



Little Ilford School

Lettings Policy

Agreed by Governors: September 2020

Next review: April 2021

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LITTLE ILFORD SCHOOL LETTINGS POLICY

1: INTRODUCTION

The Governing Body of Little Ilford School is keen to see that the premises at our school are used for the benefit of the whole local community. The education of children is the prime purpose of our school; however, we believe education is a lifelong process which should be open and accessible to all. This handbook outlines the policy of our school with regard to letting. It sets out the facilities available, the charges and the responsibilities of the Governors and the users when the school premises are being hired.

The use of our school premises at times other than during the school day is under the control of the Governing Body of our school.

In deciding whether or not to let our premises the Governing Body will also have regard to the likelihood of any damage being caused to the premises, or neighbouring premises, and any nuisance that may arise, as a result of accepting the booking.

In any event, the Governing Body reserves the right to require a reference from a Local Authority or other reputable hirer, before any booking is accepted.

We will consider letting to any group able to comply with the terms and conditions outlined in this policy (section 4). These terms and conditions are clearly stated in our Conditions of Use (section 3) and Booking procedures (section 5), which will be sent out with all application forms.

The final decision on compliance lies with the Governing Body.

2: USAGE CRITERIA

The students and staff of Little Ilford School are the prime users of the school's facilities, and as such will be given priority over all external users.

The objectives are as follows:

- To enable staff, students and community groups to have year round access sporting, recreational and sensory facilities.
- To enable staff, students and community groups to have year round access to facilities which promote health, learning and achievement.

These objectives can be realised by building relationships with groups/organisations who promote/offer community learning, sporting activities, referral services and recreational activities.

3: CONDITIONS OF USE

3i DEFINITIONS:

- a. Governors mean the Governing Body of the school or its authorised representative.
- b. 'Hired area' means that part of the school premises to be used by the hirer described in the application to hire form.
- c. 'The hirer' means the person who has signed the application of the hire form.

3ii GENERAL

- a. Use of School premises for a letting must be agreed in advance by both the Hirer and the School. A letting is only confirmed after the School has received a fully completed application form and is satisfied that all conditions of the letting will be met as evidenced by return of the application form signed by the School.
- b. Failure to comply with these conditions may result in hire agreements being cancelled immediately by the Governing Body or other representative.
- c. The Hirer recognises that School use of the premises takes priority when necessary and that there may be occasions when arrangements have to be changed (where possible these will be advised at the time agreement is reached). Further, essential maintenance works can only take place during school holidays and these may lead to premises being unavailable at certain times. The School will give as much notice as possible when these affect the hire.
- d. The Hirer should show consideration to other Hirers, School staff and students on site, and be cooperative when using shared spaces e.g. playgrounds, car parks.
- e. Fees for hiring school premises shall be in accordance with the scale of charges determined by the Governing Body, subject to revision from time to time by the Governing Body as it sees fit. Further charges may be levied if additional costs are incurred as a direct consequence of the letting.
- f. When the hired area is only part of the educational premises, access is restricted to those rooms forming the hired area. The hirer shall be liable to pay such additional fees as the Governors may prescribe if different or additional areas are used.
- g. Access to the hired area shall also be restricted to the hours stated and agreed on the lettings form (i.e. the hirer should not have access prior to or after the stated time). The hirer shall be liable to pay additional fees as prescribed by the Governors if the hired area is used by the hirer outside the agreed times.
- h. The period of hire includes any set up and dismantling time. All hirers must remain outside the hired area until it is vacated by the previous session's hirer (if any).
- i. The sub-letting of any school facilities is prohibited. Only people associated with the letting are allowed on site. The hirer is responsible for controlling entry to the facility by all visitors, and on completion of the letting must ensure the facility is secure (eg shutting windows).
- j. No animals other than guide dogs are allowed on the school site.
- k. The Hirer shall be required to pay for any breakage, losses or damage to property or equipment or anything belonging to the School caused by the Hirer or any people connected with the Hirer.
- l. The Hirer shall be responsible for the behaviour and conduct of all people (members of a club, general public, employees, etc.) who come onto School premises for their letting. The School is aware that we are a member of the community. As such we take our responsibilities to our

neighbours very seriously and require all users of our premises to do the same. We would particularly emphasise the importance of maintaining low noise levels and avoiding parking where this will inconvenience local residents.

- m. There are areas of the school where parking is not permitted for safety and other reasons, and these areas must not be used. Vehicles must not be left on the school site outside of the period of the letting; to do so will risk vehicles being locked in at the end of the Letting period. The school accepts no responsibility for vehicles parked on school premises: any damage or theft to cars is entirely at owners' risk. There may be a minimal charge for the car park. This will be agreed in advance of the letting.
- n. Motor vehicles must not be taken on to school playing fields except in an emergency.
- o. Representatives of the School shall, at all times, have free access to the facilities for the purpose of inspection.
- p. School staff on duty during any letting have authority delegated by the Governors to implement these conditions of letting together with any special conditions which may be agreed in writing with the Hirer. They are only authorised to approve use of facilities (including rooms and equipment) which are part of the agreement, which has been made in writing in advance.
- q. School staff will monitor the facilities but neither they nor the School Governors shall be responsible in any way for property, belongings, or vehicles, which are on site for this letting.
- r. The facilities shall not be used for any purpose other than that for which permission has been granted.
- s. No highly inflammable substances/materials or dangerous equipment shall be used on the premises.
- t. Smoking is not permitted within any part of the school or school grounds.
- u. The Hirer shall be responsible for leaving any facility hired by them in a clean and tidy state ready for school use. If there are difficulties in achieving this, the School should be notified in advance so that a quotation can be given for cleaning staff to be available. Should the facility not be left in a tidy state the school reserves the right to bring in necessary cleaning staff and charge their costs to the Hirer. Agreement that the facility is in a satisfactory state can be given by the member of the school staff who is on duty for the letting.
- v. The School shall not be responsible for the death or injury to any person connected in any way with the letting.
- w. It is advisable to have a trained first aider on site for the duration of the letting. Full supervision by a responsible adult must be undertaken whilst a playing field or sports area is being used. It is the responsibility of clubs using the facility and supervising children that all appropriate clearances have been obtained.

3iii ADDITIONAL PROVISIONS RELATING TO THE HIRE OF SCHOOL BUILDINGS INCLUDING CLASSROOMS AND HALLS

- a. Intoxicating liquor shall not be sold or supplied on school premises without the express consent of the School Governors in writing and the obtaining by the hirer of a Temporary Events Licence (applications to the district/borough council and the local police). Alcoholic drinks may not be brought on to the premises while the school is in session and children are present, and all empty containers, crates etc. must be removed from the premises before school resumes after the hiring has taken place.
- b. No public performance of a play, cinematography exhibition, public dancing, singing, music or other public entertainment of the like shall be performed in or close to the premises unless any necessary licence for the same shall first have been obtained from the appropriate authority and all necessary measures taken to fulfil the conditions of the licence. It may be that Newham Council blanket PRS (Performing Rights Society) or PPL (Phonographic Performance Ltd) Licences will cover some situations, but this aspect must be cleared in advance with the School. Temporary Events Notices are required not only for the sale/supply of alcohol, but

also for regulated entertainment (eg live and recorded music and performance of dance) and late night refreshments.

- c. Hirers should not eat or drink in specialist rooms which include the gymnasium, drama studio and computer rooms.
- d. The user should be aware of the appropriate action to be taken in the event of fire or other emergency. The School's Site Team will brief the user on the procedures to be followed during the last week of each half term. A Fire Drill will take place during the first week of each new term
- e. A risk assessment may need to be completed by the user. The School's Business Manager will consider the risks and proposed controls and be satisfied that the activity does not present an unacceptable level of risk.
- f. On days when school is in session, no article (such as equipment, pianos, tables, flowers, etc.) may be delivered at the school before 3.30 p.m. on the day of use, unless arrangements are made with the Headteacher or School Business Manager for their earlier delivery. The number of persons using the premises shall not exceed the number authorised.
- g. No guarantee is given in respect of the number of chairs/ tables available. No transfer whatsoever of furniture may be made from one school to another. The hirer may only use school furniture or school equipment which is located in the area hired - i.e. equipment/ furniture is not to be moved from other parts of the school without permission in writing.
- h. The charge payable by the hirer includes an amount to cover payment for standard caretaking duties. The user is expected to adhere to the agreed times or, subject to a member of the site staff being available, be prepared to pay additional overtime. If additional work (such as moving furniture to or from a specific room/ area or a specific layout) is required, whether foreseen or not at the time of booking, the user will be required to meet the extra costs, which will incur VAT on the whole charge. It cannot be assumed that staff will be available unless prior agreement has been made.
- i. Sometimes the hirer requires furniture and or equipment to be laid out in a particular way for their activity. Such layouts are the responsibility of the Hirer together with the reinstatement of the furniture/equipment to its original position.
- j. Any measures for the conservation of, and economy in, fuel consumption at school shall be rigidly enforced.
- k. School stage lighting, audio and visual equipment may be used only with written permission from the Headteacher or School Business Manager.
- l. No landlord and tenant relationship shall be created.

4: 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.

The Governing Body has delegated the responsibility for lettings to the School Business Manager. Where appropriate the School Business Manager may delegate all or part of this responsibility to other members of staff. A record of lettings will be kept and will include information on users, finances, incidents, accidents, enquires and any lettings refused.

4i DEFINITION OF SCHOOL LETTINGS

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

4ii 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.

4iii HEALTH AND SAFETY

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

The Hirer shall ensure that:

- The number of persons present during the letting does not exceed the number agreed by the school;
- 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 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 school will provide the hirer with details of emergency procedures e.g. action to be taken on discovering a fire, fire evacuation etc.
- The school may agree for the hirer to use the school's first aid equipment. Alternatively, the hirer must make suitable arrangements for first aid.
- The school's site staff will check that the premises have been left in a safe condition.
- 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 termly.

- The hirer is responsible for ensuring that a Personal Emergency Evacuation Plan (PEEP) is drawn up for anybody attending their session that has a physical or mental impairment which would affect their ability to evacuate in an emergency.
- The hirer must keep a register during their letting for use in an emergency evacuation.

4iv SAFEGUARDING

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

4v SUPERVISION OF CHILDREN

At an event where the majority of attendants are children and the number of children 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.

4vi 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 DBS 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.

4vii Insurance

- a. The Governing Body cannot, under any circumstances, accept responsibility or liability in respect of any damage to or loss of property whatsoever, by the Hirer or person attending the function. The Hirer must ensure they have insurance to cover public liability, as the booking is not covered by the school's insurance.
The Hirer shall indemnify the Governing Body against all actions, proceeding, claims and demands whatsoever which may arise as a result of hiring.
- b. No item shall be brought onto the premises, which is likely to cause damage to the structure, finished and covering of the building.
- c. The Hirer will accept full responsibility for any damage during letting and/or the cost of making good any damage which occurs during the letting.
- d. All facilities must be left in a clean and reasonable condition otherwise any additional costs arising from the need to clean such facilities shall be an additional cost incurred by the Hirer.

5: BOOKING PROCEDURE

- Applicants should fill in an application/booking form and return to the School Business Manager.
- The person signing the application form (then known as "the Hirer") is responsible for all aspects of the let.

- By signing the application form, the person signing is acknowledging and agreeing to adhere to all aspects and conditions of our school's lettings policy.
- A signed application does not guarantee the booking will be granted.
- The hirer should pay the booking invoice in full in advance of the letting. This will then confirm the booking agreement.

6: CHARGING

The deposit and hire fee shall be due in advance of the booking.

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

An additional deposit may be required prior to the letting to cover damage or any other costs incurred.

Cancellations

- Bookings cancelled by the Hirer with 21 or more working days' notice - entitled to a full refund of the paid fee including the deposit.
- Bookings cancelled by the Hirer with between 10 to 20 working days' notice – entitled to 50% refund of the remainder of the paid letting, full deposit refund plus a £10.00 administration fee.
- Bookings cancelled by the Hirer with less than 10 working days' notice – no refund of the paid fee but full deposit refunded and an administration fee of £10.00 will apply.
- The deposit is non-refundable for any bookings cancelled by the hirer with less than 20 days' notice.
- 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.
- Where a cancellation is made by the school, the hirer will be entitled to a full refund. The school will endeavour to notify the hirer at the earliest possible moment, however, no guarantee period of notice can be offered. Regardless of when notification is given to the hirer, the hirer will not be entitled to any compensation

7: COMPLAINTS PROCEDURE

What if the school has a complaint about our organisation/group?

If the school has concerns about a let the following procedures will be followed:

- A representative of the School Business Manager will verbally raise the concern with the named Hirer.
- The situation will be monitored for two sessions to allow the issues to be addressed.
- If the situation remains unresolved, the Hirer will receive written notification of the concern and a further two sessions will be given to allow the Hirer to address the situation.

- If the matter remains unresolved, the Hirer will receive formal written notice of termination of the booking agreement.

Please note: If the Hirer blatantly breaks the conditions of usage, the let can still be terminated immediately.

What if I, as the Hirer, have a complaint about my let or booking agreement?

If you, as the Hirer, have a complaint or concern regarding your let, the following procedures should be followed:

- Talk to the School Business Manager and discuss the problem. Allow 5 working days for the situation to be resolved.

What if a third party complains?

- If the school receive a complaint from a third party, the Headteacher will be notified of the complaint.
- The matter will be investigated by the School Business Manager and a written response will be sent to the complainant within 10 working days.

APPLICATION TO HIRE

BOOKING FORM FOR LETTINGS AT LITTLE ILFORD SCHOOL

(Please use BLOCK CAPITALS)

Name of Hirer: (<i>company</i>)			
Contact name:			
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 (inclusive):			Start Time:		
	End Date (inclusive):			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"/> Drama Studio	<input type="checkbox"/> Activity/Dance Studio
<input type="checkbox"/> Classroom	<input type="checkbox"/> Seminar Room	<input type="checkbox"/> Sports Hall
<input type="checkbox"/> Dining Hall	<input type="checkbox"/> Classroom	<input type="checkbox"/> Main Hall/Auditorium
<input type="checkbox"/> 3G Pitch	<input type="checkbox"/> Car Park	Other (please state)
Equipment Required:		
<p><i>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. Any electrical goods brought in by the hirer must have a valid PAT test label.</i></p>		

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
<p><i>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 Team, East Ham, London E6 or go to www.newham.gov.uk for an application form for a temporary licence</i></p>		
Do you have Public Liability Insurance that covers the requirements in Schools Letting Policy?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes , adequate evidence of own insurance cover must be provided. Is this attached to your application?	<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 , have you attached a copy of your Child Protection Policy?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

DISCLOSURE AND BARRING SERVICE CHECKS

Please note, all staff working with children will need to provide details of their current DBS. Please list the names of people this applies too:

Total Cost of Hire	
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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): _____

By signing this form, I hereby agree to Little Ilford Schools' Lettings Policy.

You will be sent confirmation of whether this application has been accepted or declined by post or email.

PLEASE RETURN THE SIGNED FORM TO:

Nazmul Islam
School Business Manager
Little Ilford School
Rectory Road,
London E12 6JB

(School Use Only)

This application for letting is ACCEPTED / DECLINED

Signed (School):

Date:

Name:

Position:

No letting will be regarded as booked until the deposit is received in full, all requested paperwork has been submitted and a signed approval letter is issued by the school.

adequate evidence of hirers insurance cover has been supplied and retained by school? Yes No

Will the letting involve working with children/young people. Yes No

If yes, please evidence of Child Protection Policy seen Yes No

BACS Detail;

Bank Sort Code	30-00-02
Account Name	Little Ilford School
Bank Account Number	01537 526
Reference	LIS letting – your name