



## Lettings Policy

Policy Creation & Review	
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## Ellen Wilkinson Primary School Lettings Policy

### **1. Introduction**

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 are not subject to the charging elements of this policy. A copy of the Booking & Usage Conditions and this policy will be sent with the application form to the Hirer when the initial enquiry is made.

### **2. Categories of Lettings**

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

- a) Community and Leisure Learning (e.g. scouts, additional learning)
- b) Private (e.g. Wedding Receptions)
- c) Commercial

### **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**

- a) Application forms, available from the school, should be submitted to the Finance & Facilities Officer 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 both 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 copy of the booking form to the Hirer with the school's authorisation section completed.
- b) All applications will be considered on their merits, taking into consideration the suitability of the activity.
- c) 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
- d) 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. Booking Times**

- There will be no access to the premises before the commencement of the period. Hirers must allow sufficient time for preparation before the event when booking the time of the lettings
- Hirers must have left the premises by the end of the booked period. Sufficient time must be included to allow for clearing away and for all participants to leave the premise by the end of the booked period.
- Availability of premise is negotiable. Please contact the school to find out the current hours of access.

## **7. Cancellations**

- a) The school must be notified of any cancellation at least 4 weeks prior to the date of let. However, notification at the earliest possible time is appreciated.
- b) Where notification is given to the school at least 4 weeks prior to the date of the letting, the booking charge will be refunded in full apart from the set administration charge. Your custom will be welcomed again at any time in the future.
- c) Where notification is given to the school between 2-4 weeks prior to the arranged date of the letting, the hirer will be entitled to a 50 refund only.
- d) Where notification of cancellation is given less than 2 weeks prior to the arranged date of the letting, the hirer will not be entitled to any refund.
- e) Where a cancellation is made by the Governing Body of the school, the hirer will be entitled to a full refund. The Governing Body will endeavour to notify the hirer at the earliest possible moment, 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.
- f) Please note:
  - The above conditions apply for cancellation of total or part of a booking.
  - Where the Hirer makes a permanent cancellation during the course of a letting agreement, the Hirer will receive a refund for any outstanding sessions but no compensation will be available. The administration charge will still stand.

## CONDITIONS OF USAGE

1. Any movement of furniture required must be undertaken by the hirer under the direction of the caretaking staff of the school. No furniture or apparatus is to be used without prior permission.
2. The authorised hirer is responsible for those attending the function and in particular for leaving the site in a quiet and orderly fashion by the time stated in the booking agreement.
3. Where car parking is required, the hirer must undertake the proper stewarding and control of the parking area in collaboration with the police where necessary. The hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles.
4. No alcoholic drinks may be consumed or brought onto the premises unless written permission has been applied for and received from the Governing Body. No alcoholic drinks may be sold without a magistrate's license, and this must be shown in advance to the Governing Body. Safety regulations require that no alcoholic drinks are stored or consumed in the kitchen area.
5. The hirer is responsible for the protection of the premises from damage, for the good behaviour of all associated users, and ensuring that alcoholic drinks, where permitted, are consumed in moderation when brought onto the premise for a function.
6. The hirer is responsible for ensuring that all areas are left clean and tidy as found. This includes all outside areas as well as indoor areas. If this is not found to be the case the hirer will be charged a penalty sum to cover costs of any repairs or cleaning required.
7. No school staff are permitted to accept hospitality gifts, either cash or in kind, at any time. We request that no gifts of this nature are offered.
8. The school's No Smoking Policy must be adhered to at all times.
9. Bookings can only be accepted when caretaking staff of the school is available to undertake the additional duty.
10. The hirer shall have public liability insurance with an appropriate minimum indemnity, and shall agree to indemnify the school against any claim other than that arising out of the negligence of the school. The Hirer shall produce evidence of insurance prior to the event. Alternatively, the hirer must take out public liability insurance cover with the Local Authority at a cost of £2.50 as part of their booking agreement.
11. The hirer will adhere to all aspects of the lettings policy at all times through the procedure of applying for and accepting a let on our premises.
12. 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 all regulations set out in the Children Act 1989, including those of registration with the relevant registering body.
13. The hirer's signature on the application form confirms his/her agreement of the above conditions of booking and all other aspects of our school Lettings Policy.
14. The hirer will adhere to all Health and Safety requirements as required by the school.
15. No stiletto heels or similar objects are allowed in the gym/hall area.
16. No food or drink is allowed in any area except designated social areas unless prior written permission has been granted.

## CONDITION OF BOOKING

1. The use of our school premises is permitted by the Governing Body on the understanding that the following rules are adhered to at all times.
2. Once you, the Hirer, have accepted a permit to use the school premises, you are automatically bound by terms and conditions of usage of the premises. The Governing Body have the right to vary these terms and conditions at any time.
3. The person signing the application form, on behalf of their organisation, (then known as the Hirer) is personally responsible for ensuring that all terms and conditions of our lettings policy are adhered to.
4. The requirements of the school Governing Body on or in connection with the issue of licenses for public dancing, music or any public entertainment must be strictly fulfilled. As those licenses lay down stringent regulations, the hirer must study the regulations of the Local Education Authority on the issue of licenses for such purposes. A copy of the regulations and requirements can be obtained on application to the Local Education Authority or the Governing Body.
5. If a hirer is uncertain as to the application of any of the licensing regulations, he/she should obtain further information from the Licensing Officer of Newham Council. (A hirer who is organising events for children must have regard for the requirements of The Children Act 1989, and must either accept the School's Child Protection Policy or provide a suitable and documented policy of their own.
6. The hirer shall indemnify and keep indemnified the respective bodies and persons from and against all loss and damage which the Council, School or the Governing Body or any property belonging to or under the control of the Council, the School or the Governing Body, may sustain or incur by reason of the permission to use the premises or otherwise arising out of or in connection with such user, including cost of replacement and reinstatement and the damage to the property of, or the bodily injury or death of any person or persons.
7. The Governing Body will not accept responsibility for any loss of or damage to any property owned by any person using the premises during the period of the letting. Property shall be brought on to the premises at the sole risk of the owner.
8. The hirer is responsible for ensuring that they are acquainted with, and ensuring all users are aware of, the school's fire precautions, evacuation drills and arrangements. The hirer should undertake and complete a fire drill at least once per year. In addition, the hirer must make sure that all users are aware that they are solely responsible for the security of their personal property, and should put a sign up to this effect. If tickets are issued for any event, this statement should also be printed on the ticket.
9. The hirer is responsible for informing the Governing Body, of any person sustaining injury or loss on the school premises during the period of the lettings. This information must be presented in writing to the Governing Body within 24 hours of the event. Any further information required by the Governing Body must be made available on request.
10. No intoxicating liquor shall be brought or consumed on school premises or any part thereof except where approved by the Governing Body. It is the responsibility of the hirer, on behalf of the recognised organisation, to obtain any necessary license for the sale of intoxicating liquor.
11.
  - a) No musical works in the repertoire of the Performing Right Society may be performed in public on the premises except on payment to the Society of the appropriate fee.
  - b) No lecture, play, opera, dramatic or musical or other work in which a copyright subsists shall be delivered or performed on the premises unless the consent of the owner of the copyright has been previously obtained by the hirer and all necessary fees paid. No performance of any gramophone or other record in which any copyright subsists shall be given on the premises unless the previous consent of the Phonographic Performance Ltd., or other owner of the copyright has been obtained by the hirer and all necessary fees paid. The hirer must make his/her own inquiries as to the existence of any such copyright as aforesaid. Proof of permission to use the piece of work may be required by the Governing Body of the school at the time of booking.
  - c) The hirer shall indemnify and keep indemnified the Head Teacher and the Governing Body from and against all costs, claims and demands which may be made against the Head Teacher or the Governing Body for any breach or infringement of copyright.
12. The Head Teacher or the Governing Body may cancel any permission granted to use the premises:-
  - a) If it should appear that the same or any part thereof will be required for public or official purposes whether of the Head Teacher or Governing Body or otherwise or by any Body or person having a statutory right of user.
  - b) If any damage has been caused to the premises or to any property of the School thereon by reason of any previous use of the premises by the person or body now wishing to use the premises.
  - c) If breaches of the requirements of the Council's licensing conditions or of the Justices in connection with public dancing, music or other public entertainment's occur.
  - d) If, for any reason, the Head Teacher or the Governing Body deem it necessary or expedient to cancel the license or permit.
  - e) If, for any reason, the school is closed, no compensation shall be payable by the Head Teacher or the Governing body, to the hirer or any other person by reason of any such cancellation. Any fees paid to the Governing Body in respect of a permit which is subsequently cancelled by the Head Teacher or the Governing Body will be refunded unless the cancellation is by reason of damage having been caused.
  - f) If it is felt that the premises are being used by extremist groups to propagate beliefs which could potentially undermine community resilience and social cohesion in the borough.

- 13 It is the responsibility of the hirer to ensure that any area of accommodation used in the course of the letting is left in the condition in which it was found and is maintained in a safe condition during the letting.
14. No person under the age of 16 years is permitted on the premises without adequate adult care and supervision.
15. The right of access to all parts of the school premises whether or not included in the permission for use is reserved to the Head Teacher, or any officer authorised by them or any of them and the hirer shall not obstruct or interfere with this right.
16. It is the responsibility of the hirer to ensure that any electrical equipment brought into the school premises has been subject to a Portable Appliance Test (PAT) by a competent individual, and if required they can provide a valid test certificate. The Head Teacher, or any officer authorised by them, reserve the right to prevent the use of any equipment for which such a certificate is not available.
17. Furniture, including chairs, must not be removed from the school premises or taken for use either on the playing field or playground or in any other building outside the school unless prior permission has been applied for and granted by the Head Teacher.
18. No advertising may be placed in any area of the school premises without the direct permission of the Head Teacher of the school.
19. If the terms and conditions of hiring are contravened in any way, the Governing Body reserves the right to cancel any permission for further

**APPLICATION FORM FOR THE USE OF ELLEN WILKINSON  
PRIMARY SCHOOL PREMISES**

This form is to be completed by the person responsible, on behalf of the hirers. It is understood that this person will be responsible for the payment of all charges relating to this booking and will ensure that all aspects of our lettings policy are adhered to at all times.

ACCOMMODATION REQUIRED	TIME		DATES	TOTAL HOURS	COST PER HOUR	TOTAL COST
	FROM	TO				
DISCOUNT (WHERE APPLICABLE)						
ADMINISTRATION CHARGE						
PUBLIC LIABILITY INSURANCE						
RETURNABLE DEPOSIT						
<b>TOTAL COST</b>						

Name of Organisation
Nature and object of meeting
Will any copyright material be used?
Estimated number of people to be present
Estimated number of children under 8 years to be present
Will all persons be members of the Organisation?

<b>FOR OFFICE USE ONLY :</b>	£	
Cancellation costs		
Additional administration (amendments)		
PERMIT NO.	INVOICE SENT	PAYMENT RECEIVED