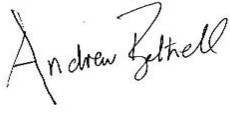




Crowland Primary School

Lettings Policy

Controlled Document

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Introduction

Crowland Primary School is committed to encouraging a supportive and inclusive culture amongst its community by creating a positive environment which is safe, enjoyable and respectful.

This Lettings policy reinforces our commitment to providing equality and fairness to all and to avoid less favourable facilities or treatment on the grounds of age, disability, gender, marriage and civil partnership, pregnancy and maternity, race, ethnic origin, colour, nationality, national origin, religion or belief, or sex and sexual orientation.

We are committed to:

- Opposing all forms of unlawful and unfair discrimination.
- Creating an environment that promotes dignity and respect for everyone.
- Zero tolerance towards any form of hatred, extremism, intimidation, bullying, or harassment, and to prevent hiring our premises to those that breach this policy.

The Governing Body recognises the role of the school within the community and welcomes the use of the School's premises for a variety of community and leisure purposes.

Use of the school premises by the school, or on behalf of the school (e.g. PTA) are not subject to the charging elements of this policy.

A copy of the Booking Conditions will be sent with the application form to the Hirer when the initial enquiry is made.

This policy was agreed by the Governing Body at its meeting held on:

1. Categories of Lettings

The use of the school premises is divided into the following three categories:

- Community and Leisure Learning (e.g. adult education)
- Private (e.g. Wedding Receptions)
- Commercial

2. Availability of Premises

Designated areas within the school are available for hire unless required by the school.



3. Charges

The Governing Body reserves the right to make a charge for the use of the school premises. The charge will vary according to the category of the letting as laid out in **Appendix A**.

4. VAT

VAT is normally chargeable only on lettings of sports facilities (a concession may be available from H.M. Revenue & Customs if certain conditions are met).

5. Application Procedures

5a) Application forms, available from the school, should be submitted to the School Business Manager at least two weeks before the first day of the proposed letting. In the case of block bookings, four weeks' notice should be given. The person signing the application form will be considered to be the Hirer. The Hirer will be required to return all three copies of the completed booking form to the school before a booking can be accepted. The booking acceptance will be confirmed by the return of the top, white copy of the booking form to the Hirer.

5b) All applications will be considered on their merits, taking into consideration the suitability of the activity. The Governing Body reserves the right to:

- refuse applications without giving a reason
- have a representative present at any function
- terminate any activity not properly conducted.

5c) Letting fees are reviewed annually by the Governing Body. When the letting has been confirmed, payment must be made to the school, prior to the use of the premises. In the case of a regular booking, payment will be required at the end of each term.

6. Security of the Premises

Conditions of Use

Entrance to the school will be via the Main Entrance, which will be opened by the school at an agreed time. For security reasons, the school keys will not be available to the Hirer. It will be the responsibility of the Hirer to ensure that the school premises are secure during the time they are in use, i.e. ensure that the Main Entrance is locked when all members of the group are inside.

7. Use of Facilities



7.1 The Hirer will be responsible for the proper use of the school facilities (specialist equipment is not generally available e.g. projectors, TV and video equipment, cookers etc., unless special arrangements have been made) and must take all reasonable precautions to ensure that there is no damage to the fabric of the buildings; furniture and fittings, or school equipment. The Hirer will be responsible for making good any damage to the premises and property. Any precautions required to ensure the users' safety when using equipment are the responsibility of the Hirer. This includes, for example, the provision of information and training in the use of the equipment. In all cases, the Hirer must ensure that risks associated with the activity are properly controlled throughout the hire period and that the premises are returned to the control of the school in a clean and satisfactory condition.

7.2 All mains powered electrical equipment brought onto the premises must be safe and evidence may be required that it has a valid test and inspection certificate (the certificate should be less than one year old for earthed equipment, or less than 4 years old for double insulated equipment). Lower voltage equipment must also be safe and in good condition.

7.3 The Hirer must be advised that they cannot rely on the school's risk assessments for any activities carried out during the letting and must complete their own risk assessments, a copy of which must be held by the school.

7.4 Users should acquaint themselves with the Fire and Safety regulations and procedures relating to the area of the premises in use. These will be clearly displayed in each of the designated areas. It is the responsibility of the Hirer to provide first aid equipment and trained personnel. They must also carry out their own fire drills and organise their own fire procedure.

7.5 Fire exits must not be blocked or locked, nor should furniture, equipment, or other obstructions be placed in corridors during the hiring.

7.6 The Hirer must use only that area of the building hired and must observe any instructions given by the school concerning the area available. Any furniture or equipment moved by the Hirer should be returned to its original position at the end of each session.

7.7 A toilet is available in the Main corridor.

7.8 The Hirer is responsible for ensuring that good order is kept on the premises and within the immediate environs of the school, and that the premises are left in a clean and tidy condition.



7.9 The Hirer will be responsible for ensuring that the group has adequate insurance appropriate to the activities organised.

7.10 The school reserves the right to levy an additional charge to cover:

- any additional cleaning that may be required after an event
- the cost of repair of damage to the school fabric or equipment
- the cost of replacement of any items of school equipment if uneconomical to repair

7.11 For security reasons, the Hirer will not have access to the school telephone. Hirers are urged to consider acquiring a mobile telephone for use in an emergency.

7.12 Express approval by the Governing Body is required if alcoholic drinks are to be sold or consumed on the premises. The selling of alcohol requires a licence. Unconsumed liquor, bottles, cases, glasses and similar articles must be removed from the premises immediately after the function has ended.

7.13 Smoking is not permitted anywhere in the school building.

7.14 Animals, other than Guide Dogs, are not permitted anywhere on the school premises. This is purely on grounds of hygiene.

7.15 No combustible materials are to be used within the school, except with the express approval of the Governing Body.

8. In the event of an incident, fire or near miss

The school must ensure that Incident Report forms are made available to the Hirer, who in turn, must ensure one is completed correctly and that an investigation is undertaken. A review of the risk assessment for the activity will be required. If the Hirer has produced a risk assessment then the hirer is responsible for undertaking the review and informing the school of any findings that may be relevant. Schools are NOT responsible for undertaking risk assessments for Hirer's activity(ies).

In the event of fire

The Hirer will call the Fire Service (if school staff are not present and supporting the activity):

- All users will evacuate the building via the nearest fire exit and muster at the designated point.



- Users must not re-enter the building until the 'all clear' has been given. The Fire Service will give this. Fires must be reported using the school Incident Report form.

9. Licences

There are a variety of licences that may be required for different types of function. The onus is on the Hirer to ensure which are necessary, and must produce documentary evidence before the letting takes place. The Hirer will indemnify the school and Local Education Authority against any action brought about by failure to obtain the necessary licence(s). The following categories of letting may require a licence:

- Theatre licence
- Copyright/Royalty licence
- Cinematography licence
- Alcohol
- Music, Singing and Dancing



10. Insurance

The Hirer will be entirely responsible for the proper use of facilities and must take all reasonable precautions to ensure that there is no damage to the fabric of the building, furniture and fittings or any school equipment.

The Hirer shall indemnify the School/Local Education Authority when signing the application form against any claim for bodily injury or loss of damage to property (real or personal) whether belonging to the School/Local Education Authority or to any other person if the said loss, damage or injury is either caused by the negligence of the user or by the negligence of any other person using the premises hired with the permission of the Hirer.

The Hirer will be liable to indemnify the school/Local Education Authority for any damage which is caused when the premises are being used for a function for which they are let. However, it is only operative if the damage etc. is caused by the negligence of the user or any other person using the premises with the Hirer's permission.

11. Cancellations

a. By the Hirer

Cancellations should be made in writing at least 24 hours before the proposed letting; otherwise the Hirer will still be liable for the standard charges. In the event of a cancellation being made at the appropriate time, the school will credit the Hirer for a free booking the following term, if applicable, or refund the fee if no further bookings are required.

b. By the School

If the school finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 24 hours and, where possible, alternative accommodation will be offered. If this is not possible, a refund will be made. The school will accept no liability in respect of commitments incurred by the Hirer due to such cancellations.

1. Review

This policy will usually be reviewed during the Spring Term each year, and at any other time as may be necessary.



1. Appendix A - Hourly Charges

A £40 weekend supplement will be levied on all categories of letting to cover the extra cost of caretaking/cleaning incurred by the school outside the standard school week.

Note:

Personal and Commercial lettings will require a deposit equivalent to 1 hour's charge to cover the eventuality that:

- extra cleaning is required in order to return the hired area to a satisfactory state or
- chargeable breakage(s) occur

This money will be used to offset the cost of cleaning and/or repair. Any unused money will be returned to the Hirer.

Individual contracts exist for a number of organisations under the Extended Schools provisions. Refer to the Lettings Folder for details and charges.

Weekday Rate

| | Community-use | Personal use | Corporate use |
|------------------------|---------------------|---------------------|---------------------|
| One room | £20 | £20 | £40 |
| each extra room | 25% discount | 25% discount | 25% discount |
| Hall | £60 | £70 | £80 |
| Playing field | £25 | £25 | £50 |
| Eco Room | £30 | £30 | £40 |

Weekend Rate (Friday from 6pm - Sunday)

| | Community-use | Personal use | Corporate use |
|------------------------|---------------------|---------------------|---------------------|
| One room | £30 | £35 | £65 |
| each extra room | 25% discount | 25% discount | 25% discount |
| Hall | £35 | £60 | £80 |
| Playing field | £50 | £50 | £60 |
| Eco Room | £40 | £40 | £50 |

LETTINGS AGREEMENT



CONDITIONS OF USE

1. Our ETHOS:

Crowland Primary School will all be kind to each other, have good manners, become lifelong learners and contribute to the global community. We will achieve this by:

- Aiming high and supporting each other to realise dreams and aspirations
- Instil positive values, morals and a sense of belonging in each other
- Inspiring each other to become lifelong learners
- Support children to achieve the highest standards in their learning
- To give children an awareness of their diverse local community, the country in which they live and the wider world
- To provide clear, stimulating, creative environment where children feel safe, happy and valued through their journey at Crowland

2. Premises

2.1

The school premises are provided essentially for educational purposes and the promotion of its vision. The premises must not be let in such a manner as to prejudice this purpose.

2.2

In conjunction with the *Letting Policy* the Governors have agreed that the premises may be used subject to the following:

- Apparatus, furniture or equipment belonging to Crowland Primary School shall only be used for their proper purposes. Equipment should only be used with the prior consent of the Headteacher.
- All mains powered electrical equipment brought onto the premises must be safe, PAT tested annually and evidence may be required that it has a valid test and inspection certificate (the certificate should be less than one year old for earthed equipment, or less than 4 years old for double insulated equipment). Lower voltage equipment must also be safe and in good condition.
- The hiring body shall be responsible during the function for which the premises are hired for ensuring:
- all safety requirements and recommendations of any licensing authority are complied with



- any limitation on the number of persons admitted imposed by any licensing authority or the Governors are complied with
- suitably qualified persons are employed to be responsible for the supervision of the premises and the conduct of those attending so as to avoid personal danger and damage to the premises.
- The Hirer must be advised that they cannot rely on the school's risk assessments for any activities carried out during the letting and must complete their own risk assessments, a copy of which must be held by the school.
- The governing body requires any third party providers offering community facilities or services through the school premises, or using school facilities, have their own complaints procedure in place.

2.3

No smoking on the premises or in the school grounds is permitted.

3. Ofsted

3.1

Where the hirer must be registered with Ofsted, the hirer must meet regularly with a nominated member of the school staff or governing body to discuss standards. Following an inspection by Ofsted where standards are judged below 'Good' or if the nominated representative from school feels that the provision is unsatisfactory, the Governing body have the right to terminate the lettings agreement.

4. Deposit

4.1

The governing body has the right to request a deposit which is **non-returnable** if the letting agreement has been breached. The governors have the right to withhold the deposit if less than 24 hours cancellation notice is given.

5. Hiring Body

5.1

The hiring body shall be responsible for reimbursing the full cost of any damage occasioned by users to premises, furniture, apparatus and equipment and will be required to indemnify the School against any liability at law in respect of any accident involving death or bodily injury to any person or damage to or loss of any property real or personal and happening consequent upon or in connection with the use of the premises unless due to negligence/default of the Governing Body, its Servants or its Agents.

5.2

The hiring body shall adhere to times agreed. Any use of the school building additional to the agreed times will be charged at the agreed hourly rate or part thereof.



5.3

The parking of vehicles on the school's property shall be permitted in approved areas only on condition that persons do so at their own risk and that they accept responsibility for any damage to the school's property or injury to any person whether connected to the establishment or not, caused by such vehicles or their presence on the school's premises.

5.4

The hiring body shall comply with such additional conditions as the County Council, Headteacher or the Governors may require in writing, to be observed for a particular letting.

5.5

The numbers of people attending at any one time must not exceed the numbers indicated on the booking form and agreed with the school. Failure to comply with this condition will result in the immediate termination of the letting without refund.

5.6

The hirer must make her/himself aware of the fire evacuation procedures relating to the area hired and must ensure that all fire exits are kept clear during the letting.

5.7

The hirer must make her/himself aware of the school's health and safety policy and must not interfere with or misuse anything which is provided in the interests of health, safety or welfare.

5.8

If the hirer uses the building during school hours, the hirer must provide a list of those attending, Before and After school clubs must provide school with a letter stating that safeguarding safety guidelines have been followed and all staff hold a DBS. Any evening letting not affiliated with the school do not need to provide evidence of DBS checks.

5.9

The Hirer is responsible for ensuring that good order is kept on the premises and within the immediate environs of the school, and that the premises are left in a clean and tidy condition.

5.10

The Hirer will be responsible for ensuring that the group has adequate insurance appropriate to the activities organised.

5.11



The school reserves the right to levy an additional charge to cover:

- any additional cleaning that may be required after an event
- the cost of repair of damage to the school fabric or equipment
- the cost of replacement of any items of school equipment if uneconomical to repair

5.12

For security reasons, the Hirer will not have access to the school telephone. Hirers should use a mobile telephone for use in an emergency.

5.13

Express approval by the Governing Body is required if alcoholic drinks are to be consumed on the premises.

5.14

Animals, other than Guide Dogs, are not permitted anywhere on the school premises. This is purely on grounds of hygiene.

5.15

No combustible materials are to be used within the school, except with the express approval of the Governing Body.

5.16

In the event of an incident, fire or near miss

The school must ensure that Council Incident Report forms are made available to the Hirer, who in turn, must ensure one is completed correctly and that an investigation is undertaken. A review of the risk assessment for the activity will be required. If the Hirer has produced a risk assessment then the hirer is responsible for undertaking the review and informing the school of any findings that may be relevant. Schools are NOT responsible for undertaking risk assessments for Hirer's activity(ies).

In the event of fire

The Hirer will call the Fire Service (if school staff are not present and supporting the activity)



All users will evacuate the building via the nearest fire exit and muster at the designated point.

Users must not re-enter the building until the 'all clear' has been given. The Fire Service will give this.

Fires must be reported using the Haringey Council Incident Report form.

5.17

Licences

There are a variety of licences that may be required for different types of function. The onus is on the Hirer to ensure which are necessary, and must produce documentary evidence before the letting takes place. The Hirer will indemnify the school and LA against any action brought about by failure to obtain the necessary licence(s). The following categories of letting may require a licence:

- Theatre licence
- Copyright/Royalty licence
- Cinematography licence
- Alcohol
- Music, Singing and Dancing

5.18

Insurances

The Hirer will be entirely responsible for the proper use of facilities and must take all reasonable precautions to ensure that there is no damage to the fabric of the building, furniture and fittings or any school equipment.

- i) The Hirer shall indemnify the Local Education Authority when signing the application form against any claim for bodily injury or loss of damage to property



(real or personal) whether belonging to the LA or to any other person if the said loss, damage or injury is either caused by the negligence of the user or by the negligence of any other person using the premises hired with the permission of the Hirer.

ii) The effect of i) is that the Hirer will be liable to indemnify the LA for any damage which is caused when the premises are being used for a function for which they are let. However, it is only operative if the damage etc. is caused by the negligence of the user or any other person using the premises with the Hirer's permission.

6. Termination

6.1

Either party may terminate the agreement upon providing no less than 30 days written notice to the other party such notice being deemed effective the same day if sent by e-mail and received by the other party by 4 pm on that day or if given by post the second working day after posting.

6.2

If during the course of the Agreement the Governing body feel that the Hirer is using the premises in such a way as to conflict with or prejudice the school's educational purposes or vision it may terminate the agreement by providing the Hirer with one week's written notice.



APPLICATION FOR LETTING

I confirm that I have read the Conditions of Use and Charges and Letting Policy and wish to make application for the use of facilities at your school for the following purpose:

DETAILS OF LETTING

DATE:

DURATION OF LETTING:

FACILITIES REQUIRED:

MAXIMUM NUMBER OF PEOPLE OCCUPANT: 150

I agree to abide by the Conditions of Use specified in the attached documentation.

I can confirm that I have arranged Public Liability Insurance for £1,000,000
(a copy must be attached to the application)

Signed

Address

.....

Telephone Number.....

Official Position

Dated

The official key holder is

Address Tel.....



Agreed Charges

Main Hall: Upstairs: Every Wednesday 7pm -9pm
Every Sunday 9am – 1pm
Last Friday of the month 7pm – 9pm

£550.00 per Month

**(1 month advanced payment £550.00) balance remaining for 2 months
(£550.00 per month): £1,100.00**