to the School Business Manager.

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

1.4 SAFEGUARDING

The school's Safeguarding policy and procedures must be consulted and followed when dealing with external organisations that work with children or young people.

1.5 CONSIDERING APPLICATIONS FOR LETTINGS

The Head Teacher will decide on the approval of the application with consideration to:

- Interference of 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 Safeguarding 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 in place during the hire.
- The appropriateness of the letting and whether it is deemed compatible with the ethos of the school.

Applications shall be made in writing on the school lettings application form (Appendix A) and must be signed by the hirer. Confirmation will be sent to the hirer along with the Terms and Conditions.

1.6 CHARGES

The applicant is required to pay the applicable charges in full, prior to the date of the hire. The letting will not be considered booked until payment is received. Where the letting is ongoing, payment should be made half-termly and in advance by the hirer. Payment should be made no later than 14 days before the first session of hire.

The Governing Body or those with delegated powers are responsible for setting charges for each area available for hire. Charges will be reviewed by the Governing Body on an annual basis. As a minimum, the school should achieve full cost recovery. Apportioning costs will be carried out with consideration to the following. The list below is not exhaustive.

A security / damage deposit may be required to be paid for a letting, at the discretion of the Governing Body. The deposit will be returned following the end of the letting, subject to the premises being returned in a state of good order.

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.
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.
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. <i>Additional cleaning costs may be applicable for the hire of kitchen facilities:</i> The school meal contractor 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	Proof of adequate insurance must be provided by the hirer 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 not 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	Schools should request 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.

1.7 INSURANCE

It is the responsibility of the hirer to ensure they have adequate public liability insurance. A copy of the insurance must be copied to the school office prior to the letting.

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:

- 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 a current Portable Appliance Test Certificate.
- 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 available for emergency calls. The school may make a landline available to the hirer for use in an emergency or ensure that the hirer has access to a mobile.
- The hirer must make suitable arrangements for first aid, including providing their own first aid kit.
- An Accident / 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.

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.
- The school may require the hirer to provide a risk assessment specific to the letting.
- A fire drill involving the hirer should be carried out periodically.
- 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 health 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.
- The hirer should make arrangements for the provision of first aid.

1.9 HIRE OF KITCHEN FACILITIES

A hire application which includes the use of the kitchen for food storage, production, assembly or service should be discussed with the Head Teacher and the school meal contractor before being approved. The school should consider developing a separate set of conditions, which will include specific details of the areas and equipment the hirer is permitted and not permitted to use.

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 must submit to the Council's Licensing service. A copy of the licence must be provided to the school in advance.

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 Head Teacher/ Governing Body will review this policy and its appendices annually. The school may review and amend the policy at any stage to comply with statutory or other requirements, or for any other reason.

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 Substances
Charges / Cancellations	Gambling	Food and Drink
Condition and Damage	Public Liability Insurance	

APPENDIX A: Booking Form for School Lettings

BOOKING FORM FOR SCHOOL LETTINGS

(Please use BLOCK CAPITALS)

Name of Hirer: (person, body, association, limited company)	
Address of Hirer	
Contact Number(s):	
Email Address:	

Purpose of Hire:						
Attendees:	Total Number of Attendees:		Number of Adults:		Number of Children:	
SINGLE BOOKING	Date of Booking:		Start Time:		End Time:	
BLOCK BOOKINGS	Frequency/ Days:					
	Start Date:			Start Time:		
	End Date:			End Time:		

Bookings times must allow sufficient time for preparation and clearing away before and after the event.

Facility Required (please tick):	<input type="checkbox"/> Servery & Kitchen	<input type="checkbox"/> Small Hall
<input type="checkbox"/> Large Hall	<input type="checkbox"/> Library	<input type="checkbox"/> Learning Zone 2
Equipment Requested: (additional charges may apply)		
Other Arrangements: (additional charges may apply)		

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 refreshments be served?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Will alcohol be consumed?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
If yes, will the alcohol be served or sold?	<input type="checkbox"/> SERVED	<input type="checkbox"/> SOLD

If permitted by the school, the relevant licence must be obtained for all events that will involve the sale of alcohol, gambling and public entertainment. Please contact the Licensing Authority on 020 8496 3000 or visit: <https://www.walthamforest.gov.uk/service-categories/licences-and-street-trading>. A copy of the licence must be provided before the event.

I have read and accept the terms and conditions 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 email.

PLEASE RETURN THE FORM TO:

Jill Augustin
Handsworth Primary School
Handsworth Avenue
Highams Park
London E4 9PJ
020 8527 5991
school@handsworth.waltham.sch.uk

(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?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If no , adequate evidence of own insurance cover has been supplied and retained by school?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Will the letting involve working with children/young people.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes , the school has followed their safeguarding procedures?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes , has a cleared DBS check been provided?	<input type="checkbox"/> Yes	<input type="checkbox"/> 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.
- 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.
- The school employs its own key holder (Site Service Officer) who will unlock and lock the premises for the times specified in the letting application form. The Hirer shall not hold keys for the premises or take responsibility for locking or unlocking the 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;
- they have a mobile phone in case of an emergency;
- 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 their Child Protection Policy. Upon request the Hirer must also provide evidence of criminal record checks for 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.

CHARGES

The deposit and hire fee shall be due and payable 14 days before the booking. Ongoing bookings must be paid in advance half-termly. If the premises are not vacated by the end of the hiring period **a penalty charge of £30 will be levied for each half an hour (or partial half an hour) after the end of the hiring period.** A hiring agreement may be terminated if the premises are not vacated within the agreed times.

The following charges apply **during term time between Monday and Friday**, for the hours between 3.30pm and 6pm. They also apply to the hour before the start of school (7.45am to 8.45am). Lettings will be charged at the following rates:

Small Hall	£25 per hour £40 for two hours
Learning Zone 2	£10 per hour £15 for two hours
Library	£10 per hour £15 for two hours
Large Sports Hall	£30 per hour £50 for two hours

(variable charges for kitchen facilities may apply)

The following lettings apply during the **school holidays** between 9am and 3pm. Negotiated rates after 3pm may be possible.

Small Hall	£50 for the first hour £10 per hour thereafter Bookings must be a minimum of two hours
Large Sports Hall	£50 for the first hour £10 per hour thereafter Bookings must be a minimum of two hours

(variable charges for kitchen facilities may apply)

CANCELLATIONS

- Bookings cancelled by the Hirer with 7 or more working days' notice will be entitled to a full refund of the paid fee.
- Bookings cancelled by the Hirer with less than 7 working days' notice will receive no refund of the paid fee.
- The deposit 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.
- 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 refuse 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 £5m, or £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 £5m indemnity in accordance with compulsory legal requirements.

INDEMNITY

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

ADVERTISING

The school must approve all advertising and posters concerning the use of the premises.

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.

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.

PROMOTIONAL LITERATURE AND PUBLICITY

Any promotional literature or publicity making reference to the school shall be approved in advance in writing by the Head Teacher.

FILM OR THEATRICAL PERFORMANCES

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 the intention to play recorded material. If required, the Hirer will apply for a Temporary Events Notice (TEN) from the licensing authority.

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 Handsworth 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 [number of days] 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

[provide details here]

Online

[provide details here]

Cash

[provide details here]

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 [insert method e.g. cheque, cash].

SCHOOL CONTACT

On the date of the hire, the [job title and name i.e. school's Site Service Officer] will be your main point of contact. [Name] can be contacted on the following [supply mobile and land line number if appropriate].

Yours faithfully

Head Teacher on behalf of the Governing Body

APPENDIX D: Lettings Checklist for School Staff

LETTINGS CHECKLIST FOR SCHOOL STAFF

Process Checklist:

- Check there has been approval by the Head Teacher.
- 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
- Check that the hirer has appropriate first aid equipment
- Location of toilets
- 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