

South Norwood Primary School



Lettings Policy and Conditions of Hire

Review July 2024

Next review July 2026

Lettings Policy

1. Introduction

The Governing Body controls the use of the school premises both during and outside school hours.

The Governing Body regards the school buildings and grounds as a community asset and will make every effort to enable them to be available for the delivery of extended services including community use.

The Governing Body welcomes the opportunity to work with partner organisations in extending the range of opportunities to help children and young people achieve their full potential by engaging with services meeting the wider needs of children, young people, families and the local community. The Governing Body acknowledges that extended services, including community services, support and compliment the main teaching and learning activity within the school and contribute towards raising standards. However, we would ask that partners note that schools, by their very nature, may be more constrained than many other organisations in responding to lettings requests.

A charge will normally be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the *actual* cost to the school of any use of the premises must be reimbursed to the school's budget where those activities are not directly aimed at raising pupil attainment and achievement.

2. Definition of a Letting

A letting may be defined as *"any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of 'Weight Watchers')"*.

A letting must not interfere with the primary activity of the school, which is to provide a high standard teaching and learning environment for all its pupils.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings, out of school hours learning / study support activities or any other extended services which support the raising of attainment and achievement, fall within the corporate

life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

3. Charges for a Letting

The Governing Body is responsible for setting charges for the letting of the school premises. A charge may be levied in order to cover the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) - including "on-costs";
- Cost of administration;
- Cost of "wear and tear";
- Cost of use of school equipment (if applicable);
- Profit element (if appropriate).

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations/partners involved.

The specific charge levied for each letting will be reviewed no less than annually by the Governing Body (or as delegated for Committee determination). This review will preferably take place during the spring term, for implementation from the beginning of the next financial year, with effect from 1st April of that year. Current charges will be provided in advance of any letting being agreed. A Charging Tariff may be established to ensure that access is affordable for particular individuals and groups.

4. Management and Administration of Lettings

The Head of School is responsible for the management of lettings, in accordance with the Governing Body's policy. The Head of School may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Head of School has any concern about whether a particular request for a letting is appropriate or not, s/he will consult with the Chair of the Governing Body or Chair of a Governing Body Committee which has been given delegated authority to determine the issue on behalf of the Governing Body.

5. The Administrative Process

Organisations seeking to hire the school premises should approach the Head of School (or delegated officer) who will identify their requirements and clarify the facilities available. An **Application for Hirer Form** (a copy of which is attached to this policy) should be completed at this stage. The Governing Body has the right to refuse an application, and interested parties should be advised that no letting should be regarded as "booked" until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved by (or on behalf of) the Governing Body, a Hire Agreement will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions. The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting as appropriate in accordance with the Governing Body's current scale of charges.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address.

All lettings fees, which are received by the school, will be paid into the school's bank account, in order to offset the costs of services, staffing etc (which are funded from the school's delegated budget). Income and expenditure associated with lettings will be regularly monitored and reported to the Governing Body.

6. Safeguarding

Any organisation submitting a lettings request involving working with children and/or young people must submit to the school a signed copy of their current Child Protection Policy and details of all DBS certificates for those staff working, or likely to work, at the school.

TERMS AND CONDITIONS FOR THE HIRE OF THE SCHOOL PREMISES

Definitions

In these conditions of hire the following expressions shall be used:-

- 'the School' means South Norwood Primary School, 34 Crowther Road, South Norwood, SE25 5QP
- 'the Governors' means the Governing Body of the School or authorised representative
- 'the Premises' means the facilities at the School in part or whole.
- 'the Hirer' means 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 Hire Charge' means the charge made by the Governors for the hire of the Premises.
- 'the Period of Hire' means the period during which the Hirer is entitled to use The Premises.

Application Form

- Applications for hire must be made in writing on the prescribed form available from the School.
- The Hirer must be over 21 years of age
- Where an organisation is hiring the premises, the organisation and its members shall be jointly and severally liable.
- The Governors reserve the right to refuse any application without stating reasons.

Status of the Hirer

Lettings will not be made to persons under the age of 21, or to any organisation or group with an unlawful or extremist background. The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

If a particular letting involves contact with young people or vulnerable adults then -

- All individuals engaged in connection with the provision of the activities are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate. The Hirer shall monitor the level and validity of the checks for each such individual, and provide the school with valid certificates, and immediately notify the Governors of any information that they reasonably request to enable them to be satisfied that these obligations have been met.
- At all times, for the purpose of any letting, the Governors have no reason to believe that any person who is or will be employed or engaged by the Hirer in the provision of the activities involving young people or vulnerable adults is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made there under, as amended from time to time.
- The Hirer agrees and undertakes to refer information about any person carrying out activities with young people or vulnerable adults to the DBS where it removes permission for such a person to carry out the activities (or would have, if such person had not

otherwise ceased to carry out the activities) because, in its opinion, such a person had harmed or poses a risk to children or vulnerable adults.

- The Hirer shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out regulated activities or who may otherwise present a risk to children or vulnerable adults (as defined in the relevant legislation)
- The Governing Body will require evidence of appropriate qualifications for hirers using facilities for specific activities
- Where the activity is for example an after school sports club, sports coaches must also follow the Local Authority Guidelines for Working in Schools.

Priority of Use

The Head of School or person with designated responsibility will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

Attendance

The Hirer shall stay on the Premises until the Premises are closed by the Caretaker or appointed Official. A contact telephone number will be provided for use in the event of an emergency.

The Premises must be vacated by the agreed time. Failure to do so will incur a charge of £10.00 per 30 minutes of part thereof and will be invoiced accordingly.

The Hirer shall leave the premises in a clean and orderly state. Failure to do so may result in Governors arranging for the premises to be cleaned and the costs will be charged to the Hirer.

Behaviour

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

Public Safety

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the Hirer must adhere to the correct adult/child ratios at all times. The hirer shall be informed of the maximum number of attendees for each venue at the time of hire application.

In the event of an emergency, all occupants must leave the school by the nearest exit and assemble at the venue area as advised to them by the Hirer. The Hirer is responsible for familiarising themselves with emergency exits and must ensure that participants are aware of emergency evacuation procedures and assembly points. It is good practice to carry out emergency evacuation drills at suitable intervals. The Hirer must, at all times whilst participants may be on site, have immediate access to participants' emergency contact details, and have access at all times to a mobile phone.

Own Risk

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

Damage, Loss or Injury

The Hirer warrants to the Governing Body that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £5 million. The Hirer must produce the appropriate schedule of insurance cover before the letting can be confirmed.

Neither the school, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the activities undertaken and supervision thereof during the letting of the premises.

School will inform the Hirer of any areas within the scope of the letting arrangements where asbestos has been identified, if there is a foreseeable risk of potential damage arising from the specific hire use of the building.

Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

School Equipment (including furniture)

This can only be used if requested on the initial application form, and if its use is approved by the Head of School (or delegated officer). Responsible adults must supervise the use of any equipment that is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

Use of the schools resources, including telephones and photocopiers, is not included in a letting arrangement unless expressly agreed at the time of the letting. It should not be assumed that the school office may be available during the time of the letting and it is recommended that the Hirer has access to a mobile phone to cover the event of an emergency.

When use of school equipment has been approved prior to the letting, all equipment used (including furniture) must be returned to its original place at the end of the letting. Hirers are responsible for setting up and tidying away all equipment and furniture. Failure to do so will incur an additional charge.

Hirer's Equipment

The Hirer should state on the Application for Hire any equipment he/she intends to bring into school. They are responsible for ensuring the suitability of the equipment and for ensuring that it is in good order.

Any electrical equipment brought by the Hirer onto the school site **MUST** comply with the Local Authority Code of Practice for Portable Electrical Appliance Equipment. Equipment must either have a certificate (Portable Appliance Test) of safety from a qualified electrical engineer or be inspected by, or on behalf of, the school. The intention to use any electrical equipment must also be notified on the application.

Any of the hirer's own equipment should be brought into / removed from school within the time booked unless expressly agreed on the Hire Agreement.

Car Parking Facilities

Subject to availability, the Hirer and other adults/visitors involved/attending the letting may use the school car parking facilities. The school does not accept any responsibility in terms of damage, theft or loss of any car left in the car park during the hire period.

Toilet Facilities

Access to the school's toilet facilities in the vicinity of any rooms hired is included as part of the hire arrangements.

First Aid Facilities

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, which may include the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. It is recommended that the hirer has access to a mobile phone at all times throughout the letting to cover any emergency event.

Animals

The Hirer shall not permit any animal to enter or remain in the hired area unless by prior agreement with the Governors. This does not apply to guide dogs for persons with visual or hearing impairments.

Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of the Governing Body, in line with current food hygiene regulations.

Intoxicating Liquor/Drugs

No intoxicants/drugs shall be brought on to or consumed on the premises. Any person thought to be under the influence of alcohol or drugs will be refused admittance.

Smoking

The whole of the school premises is a non-smoking area, and smoking is not permitted within school buildings or on school grounds at any time.

Suitable footwear

Suitable footwear should be used. No stiletto or any type of thin heel is to be worn. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

Noise

The Hirer shall take all reasonable steps to ensure that no noise or other nuisance is created which would affect others use of the Premises or the owners and occupiers of neighbouring or adjoining properties.

Copyright or Performing Rights

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Local Authority against all sums of money which the Local Authority may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

Sub-letting

The Hirer shall not sub-let the premises to another person.

Hire Charge

The Hire Charge shall be in accordance with the scale of charges determined by the Governors and is subject to revision from time to time. Further charges may be levied if extra costs are incurred by the hiring of the Premises.

At the discretion of the Governors a returnable deposit of £100.00 shall be paid upon signing the application form. This will be used against the cost of any damage, additional cleaning etc arising from the hire of the premises. The deposit, less any deductions, will normally be returned within 10 days after the Period of Hire. If the deposit is insufficient to cover any additional costs then an account will be rendered which must be paid within seven days.

The Period of Hire is for a minimum period of 1.5 hours. Any necessary preparation of the Premises for whatever purpose is the responsibility of the Hirer and adequate time should be allowed within the Period of Hire, which should also include not less than 15 minutes for clearing away and vacating the Premises.

Any cost of repair or replacement following damage caused to the Premises during the Period of Hire shall be paid by the Hirer within ten days of a written demand to the extent considered reasonable at the absolute discretion of the Governors.

There shall be no variation to these Conditions of Hire without the approval of the Governors.

The Premises are available for hire as a whole or in part. The school field as part of the Premises is available for hire, however if the Hirer requires changing and or toilet facilities the appropriate part of the Premises will also need to be hired at an additional cost. In the event of inclement weather the Caretaker or Governors' representative will make the judgement, which is non-negotiable, whether the field is fit for use.

Access is strictly restricted to those rooms forming the hired area and any toilet facilities and circulation area as directed. An additional fee will be charged if an unauthorised area is used.

Variation of Scales of Charges and Cancellations

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Governing Body on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days notice is given by either party to the hire arrangement. The hirer may be charged for the letting if insufficient notice

(ie less than 28 days) is given to cancel the hire agreement. It is the hirer's responsibility to notify participants (parents where participants are of school age), preferably in writing, of any changes in dates or venues at least one week in advance.

Payment for Letting

The person applying to hire the premises will be invoiced for the cost of the letting in accordance with the Governing Body's current scale of charges. Payment must be received by the school prior to the date of the letting taking place. The Hirer may be subject to an administration fee for late payment, again, in accordance with the Governing Body's current scale of charges.

Security

The Governing Body will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. Setting up and tidying away any rooms for a letting are not included and will incur an additional charge.

If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys must not be passed to any other person without direct permission of the Governing Body of the school.

Right of Access

The Governing Body reserves the right of access to the premises during any letting. The Head of School (or delegated officer) or members of the Governing Body or appropriate Delegated Committee, may attend to monitor activities from time to time.

Conclusion of the Letting

The hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment and furniture being returned to the correct place of storage. If this condition is not adhered to, an additional charge will be made.

The disposal of any refuse generated by their activities shall be the responsibility of the Hirer.

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until a responsible adult collects them.

Failure to vacate the premises by the time agreed on the Hirers Agreement will incur an additional charge.

Promotional Literature/Newsletters

A draft copy of any information proposed for distribution which contains any reference to the school must be sanctioned by the Head of School (or delegated officer) at least one week prior to proposed distribution by the hirer.

SCALE OF CHARGES

Room	Charge
Main Hall	£50.00 per hour
Dining Hall	£30.00 per hour
Classroom	£20 per hour per classroom
Multi purpose room	£15 per hour per room
Playground	£10 per hour

The minimum period of hire is 1½ hours

If a regular weekend hire is required- separate charges will apply, please contact the School Business Manager for further information.

These charges include:

- The costs associated with opening up and closing the premises at the times agreed on the Hire Agreement
- The costs associated with the standard cleaning of rooms used
- Toilet facilities (in the vicinity of the rooms hired only)

These charges exclude the following (for which additional charges may be incurred):

- Any additional costs associated with opening up and closing the premises at times other than those agreed on the Hire Agreement.
- Any additional cleaning that may be required, as a result of the letting.
- Cleaning of toilet facilities, other than those in the vicinity of the rooms hired, if used
- Additional services requested such as setting up of rooms (including furniture), and tidying away.

Additional costs are charged at £10.00 per 30 minutes or part thereof.

Application for Hire

(Please complete using BLOCK CAPITALS)

Contact Details:	
Name of Hirer	
Organisation/Company	
Activity of Organisation	
Address for Correspondence	
Telephone	Daytime
	Mobile

Booking Requirements: <i>(Please note teenage parties are not accepted)</i>	
Please state the purpose of your booking	
One off bookings:	
Date required: 1 st choice 2 nd choice 3 rd choice	
Regular bookings:	
Day of week requested: 1 st choice 2 nd choice 3 rd choice	

Facilities required	
School Equipment required (including furniture) (it is the responsibility of the Hirer to set up and tidy rooms)	
Details of Equipment to be brought onto the premises	
Start time	
Finish Time (please allow at least 15 minutes for clearing away and vacating time)	

Safeguarding:	
Maximum number of participants	
Age range of participants	
Number of supervising adults	
Relevant qualifications of supervising adults	
Details of Vetting & Barring and/or DBS checks (original documentation must be provided. Photocopies are not sufficient)	

Please provide copies of all relevant policies / procedures to ensure the safeguarding and child protection.

Please provide a copy of your public liability insurance (Min £5,000,000) Any other relevant information regarding the hire.:	
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Dates during the year when the school will be unavailable due to school use or closure will be issued at the beginning of the school year in September. These dates may be subject to change, but prior notice will always be given if the premises become unavailable due to unforeseen circumstances.

I have read the Conditions of Hire and hereby apply for the hire of South Norwood Primary School as detailed above.

I hereby agree that if the Governors approve this application then this Document along with the Conditions of Hire and the Hire Rates shall form the Contract between me and the Governors.

I confirm that the information provided on this form is correct.

Signed:	
Date:	

HIRE AGREEMENT

The Governing Body of *South Norwood Primary School, 34 Crowther Road, South Norwood, SE25 5QP*

The Hirer:

Address:
.....

.....

Telephone :
.....

Areas of the School to be Used:

Specific Nature of Use:

Maximum Attendance:

Details of any School Equipment (included furniture) to be Used:
.....

Date(s) of Hire:

Period(s) of Hire:

Fee (*specify per hour or per session*): £

The Governing Body agree to hire the premises to the Hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified.

The Hirer accepts all the conditions of hire as set out in the attached Terms and Conditions document.

The Hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to ensure that suitable insurance cover is in place for any loss, damage or injury.

Signatures: (The Hirer)

.....(On behalf of the Governing
Body