



Lettings Policy

Person responsible for the policy	School Business Manager
Date reviewed and shared with staff	July 2019
Date to be next reviewed by staff	
Date ratified by the Governing Board	
Date to be reviewed by the Governing Board	
Signed by Chair of Governor:	Signed by Head Teacher:

Our policy is to encourage greater community use wherever possible and reasonable to do so and having full regard for the Law, health and safety at work act 1974 and other relevant Local Authority policies and procedures.

PREMISES **In this agreement the use of the word ‘premises’ means the accommodation hired, any ancillary accommodation used (e.g. toilet, means of access)**

All lettings will be subject to:

- The agreement of the Head Teacher\Governing Body as appropriate.
- Economies of use.
- Control of noise and disturbance to neighbours.
- Availability of Site Supervisor\cleaning staff, having regard for maintenance work, Bank Holiday entitlement, the school’s general financial situation and other factors the Staff and Governors deem relevant.
- Site Supervisor control is essential throughout.
- Each application to be considered on its merits and the suitability of the school premises to accommodate same.

1.0 APPLICATION

1.1 All applications for lettings are to be made, after viewing, by completing the letting application form (Appendix A) and submitting it to the Head Teacher who will then consult the Site Supervisor and the Chair of governors. Notification will be issued within seven working days as to whether the let is agreed. The Head Teacher reserves the right to request further information of any proposed letting.

1.2 The person who applies for the accommodation will be deemed the hirer and must be over 18 years of age. The Hirer shall be the person who signs the form of application and shall be responsible for the payment of the hiring charge and for the observance of the terms of the application.

1.3 The Governing Body reserve the right to refuse any application for hire.

1.4 Animals with the exception of dogs for the blind are not permitted on school premises.

2.0 PROHIBITED USE

2.1 To safeguard the best interests of the school communities and to protect the fabric of school premises the Governing Body, as advised by the LA, will not allow the use of school premises for meetings, gatherings or fundraising events for political purposes. The only exception would be if the premises were to be used for the purpose of elections.

3.0 CHARGES

3.1 The scale of charges is set out in Appendix B

3.2 If the letting is agreed, a refundable deposit of £250 must be paid upon notification. Hirers may cancel or postpone the use of accommodation they have booked. The following amounts will be deducted from the deposit upon cancellation:

3 months or more before agreed let: £50

2 months before agreed let: £150

1 month before agreed let: £200

If cancelled by the school full reimbursement of charges will be made.

3.3 Payment by cheque be accepted but booking will not be finalised until the cheque has cleared the school bank account. Any unpaid balance of the charge should be paid as soon as possible, and no later than 21 days before the letting.

3.4 On successful completion of the letting and satisfactory report from the Site Supervisor, the letting deposit will be refunded in full within 30 working days following the function. If additional costs are incurred, in circumstances as set out in these conditions, these will be deducted from the deposit. This will not affect the rights to recover sums for additional costs in excess of the deposit.

3.5 The right is reserved to refuse access to the premises hired if the whole of the charge has not been paid.

3.6 Any hire of school equipment that is arranged by the school may incur additional charges.

3.7 It may be possible for internal agencies to pay by direct transfer of charges. If a let by an internal agency is accepted without a refundable deposit in place, all additional costs incurred will be met by the hirer, if it is deemed as a direct result of the let.

4.0 CAPACITY LIMITS

4.1 Safe capacity of the areas designated for letting are:

	<u>STANDING</u>		<u>SEATED</u>
Main Hall	400	or	200

This is subject to the nature of the booking.

An activity plan must be submitted upon application where necessary.

4.2 On Site Car Parking is limited and conditions of use will be discussed prior to the let, if agreed, and is subject to the Site Supervisor control throughout.

5.0 ALCOHOL

5.1 Alcohol **is not** permitted on the premises without prior consent of the Governors, and where agreed, an occasional licence must be obtained and a copy submitted to the Governors no later than 14 days before the letting.

6.0 LOSS OR DAMAGE / LIABILITY

6.1 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 schools insurance.

The Hirer shall indemnify the Governing Body against all actions, proceedings, claims and demands whatsoever which may arise as a result of the hiring.

6.2 No item shall be brought onto the premises, which is likely to cause damage to the structure, finishes and covering of the building.

6.3 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.

6.4 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.

7.0 HOURS OF LETTING

7.1 Hours of letting are as follows:

Evenings (Times TBA)
Saturdays
Sundays

7.2 Normally lettings will be booked according to sessional basis, which is based on the following:

Period	Session
Weekends	Minimum 4 hours

7.3 The above times are final. Functions should cease 30 minutes before stated finish time to enable clearing up to take place.

8.0 REMOVALS OF ARTICLES

8.1 Caterers, contractors and others employed to supply refreshments, decorations etc., will be required to remove and clear away all their articles and property before the letting terminates. Hirers are required to give their caterers/contractors notice accordingly. This also applies to any excess refuse generated by the let.

9.0 LICENCES

9.1 It is the hirer's responsibility to ascertain and obtain if necessary a music/dancing/entertainment/theatre/cinematograph/liquor licence from the appropriate section of the London Borough of Newham.

10.0 ENTERTAINMENT PROGRAMME

10.1 The hirer shall supply the Head Teacher with a copy of any programme of any entertainment to be given during the letting for approval, if requested.

11.0 ADVERTISING

11. 1 No advertising material relating to activities in the premises will be permitted without the express permission of the Head Teacher/Governing Body as appropriate.

12.0 SMOKING

12.1 Smoking is not permitted anywhere on the School site. It is the responsibility of the hirer to ensure this is complied with at all times. Smoking outside or near to the School entrance is also not permitted.

13.0 COMPLAINT

13.1 Any complaint must be made in writing to the Chair of the Governing Body, which will be investigated in accordance with the School complaint's policy. In any matter arising from such a complaint the Governing Body's decision is final.

14.0 POLICY AMENDMENT AND REVIEW

14.1 The Governing Body reserve the right to amend the Letting Policy as and when necessary.

14.2 This policy will be reviewed as required.

15.0 GAMBLING

15.1 Gambling must not take place on school premises without the express permission of the Governing Body in writing and except in accordance with

the conditions of the Gaming Act 1958.

16.0 UNOFFICIAL LETTINGS

16.1 Unofficial or substitute lettings are not permitted.

17.0 RIGHT OF ENTRY

17.1 The Governing Body or those delegated by the Governing Body reserve the right to enter the premises at all times.

18.0 PRESERVATION OF ORDER

18.1 The Hirer is responsible for the preservation of good order during the letting, any immoral or lewd behaviour will not be accepted or condoned. The Hirer is responsible for any damage incurred to the school property or Premises in consequence of the letting. In the event of such occurrence, the Hirer will be responsible for any repair or replacement costs.

19.0 SCHOOL FURNITURE, PROPERTY AND EQUIPMENT

19.1 School furniture, property and equipment must not be moved or used except by arrangement. Nails, tacks or screws etc must not be driven into walls, floors, ceilings, furniture or fittings.

20.0 HEALTH AND SAFETY

20.1 All lettings to be carried out in accordance with Calverton Primary School Health and Safety Policy.

20.2 Flammable materials must not on any account, be used for decoration or other purposes on the School Site.

20.3 A designated person (normally the Site. Supervisor) will provide information regarding the School Health and Safety requirements prior and whilst the letting is in progress. The Hirer must then ensure the relevant information is made available to users; Caterers/Contractors.

20.4 The hirer accepts that he/she should familiarise himself with the position of the escape routes, fire alarms and fire fighting equipment. Notices regarding the procedures, in relation to action in the event of a fire, should also be studied and the information disseminated. The hirer also accepts they are responsible for the first aid provision during the letting.

20.5 The hirer is responsible for the preservation of good order during the letting and for ensuring that no offensive acts take place upon the premises.

Appendix A

APPLICATION FOR HIRE OF ACCOMMODATION
Calverton Primary School

NAME :

ADDRESS:.....

TEL. NO:.....GROUP/ORGANISATION:.....

POSITION IN GROUP:.....

DATE(S) OF USE:.....

PUBLIC/PRIVATEFUNCTION ADMISSION CHARGE: YES/NO

PURPOSE OF ACCOMMODATION:.....

Accommodation	From	To	
Main Hall			Is Food And Drink To Be Served? YES/NO
			Caterers Name & Address :
			Number of People In Attendance, Inclusive of Children

I declare that I have viewed the accommodation available at Calverton Primary School in connection with my hiring of the premises on..... together with means of escape, fire exits and toilet facilities and they are to my satisfaction.

I HEREBY AGREE to be bound by, and conform to, the Regulations and Conditions of Lettings, a copy of which I acknowledge to have received, and to indemnify the Governing Body in accordance with these conditions. I acknowledge that I have been informed that I, or the organisation on whose behalf I am making this booking, should have insurance to cover public liability as the booking is not covered by the schools public liability insurance. **I DECLARE** that I am 18 years of age / or over and that the booking is not made on behalf of or in the interests of a prohibited organisation as set out in the regulations.

Name:Signed:.....

Date:

**CALVERTON PRIMARY SCHOOL
APPROVAL OF LETTING**

1. The Site Supervisor will be available **YES/NO**

Signature of Site Supervisor:

A Relief Site Supervisor will be available **YES/NO**

2. Agreed on behalf of the Governing Body.

Signature of Head Teacher:

FOR COMPLETION BY SCHOOL OFFICE

	Amount	VAT	Total
Refundable Indemnity Deposit			
Letting Fee £65.00 per hour			
Amount Collected			
Additional Cleaning Costs			
Damage /Breakage Costs			
Sub Total			
Less Refund of Deposit			
Total Income			

Final Account

Vat Amount	£
Net amount credited to School's Income Budget	£
Additional	£

Appendix B

SCHEDULE OF CHARGES

AREA	FRI & SAT	SUN
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MINIMUM OF 4 HOURS HIRE ON SATURDAY OR SUNDAY

ALL CHARGES ARE PER HOUR AND ARE PLUS VAT @ 20%

PER HOUR CHARGES = £50.00 PER HOUR

ALL LETTINGS ARE SUBJECT TO £250.00 DEPOSIT - UNLESS THEY ARE SUBSIDIZED BY THE LA COMMUNITY EDUCATION DEPARTMENT.