



East Sheen Primary School

Lettings Policy

Introduction

The Governing Body believes that education is the prime purpose of the school. However, we are keen to see the school and its facilities be of benefit to the whole community.

As such, it is the desire of the Governing Body that these facilities are made available to local groups, provided that this does not conflict with the work of the school, the interests of its pupils, or the wellbeing and workload of its staff, and that such lettings do not create a nuisance.

The Governing Body recognises and supports the following principles:

- the school premises represent a significant capital investment and should be fully utilised
- the school premises are a valuable community resource
- use of the school premises for educational purposes should be given priority when lettings are considered
- making a profit from private or commercial lettings is desirable, but is not the primary objective when letting for educational activities.

Overview

This document details the lettings policy and procedures relating to lettings; available facilities; and the roles of both the Governing Body and users of school facilities. It also sets out the current scale of charges.

At all times, the use of the school premises outside of the school day is under the control of the Governing Body (Education Act 1986 - Section 42, No.2).

The Governing Body will not let the school premises to organisations whose purpose is, amongst other things, to encourage racial discrimination and/or disharmony between persons of different racial groups, or are otherwise involved in activities prejudicial to good race relations.

The final decision on compliance lies with the Governing Body.

Policy

It is the intention of the Governing Body that:

- private functions at weekends will finish at 22:30 for all lettings, and will be limited to a maximum of 10 per year
- only accompanied, family-based functions will be accepted, e.g. children's birthday parties or wedding anniversaries, and will be limited to no more than 10 per year
- car boot sales will be limited to a maximum of 8 per year, and will be permitted to take place on Saturdays between March and October, from 07:30 to 13:00, weather permitting
- school facilities will not be let for weekly Saturday and/or Sunday Football League games
- the lettings calendar will be managed such that lettings will be required to finish at or before 20:00 on three nights weekly, and at or before 21:00 on the remaining two nights
- from Monday to Friday, school facilities may be let for community use for extra-curricular sports, recreation and teaching purposes
- in deciding whether or not to let the premises, the school will consider the likelihood of any damage or nuisance which may be caused or arise at any time as a result of the letting

Responsibilities

The responsibilities of the school and the hirer on entering into a letting agreement, are laid out below:

A - Responsibilities of the School

The school will:

- identify an appropriate room/area, ensuring that it is open and ready for use at the beginning of the session
- agree a system to facilitate communication with school staff, if and when needed
- report to Governors to inform them of activities and ensure that partner organisations are recognised and acknowledged, where appropriate
- provide access to appropriate whole-school policies including Health and Safety, Child Protection, Accident/Incident Reporting and Equal Opportunities
- consider all applications, providing that hirers adhere to and comply fully with the terms and conditions set out in this policy and all documents referred to

B - Responsibilities of the Hirer/Service Provider

i) Activities

Where the hirer is a Service Provider, all services must be appropriately planned, and such planning delivered a minimum of 4 weeks in advance to the Headteacher.

- Appropriate resources must be provided. Where school resources are to be used, a written request must be submitted and agreement obtained prior to hire commencing. The responsibility for damage to any school property remains with the hirer.
- Suitable and sufficient risk assessments must be undertaken for each activity. All participants must be adequately supervised during the session, encouraged to attend promptly, remain for the duration and leave the building promptly at the end.
- Young people must never be left unattended. Parents/carers or an alternative agreed contact must be informed immediately if any young person leaves a session.
- Fire drill procedures and any other safety arrangements must be considered and in place (or the school procedures adopted). All staff and participants should be made fully aware of the procedures in place.
- Service providers shall maintain relevant records, which can be made available to the school, including a register of attendance and a record of activities per session.
- The hirer is required to hold details of emergency contacts and medical needs for each participant where parental responsibility is being assumed by the hirer.
- The hirer must publish their own complaints policy detailing actions and procedures to followed.
- If any activity involves a trip off school premises, a hirer must follow the Local Authority's guidelines.
- Premises should be left clean and tidy and in the condition in which they are provided.

ii) Staffing

Staff must be suitably qualified and experienced, and have undergone Disclosure and Barring Service (DBS) checks (Enhanced Disclosure). Adults without DBS checks cannot be involved in any work with children.

iii) Pastoral Issues in Relation to Children

- In any situation where a hirer becomes aware of an issue which concerns a child's safety or well-being in relation to Child Protection issues, the hirer shall inform the Headteacher if the activity is taking place during school hours, or the Local Authority's Initial Response Team if outside these times – Tel: 020 8547 5008 or 020 8770 5000
- Staff must be aware that they cannot offer guaranteed or unconditional confidentiality.
- If a child discloses any information relating to their own safety or that of any other young person, the Headteacher must be informed immediately.
- All staff are strongly encouraged to attend Richmond's Safeguarding Children training.

iv) Insurance

A hirer is responsible for indemnifying the school and the Local Authority against injury to their staff and participants, and loss and/or damage to any property occurring as a result of the hire. Copies of insurance policies should be provided to the school.

v) Environment

The school enjoys a special relationship with its neighbours. All hirers and visitors are required to have due regard to the entitlement of neighbours to the enjoyment of privacy and quiet.

Terms and Conditions of Hire and Use

Acceptance: By completing and signing the application form, the hirer:

- accepts and agrees to adhere to all aspects of this lettings policy, including these terms and conditions
- accepts the responsibilities of the hirer as laid out above on behalf of their organisation or event
- accepts responsibility for ensuring that all attendees comply with all the terms and conditions contained within this policy

Care of children: All children will be supervised at all times by their carers, except where children are attending an organised group or care scheme. Where the latter applies, the group/care scheme will adhere to the regulations set out in the Children Act 1989, including those of the relevant registering body.

Licences: Where necessary, the conditions of any licences required for public dancing, entertainment, or music, must be strictly adhered to. It is the duty and responsibility of the hirer to ensure they understand, apply for, and are able to comply with all such regulations and requirements, including licences for music, dancing and alcoholic or other refreshments.

Damage: The hirer shall indemnify and keep indemnified the school and the Governing Body from and against all losses and damages arising as a result of the letting of the premises. The hirer will pay the full cost of repair or replacement of any fixtures or fittings that become unserviceable or unsuitable for use through damage caused by any person attending the function, whether deliberate or otherwise.

Property: All property brought onto the premises is done so at the sole risk of the owner of that property. Neither the school nor the Governing Body will accept responsibility for any loss of or damage to any property owned by any person or organisation using the premises. Security arrangements are the responsibility of the hirer.

Injury or loss: It is the responsibility of the hirer to inform the Governing Body, in writing and within 24 hours, of any person or persons sustaining injury or loss on the premises during the letting.

Alcoholic drinks: No alcoholic drinks may be consumed or brought onto the premises unless prior written permission has been applied for. It is the hirer's responsibility to ensure that the consumption of alcohol is moderated.

Copyright: The hirer shall indemnify and keep indemnified the school and the Governing Body against any breach or infringement of copyright, in relation to the performance of material or delivery of any work in which a copyright exists.

Whiteboards: Interactive whiteboards in any classroom are not to be used.

Right of access: The school and the Governing Body reserve all rights of access.

Alterations: No alterations to the premises may be undertaken without the prior written permission of the Governing Body. Any authorised alterations must comply with all Health and Safety Regulations and must be removed at the expense of the hirer. The preparation and dismantling of any alteration must be done outside of school hours.

Furniture: The hirer, under the direction of the Site Manager, must undertake any movement of furniture. No furniture or apparatus is to be used without prior written permission.

End of let: All lettings must end at the designated time and the school premises vacated within 30 minutes of the end of the let. All music and/or other noise MUST cease promptly at the end of the period of the letting.

Health and safety: The hirer will comply with all Health and Safety requirements mandated by the school or other official body.

Evacuation procedures: The hirer must be familiar with the evacuation procedures, which are displayed within each room, for all areas of the premises in use and inform attendees of these evacuation procedures.

Public liability insurance: The hirer must take out Public Liability Insurance cover, and a copy of this insurance given to the school at least 2 weeks prior to the start of the letting.

Behaviour: The hirer is responsible for the behaviour of all persons organising or attending the function and, in particular, for leaving the site in a quiet and orderly fashion and by the time stated in the letting agreement. The hirer shall be liable for any costs incurred by the school, or any third party, resulting from any actions of any person organising or attending the function.

Contact: A named contact person must be made known to the Site Manager at the start of the event.

Attendance at the event: Only personal guests or members of the private organisation hiring the school facilities are to be admitted to a function. Anyone attending the function must obtain a ticket before the function, or a written invitation issued before the function takes place.

Maximum numbers attending: Health and Safety considerations restrict the school hall to a maximum of 200 people at any function.

Smoking: Smoking is not permitted within any of the school buildings and grounds, in accordance with the Statutory Instrument 2006 No. 3368 The Smoke-free (Premises and Enforcement) Regulations 2006.

Car parking: Where car parking is required, the hirer must undertake the proper stewarding and control of the parking area. The hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles.

Additional costs: It is the responsibility of the hirer to ensure that the premises are left clean and tidy, in the same condition in which they were found. This includes all outside areas as well as indoor areas. The hirer will be liable for any costs incurred by the school for cleaning, caretaking or other expenses, as a result of the premises not being satisfactorily cleared after the letting.

Access for school staff: The Governing Body reserves the right to appoint a representative to attend any letting and monitor the use of the school's facilities. The hirer shall allow any member of the school staff, or other representative appointed by the Governing Body, to be admitted to any function to ensure compliance with the conditions of the letting.

Pets: No dogs shall be permitted on school premises, except registered guide dogs.

Site management: Weekend lettings can only be accepted when the Site Manager is prepared to undertake the additional duty.

Contravention of terms and conditions: If any one of the above terms and conditions is contravened, the Governing Body reserves the right to cancel this and/or future lettings, with no compensation or refund.

Cancellation

A - Cancellation by the hirer

The school must be notified in writing of any cancellation. Where notification has been received at least 4 weeks prior to the date of the letting, the fee will be refunded in full - apart from a set administration charge of £10, which will be retained to cover administrative costs.

Where notification has been received between 2 and 4 weeks prior to the date of the letting, the hirer will be entitled to a 50% refund only.

Where notification of cancellation is received less than 2 weeks prior to the date of the letting, no refund will be given.

B - Cancellation by the school

The school reserves the right to cancel any letting, whether confirmed or not, without prior notice and without compensation or refund, if:

- it suspects that any of the terms and conditions of hire or use have been broken by the hirer, or any person organising any function or event
- any condition of this policy or those printed on the application form have been broken or are likely to be broken, by any person attending any function or event, or connected with the function or event in anyway
- any breach of licensing conditions occurs

The school also reserves the right to cancel any letting if:

- the premises are required by any body or person having a statutory right to use them
- the school is closed or becomes closed

In the event of cancellation by the school, for the reasons defined above, any fees paid in respect of the letting will be refunded. The school will endeavour to notify the hirer at the earliest possible opportunity; however, no guaranteed period of notice can be offered. Regardless of when notification is given to the hirer, the hirer will not be entitled to any compensation.

Please Note:

The above conditions apply for cancellation of all or part of a letting.

Where the hirer makes a permanent cancellation during the course of a letting agreement, the school reserves the right to determine whether any refund should be offered and the amount thereof. No compensation will be available. The administration charge will still stand.

Administration of Lettings

The Governing Body is not in a position to personally vet every applicant or organisation who wishes to make use of the school premises. Accordingly, it has delegated the authority to accept applications for hire to the Headteacher.

Application: All formal hiring of the school's premises, including those for which no charge is made, must be properly documented. Thus, applications for lettings will only be considered on presentation to the school office of a completed application form. Note that receipt of a completed application form does not guarantee that a letting will be accepted. In addition, all hirers will receive a copy of the conditions of hire and a hire agreement. The hire agreement is a contract, which is governed by the Laws of England and Wales.

Confirmation: Where the application for a letting is accepted, the hirer will be sent a Confirmation of Booking and an invoice, to cover the letting fee and any returnable deposit required.

Fees: Letting charges will be set at a level to ensure that the income taken covers the costs of lighting, heating, staffing, waste disposal charges, cleaning, etc, of the activity.

Note: The school will be exempt from any charge made in respect of fundraising activities, or social events benefiting pupils and/or their families. PTA and in-school events will be given precedence over any external lettings. No letting fee will be levied; however, payment for the Site Manager's time will be required.

Payment: The lettings invoice should be paid, in full, 28 days prior to the date of the letting, and the hirer must ensure that they receive a receipt of payment. This will provide confirmation of the letting agreement. Failure to pay the invoice within this time will result in the letting becoming void.

Deposit: The Governing Body reserves the right to require a deposit over and above the lettings charge, as a surety against damage to the premises, including any equipment, or the premises being left in an unacceptable condition incurring additional costs for cleaning, caretaking or other expenses.

Variations: No member of staff is allowed to vary the terms and conditions on which the school premises are hired to either individuals or organisations, or to deviate from the published charging policy.

Value Added Tax: The Governing Body is required by law to apply Value Added Tax (VAT) to all transactions where this is appropriate.

Minimum charges: The minimum hire period will be two (2) hours.

Payment methods: The Governing Body is required to protect the school from bad debt. Accordingly, payment is required at the time of booking. Cheques or electronic payments are acceptable, but cheques should be supported by a guarantee card up to the value of the hire. An official receipt will be issued for all payments.

Extension of credit: The Governing Body may grant credit to bona fide local organisations and individuals where they are satisfied that these are credit worthy. In all cases, the Governing Body reserves the right to withdraw credit facilities at any time. Where credit is extended, an official school invoice will be issued at the time of booking. The Governing Body will not normally grant credit for lettings where the invoice value is less than fifty pounds (£50). The Governing Body has delegated the approval of credit facilities to the Headteacher, who will maintain a list for the guidance of administrative staff.

Alteration of arrangements: Any request for amendments to the letting must take place at least 14 days prior to the date of the letting. Where amendments are agreed, an additional administration charge of £10 will be payable. The hirer must not presume that any amendment will be automatically agreed. Confirmation of any amendments will be sent to the hirer in writing.

Rights of access: The Governing Body will not normally insist on a representative being present throughout the event; however, it reserves the right of access, and has delegated that right to the Headteacher to insist upon the Site Manager (or other designated representative) being present if it is considered that the nature of the event may leave the school vulnerable to theft or damage.

Complaints Procedure

If the school wishes to make a complaint regarding a letting:

- a representative of the Governing Body will verbally raise the concern with the hirer
- the situation will be monitored for an agreed period of time to allow the issues to be addressed
- if the situation remains unresolved, the hirer will receive written notification of the concern and an agreed period of time will be given to allow the hirer to address the situation
- thereafter, if the matter remains unresolved, formal notice of termination will be sent to the hirer, effective 72 hours from the date of the letter of notification

If the school receives a complaint regarding a hirer from a third party:

- the Governing Body will be notified of the complaint
- the matter will be investigated by a representative of the Governing Body (normally the Headteacher) and a written response will be sent to the complainant within 10 working days
- further correspondence received about the same complaint will be placed on the agenda of the next Resources Committee meeting
- the Chair of the Committee will send a response

Where action by the Hirer is required in response to a complaint received by the school:

- the hirer will be notified of the complaint and will be given opportunity to rectify the cause following their own policy and procedure
- if the complaint remains unresolved after 10 working days, the hirer will be notified in writing that s/he must address the complaint over the following 10 working days, or accept notice of termination of the letting agreement
- thereafter, if the matter remains unresolved, formal notice of termination will be sent to the hirer with immediate effect
- the hirer has the right to appeal. All appeals must be made in writing and will be presented at the next full meeting of the Governing Body. The Chair of Governors will inform the hirer, in writing, of the outcome of any such appeal

If the Hirer wishes to make a complaint:

- all complaints should be raised and discussed with the Headteacher, who may forward the complaint to the Governing Body
- if the complaint is not resolved within 5 working days, the hirer should notify the Governing Body through the Headteacher, in writing
- if the complaint is still not resolved within 5 working days, it will be placed on the agenda of the next Resources Committee meeting
- if the matter needs urgent consideration, a special meeting of the committee may be convened
- if the complaint continues to be unresolved, the matter will be taken to the next full Governing Body meeting, following which the Chair of Governors will send a written response to the hirer

Appeals

If the hirer has a letting agreement withdrawn or terminated, they have a right to appeal to the Governing Body. The appeal should be made in writing and will be presented at the next full Governing Body meeting. The hirer will be informed of any action and/or decision taken by the Governing Body. The Governing Body's decision is final.

Review of Policy

The Governing Body will review this policy and hire charges annually. The Governing Body reserves the right to review and amend the table of hire charges, attached, independently of the planned review cycle of this document.

| | |
|-------------------------------------|---------------------|
| This policy was agreed: | Spring 2022 |
| This policy will be reviewed again: | Spring 2025 |
| Governor Committee Responsibility: | Resources Committee |
| Statutory policy? | No |

Application for the Use or Hire of School Premises

Please complete this application form and return it to the school office, at least four weeks (where appropriate) before the proposed event.

Full Name:.....

Company/Organisation:.....

Address:.....

Daytime Telephone:.....Email:.....

Type of Function:.....

Date Required:.....Number of Weeks Required:.....

Time of Letting Period:.....Number of Participants:.....

Facilities/Accommodation Required

The use of the following accommodation and equipment is required:
(Please ✓ those items required, except for the hire of classrooms, when the number required should be stated.)

Hall Classroom(s) Playground/Astro

Kitchen Piano Music Lodge

NB: Only adults preparing food will be permitted access to the kitchen. Kitchen Food Hygiene regulations must be adhered to at all times.

Consumption and Sale of Alcoholic Drinks

Please answer the following questions:

- Will alcoholic drinks be brought onto the premises? Yes No

- Will alcoholic drinks be sold on the premises? Yes No

Please note:

1. Alcoholic drink may not be brought onto or consumed on school premises during or in connection with a letting **unless** prior approval is obtained from the Governing Body. Approval will not be given if scheduled youth activities are taking place on the premises at the same time as the letting.
2. A licence must first be obtained from the Local Magistrates Court if alcoholic drink is to be sold on the premises.

The school reserves the right to:

1. Cancel the letting where unavoidable problems of access have arisen.
2. Refuse entry to persons it considers liable to cause danger or undue disturbance.
3. Retain the refundable deposit where events overrun their booked time, or damage or breakages occur.

Undertaking by the Hirer

I/We undertake to:

- accept the terms and conditions of hire and use, and all other aspects of the school's lettings policy
- pay the prescribed charges
- arrange for adequate supervision during the period of the letting
- leave the property in a clean and tidy state, and clear all rubbish accumulated during the let
- make good any loss of school property or damage to school premises or property

Please Note: If you, as the applicant, will not be present personally during the letting, please give the name and telephone number of the person who will be supervising the function on your behalf.

Name:

Address:

Telephone Number:Emergency Number:

Signature:Date:

TABLE OF CHARGES

Charges for hire of facilities at the school are:

£per hour, minimum 1 hours

| Hire | Time | Days | One off hire | Hourly Rate (regular hire) | Full Day (8 Hours) |
|----------------------|--------------------------------------|-----------------|--------------|----------------------------|--------------------|
| Classroom | 3:30pm to 8:00pm | Monday – Friday | £12.00 | £10 | |
| | 9:00am to 8:00pm | Saturday | £18.00 | £15 | |
| Teaching Kitchen | 3:30pm to 8:00pm | Monday – Friday | | £20 | |
| Hall | 8.00am to 9.00am 3:30pm to 8:00pm | Monday – Friday | £30 | £20 | £200 |
| | 9:00am to 8:00pm | Saturday | £35 | £30 | |
| Astro/ Playground | 3:30pm to 8:00pm | Monday – Friday | £30 | £25 | |
| | 9:00am to 8:00pm | Saturday | £55 | £50 | £200 |

| | | | | | |
|--|---------|----------|--|--|------|
| Party Package Hall/Dining room/Astro | 2 Hours | Saturday | | | £120 |
|--|---------|----------|--|--|------|

| | | | | | |
|--|---------|----------|--|--|------|
| Party Package Teaching Kitchen | 2 Hours | Saturday | | | £120 |
|--|---------|----------|--|--|------|

Please note that charges are subject to annual review.

LETTINGS CHECKLIST FOR HIRER

| | Things to do | Tick when done |
|---|---|-----------------------|
| 1 | Read through: <ul style="list-style-type: none"> • schedule of charges • conditions of use • booking form | |
| 2 | Complete booking form | |
| 3 | Return booking form to school | |
| 4 | School will notify you whether the booking is available and, if so, will issue an invoice | |
| 5 | Pay the invoice promptly | |
| 6 | Provide the school with copies of: <ul style="list-style-type: none"> ▪ child protection policy and or DBS forms, as appropriate ▪ insurance certificate ▪ copy of all licences required ▪ payment of invoice | |
| 7 | Receive signed lettings contract from school | |
| 8 | Attend fire and alarm induction training (with site manager) | |
| 9 | Inform attendees of fire procedures and terms and conditions of use | |