

TWEEDDALE PRIMARY SCHOOL

POLICY FOR

LETTINGS

Review of the Policy

This policy was agreed by the Governing Body on:

15th June 2017

The policy will be reviewed by the Headteacher annually and by the Governing Body in June 2020 or earlier if required. The implementation of the policy is the responsibility of all staff and will be monitored by the Headteacher and Senior Management Team.

Signed: _____
Chair of Governors

Date: _____

Signed: _____
Headteacher

Date: _____

This policy sets out the terms and conditions for lettings at Tweeddale Primary School.

Object of letting and Law

The object of letting the school premises is to establish the school as a resource for the community. The use of the school premises is under the control of the Governing Body.

We aim to:

- Maximise the use of the school buildings and facilities to generate additional income for the benefit of its pupils and children.
- Promote lettings for Community Use.
- Ensure there are clear 'Conditions of Hire' and 'Charges'.
- Ensure insurance and Health & Safety requirements of lettings are met in full.

Local authority regulations

The Lettings Policy operates within the framework of the school's and Greenshaw Learning Trust's Equal Opportunities Policies.

Having regard to our duty under the Race Relations Act 1976 (but without prejudice to our duties under the Representation of the People Act 1983) the Governing Body will not let the school premises to individuals or 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.

Similarly, the Governing Body will not let the school premises to individuals or organisations seeking to glorify criminal activity or violent extremism or to promote extreme or narrow views of faith, religion, culture or other ideologies.

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

The final decision on compliance lies with the Governing Body.

Applicants complete an application/booking form and return it to the School Business Manager, allowing sufficient time for administration. On agreement, the school will send out Notification of Approval of letting together with an invoice, which must be paid in advance of the letting.

The person signing the application form on behalf of their organisation (known as the Hirer) is personally responsible for ensuring that all terms and conditions of our lettings policy are adhered to.

Management

Terms and conditions for the hire of the school premises are listed on Appendix A and the Application for Hire of Education Premises form is Appendix B.

All matters relating to the day to day lettings will be delegated to the School Business Manager/Premises Manager who will determine whether they are appropriate, consulting with the Headteacher and the Chair of Governors or Chair of the Resources Committee if required.

The School Business Manager is responsible for the management of lettings, undertaking the following duties:

Dealing with hirers, taking bookings, obtaining copy DBS/Insurance documents as appropriate

- Regular users will be required to make an application for hire on an annual basis.
- Ensuring the booking form (Appendix B) is completed and a Letting Agreement issued (Appendix C)
- For all school lettings, the form must be returned to the Business Manager c/o the school office.
- Fixing charges (in line with the charges agreed by the governing body).
- Issuing invoices, collecting charges and issuing receipts.
- Liaising with the Premises Manager.

Lettings must not cause any difficulty in the delivery of education.

The school's delegated budget will not be used to subsidise any lettings by community or commercial organisations.

Priority will be given to applications for educational purposes, and those with youth or local community involvement. If any application is considered to be potentially contentious, the School Business Manager will refer it to the Headteacher for determination. The Headteacher may decide to refer the application to the Governing Body.

NO APPLICATION WILL BE ACCEPTED IF IT IS CONSIDERED TO BREACH THE AIMS OF THIS POLICY.

Authorised Personnel

Key Holders: Premises Manager, Headteacher, Deputy Headteacher, Business Manager.

Charges for Lettings

The Governing Body is responsible for agreeing letting charges. The Resources Committee will review charges annually in the Summer to be effective from September 1st of that year. The schedule of charges is included in the agreement between the school and the provider.

Rates are given on the attached list (Appendix D).

All bookings are for whole hours.

PTFA will have access to use of the premises free of charge. Sub-letting of the premises to any individual is not permissible. Health and Safety terms and conditions for PTFA large events will be agreed between PTFA and the Premises Committee/Headteacher/Premises Manager e.g. Out of Pocket expenses (opening and closing premises).

Child Protection

We require all organisations providing services within the school, whose staff have access to the premises, to comply with our Child Protection policy. A transfer of control agreement will be put in place and a Letting Questionnaire (Appendix E) must be completed to ensure that all external bodies concerned have appropriate policies and procedures in place in regard to safeguarding children and child protection arrangements. It is their responsibility to ensure that their staff are suitably qualified and experienced and have undergone Disclosure and Barring Service (DBS) checks. We expect all organisations providing services within the school, to comply with our Child Protection policy. No adult without DBS checks can be involved in any **unsupervised** work with children in Tweeddale Primary School.

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 if outside school hours, to inform the Premises Manager. The Headteacher or Premises Manager will phone the borough Emergency Duty Team and give the hirer access to the contact information.

In addition to the general right of termination set out in our terms and conditions, the Governors specifically reserve the right to terminate this agreement with immediate effect if the user does not have these arrangements in place, and fails to take immediate steps to put them in place. In such circumstances the governors will not be liable for any loss financial or otherwise incurred by the user.

Security and Health and Safety

The Headteacher has delegated authority to the Premises Manger to determine the security risk for each letting and he will be responsible for allocating a continuous security presence or other control measure. Regular users may be provided with keys to the school through a nominated individual, added to the key-holder's register and undertake security and fire evacuation training by the Premises Manager.

The Premises Manager will ensure that hirers are made aware of the school's Health and Safety policy and Fire Emergency Plan (Appendix F).

The school will provide access to appropriate whole school policies including Health and Safety, Child Protection, Accident/Incident reporting.

Parking

The staff car park may be used for parking for lettings outside of school hours. The Hirer is responsible for the Health and Safety of all persons using the Car Park.

Courtesy to our Neighbours

The Hirer is responsible for ensuring that noise is kept to a minimum, both inside and outside the school at all times. Doors and windows must be kept closed if possible, particularly if music is played.

Declaration of interest

Any member of the governing body who has connection with or an interest in the application for the let of the school must declare this interest. That person must not take part in any of the decision on the granting of that let.

Complaints Procedure

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

A representative of the governing body (usually the Premises Manager) will discuss 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 hirer wishes to make a complaint:

All complaints should be raised and discussed with the Premises Manager who may forward the complaint to 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 Premises, Health & Safety Committee meeting. (If the matter requires 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 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.

Links to other policies

Health & Safety

Safeguarding

Lone Working

Charging

Mobile Phones

Equal Opportunities

Complaints Procedure

Disability Equality Scheme

Use of Camera

Anti Radicalisation

TERMS AND CONDITIONS FOR LETTING OF EDUCATIONAL PREMISES

All applications and correspondence relating to the hire of the school must be addressed to the School Business Manager/Premises Manager. All lettings are subject to the following conditions:

- All bookings must be made at least 21 days in advance and the payment made in full prior to the date of hire.
- All hirers must ensure that adequate insurance cover has been taken out for any activities undertaken whilst on the premises. The London Borough of Sutton offers insurance cover for hirers of educational premises to cover the hirer's third party liability. The premium (currently £3.00 per hiring) is added to the charges for hire and must be paid by the hirer except where the hirer is covered by the special arrangements for Parent Teacher Associations or registered youth organisations or can produce evidence of comparable cover. The hirer must take reasonable care to ensure that no accidents occur.
- The school cannot be held liable for injuries which occur on the premises.
- Thus the hirer shall indemnify and keep indemnified the school against all actions, claims and demands (whether on account of personal injury, damage or loss of property) which may be brought against the school on behalf of any person whose presence at the school is in any way connected with the use of the premises by the hirer and whether or not caused or contributed to by the school or any officer of the school.
- A Deposit of £20 or one third of the total hire fee, whichever ever is the greater, must be sent with the booking form. This is a security deposit and must be paid in addition to the hire charge. (This may be waived at the discretion of the Headteacher). **Payment must be made in full prior to the date of hire.**
- The booking is deemed to have been accepted as soon as receipt for this deposit has been issued (Please enclose a SAE).
- The deposit held in addition to the total hire charge is held as:
A non returnable deposit in case of cancellation.
A deposit against damages, breakages, or other expenses incurred by the school (such as additional cleaning beyond normal specifications etc).
This deposit is returnable no later than one week after the date of the hire less deductions as provided for in (vi (b)).
- Cheques must be made payable to Tweeddale Primary School.
- Cancellation: The school reserves the right to cancel any letting without notice where the school considers it necessary whether or not such necessity is within the control of the school. In this event all deposit and hire charges will be refunded to the hirer. The school will attempt in all cases to give as much notice as possible of cancellation. The school cannot be held liable to pay compensation for any loss or inconvenience as a result of arising from the cancellation of hiring.
- Cancellation of booking by the hirer one calendar month before the event does not incur any penalty and monies will be refunded. If less than one calendar month's notice is given money will not be refunded, except in special circumstances, at the discretion of the Headteacher.
- For safety reasons the number of persons allowed in the school must not exceed numbers notified at the time of hiring.
- All fire exits to be kept clear at all times.
- All entrances to the school to be kept clear of vehicles at all times.
- Cars are parked at the owner's risk.
- The Hirer must not sub-let to another party.

- The Hirer will be responsible for:

Any damage which may be caused to the school premises or its contents by any visitor or

Any loss or injury suffered by any person as a result of this hiring and the hirer shall indemnify the school in respect of any such damage loss or injury.

The behaviour of all their visitors at all times.

Removing all rubbish from the premises; if rubbish is left a reasonable charge will be made. The property must be reinstated to the normal condition. Tables and chairs are to be stacked or to be left as found in the absence of any other instructions and areas are to be left in a clean condition.

- No alterations to the electrical, water or gas installations are to be made for the purposes of or during a hire.
- No preparations are to be applied to the floor.
- No nails, tacks, screws etc. shall be driven into any walls, floors, fittings, furniture or structure or adhesive substances to them.
- Any violations of the above will constitute **grounds** for retention of all or part of the deposit and application for further payment will be made if required.
- All hirings of the respective areas include the use of furniture allocated to the area but exclude the use of other furniture without previous consent being given.
- All equipment and valuables brought onto or stored on the premises are done so at the hirer's own risk. The school accepts no liability (whether or not it results from the school's own negligence or default) for the loss of property of the hirer or any other person. The hirer should ensure that proper care is taken of any valuables.
- Sale of alcohol on the premises is strictly prohibited.
- No intoxicants may be brought onto or consumed on the premises without the consent of the School.
- No livestock may be brought on to the premises without the consent of the school.
- Bookings are not accepted for the purpose of providing Committee Rooms for a candidate at elections.
- The school reserves the right for any of its officials to enter any part of the school at anytime.
- The use of the accommodation for gambling or for games of chance, including bingo, is forbidden.
- The hire of halls for public meetings or dancing is restricted to the ground floor hall.
- The use of any preparation on the hall floor for dancing may be permitted after consultation with the Premises Manager but only on the understanding that the Hall is reinstated to its normal condition by the time it is required for normal use. The cost of any such preparation and restoration must be born by occupier.
- Gymnastic equipment: The hirer may not use any gymnastic equipment without previous permission from the school.
- The hirer must ensure that no one using the school and premises receives less or more favourable treatment on the grounds of their colour, gender, age, race, nationality, ethnic or national origin or for disability, marital status, sexual orientation, social class, religious belief or creed.
- The hirer is responsible for the preservation of good order during the period of hire and for the damage

that may be done to the fixtures and fittings, or structure or fabric during or in consequence of the hiring. In the event of such damage the school will make it good and the hirer, by acceptance of the hiring agreement subject to these conditions, shall be deemed to have undertaken, to pay the cost as certified by or on behalf of the school.

- The hirer will ensure that all noise, particularly music, is kept to a reasonable level, especially when vacating the premises after dark.
- All goods and articles along with equipment taken into the school for use during the hiring must be removed by 12:00 midnight or stored in the areas agreed at the end of each day's use. The premises must always be vacated by 12:00 midnight.
- Any movement of furniture required must be undertaken by the hirer under the direction of the premises manager. Any items of furniture removed must be returned to their original position before the end of the letting.
- Seating accommodation in the rooms booked may be used by the hirer, but the hirer must make his/her own arrangements for any additional chairs, tables, etc. required for the letting, and for removing them before the school re-opens on the following day.
- Where any use involves the erection and/or dismantling of a stage, this will be carried out by the hirer under the supervision of the site manager.
- No furniture or apparatus is to be used without prior permission. The hirer must report any damages which must be paid for.
- Hirers will have access only to the particular rooms let to them, but where practicable, the use of a cloakroom and WC will be made available.
- As a condition of a let involving primary age or younger children the school will require all hirers to distribute a letter to parents disclaiming any responsibility on the school's part for running the let or any endorsement of the let. Parents will not be permitted to remain on site during the let unless accompanying their child as part of the hirer's event.
- Entertainments :
 - Conditions of Copyright: If any copyright music or a copyright stage play is performed any necessary consent of the copyright owners or their agents must first be obtained. (The Performing Rights Society Ltd., Berners St. London W1 acts as agents for composers, authors and publishers of music and any enquiries should be made of this society regarding payment of music copyright fees.
 - Entertainment Licence: The premises may not be used for entertainment open to the general public which requires an Entertainment Licence or unless an occasional licence has been obtained in respect of the hiring.
 - Notes of Entertainment Licences: Are necessary for premises used for the following kinds of entertainment:-
 - Public music
 - Public dancing (i.e. dancing by performers or the public)
 - Private music promoted for private gain (i.e. for person's own pocket and not for school, college or institutional funds)
 - Public performance of plays
 - Film exhibitions (including video but not live television) to which the public are admitted on payment
 - Film exhibitions for private gain unless the sole or main purpose of the exhibition is to demonstrate any product, to advertise any goods or services to provide information, education or instruction.
 - Public exhibitions of boxing or wrestling other than exhibitions provided by:
 - Members of the Scout Association or of any organisations constituted by the Scout Association in pursuance of their charter
 - By a school
 - By a bona fide association, club, society or hospital not carried out for profit.

- The hirer must comply with the school's health and safety procedures, including the school's fire procedures, no smoking policy (which states no smoking or 'vaping' anywhere on site, including the car park). This information shall be passed to the hirer before entry is given to the building.
- The hirer shall be responsible for ensuring suitable first aid cover for all events they hold.
- The hirer will ensure they have access to a telephone to call the emergency services should the need arise.
- The hirer's signature on the application form confirms his/her agreement of the above conditions of booking and all other aspects of the school Lettings Policy. You are advised that you must adhere to the times agreed as stated in your letting agreement.

TWEEDDALE PRIMARY SCHOOL

APPLICATION FOR HIRE OF EDUCATIONAL PREMISES

Before completing this form the applicant should read the terms and conditions governing the letting of educational premises.

This application must be submitted not less than 21 days before the date applied for

1. APPLICANT	
Name of Applicant (Mr/Mrs/Miss/Ms)	
Address	
Tel No. Home :	Work:
Email address:	
Name of Organisation	

2. ACCOMMODATION				
Educational premises required				
Day(s)/Date(s)				
Times: From :	To: am/pm am/pm			
Please tick accommodation required below and state number of rooms needed where applicable :				
Hall(s) <input type="checkbox"/>	Classroom(s) <input type="checkbox"/>	Kitchen <input type="checkbox"/>	Playground <input type="checkbox"/>	Gym <input type="checkbox"/>

3. USE OF ACCOMMODATION	
Purpose of hire of premises	
Estimated number attending	
Is it proposed to make any entrance charge, or collection, or to admit by programme only for which a charge will be made?	YES / NO
If YES please state reason	
Does the applicant intend to be present during the period of the letting?	YES / NO
If NO please state name and address of person over eighteen years of age who will attend and assume responsibility for the letting	

4. DECLARATION BY APPLICANT	
I undertake to accept the conditions governing the letting of educational premises, to pay the prescribed charges and to arrange for adequate supervision during the period of the letting. I further undertake to reimburse the cost of making good any loss or damage to council/school/college property arising from the hiring. I am over eighteen years of age.	
Signature of Applicant:	Date:
Name of Applicant (Please Print).....	

Further requirements

Car Parking	Yes / No	Chairs/Tables	Yes / No
Piano	Yes / No	Toilets	Yes / No

Please state any other items required: _____

Are you a registered youth group? Yes / No

Are you a voluntary organisation? Yes / No

Approx. number of people involved _____

Will the function include a public entertainment Yes / No

Will a charge be made for admission Yes / No
(If yes to what purpose will the proceeds be put?)

Have you previously applied for a letting of a school premise? Yes / No

If yes is a renewal of a regular letting Yes / No

Is it intended to serve alcohol? Yes / No

(The sale of alcohol is strictly forbidden)

PLEASE RETURN ONE SIGNED COPY TO THE SCHOOL BUSINESS MANAGER
21 WORKING DAYS PRIOR TO START OF LET

NOTIFICATION OF APPROVAL OF SCHOOL LETTING

REF:-

NAME & ADDRESS OF HIRER :-

DATE:-

Tel No:-.....

Your application for the hire of school premises has been approved as follows, subject to the terms and conditions attached.

Tweeddale Primary School

Date(s):

Time from:

to:

Accommodation:

Organisation and Purpose:

In the event of cancellation or any variation in the time of the booking, it is essential that you should inform the school as soon as possible.

The Hire Charge is made up as follows:-

£

.....
.....
.....
.....
.....
.....

LBS insurance @ x no. of sessions _____

*Invoice to follow/*please pay total amount

*Cheques should be made payable to Tweeddale Primary School

Signed on behalf of Tweeddale Primary School

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Date:..... Distribution: Top copy Hirer/Second copy
Premises Manager/Third copy File

CHARGES FOR LETTINGS

TWEEDDALE PRIMARY SCHOOL

September 2017 - August 2018

- All lets are subject to £3.00 fee per session for Hirers Liability Insurance arranged through London Borough of Sutton. (If hirers wish to arrange their own insurance this must have a minimum £5 million cover) Proof of cover will be required.
- Additional charges may be incurred if bookings run over time, additional cleaning is incurred or there is damage to property.
- Charitable organisations may receive a discount, at the discretion of the Headteacher or Governors.

	Area	
Hall/Gym and Playground	Hall / Gym/Playground up to 10.00 pm	£36.00 per hour per area
Hall/Gym and Playground	Hall / Gym/Playground after 10.00 pm until 12 midnight	£50.00 per hour per area
Classroom	Use of Classroom	£20 per room per hour
Classroom with Hall/Gym	Use of Classroom when booked with Hall or Gym	Additional charge of £10.00 per classroom per hour
Affiliated Youth Groups	Affiliated Youth Groups e.g. Little League Football, Brownies, Guides	£22.00 per hour per room/area
Parents Association	Out of pocket caretaker expenses Open/Close	£36.00
LBS Insurers	Insurance – A standard charge is made to cover third party liability & damages to premises indemnities which have to be given by the hirer under the letting regulations	£3.00

For Commercial Lettings there will be a 10% administration charge

LETTING QUESTIONNAIRE – POLICIES AND PROCEDURES

What is the nature of your letting:	
Are you Ofsted registered? If your letting has children under age 8 attending it must be Ofsted registered	YES / NO If yes please provide school with evidence.
Do you have a child protection procedure, policy and training in place?	YES / NO If yes please provide the school with a copy.
Do you have recruitment and vetting procedures in place which adhere to the Safer Recruitment requirements 2007?	YES / NO If yes please provide the school with a copy.
Are all your staff/volunteers/adults DBS and recruited and vetted adhering to the Safer Recruitment requirements 2007?	YES / NO If yes where do you keep your central record?
What are your procedures, training and vetting arrangements for your staff, appropriate child/adult ratios and contingency arrangements in place for emergencies or the unexpected e.g parents not turning up to collect children. Please provide copies of procedures or give details.	
SIGNED:	
DATE:	
PRINT NAME AND JOB TITLE	

FIRE EMERGENCY PLAN

The organiser should make themselves and their team aware of the call points and which emergency exits are open in the evenings.

- On discovering a fire an adult must activate the fire alarm by using the nearest call point (break glass).
- Hirers must guide people to evacuate the building, through the nearest exit, and walk to the car park entrance on Tweeddale Road and begin roll call or head count – closing doors on way out, if possible.
- Do not re-enter the building until instructed to do so by a fire brigade officer or Premises Manager.
- Hirers will take personnel lists to assembly points.
- All Hirers must carry out a Fire Drill regularly to ensure their staff know the evacuation procedures.
- In the event of a false alarm, please advise the Premises Manager / Headteacher immediately so that they can contact Civic Offices to advise them there is no fire and the fire brigade are not needed. There may be a considerable charge (currently £299.00), otherwise.