

Redbridge Primary School

RED

“Resilience, Excellence, Determination”



Lettings Policy

Date Approved	Next Review
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CONTENTS

1. Introduction
2. Conditions of Booking
3. Conditions of Usage
4. Scale of Charges for Lettings
5. Booking Procedures, Times, Cancellation Procedures Etc.
6. Criteria for Prioritising Bookings
7. Complaints Procedures
8. Safeguarding Procedures

APPENDIX A

- Booking Procedures Checklist and forms
- Equal Opportunities Statement
- Public Liability Insurance

1. Introduction

- 1.1. The Governing Body is keen to see that the premises at the school are used for the benefit of the whole local community. Whilst education of children is their prime purpose, it believes education is a life-long process which should be open and accessible to all. The use of the premises, other than during the school day, is the responsibility of the Governing Body (Education Act 1986, sect.42 no.2).
- 1.2. This policy, which sets out the facilities available, the charges and the responsibilities of the hirers and the school, operates within the framework of the London Borough of Redbridge's Equal Opportunities Policy.
- 1.3 The Sex Discrimination Act 1985 and the Race Relations Act 1976 also apply and will be adhered to throughout all stages of the lettings' procedure.
- 1.4 The Sex Discrimination Act 1985 and the Race Relations Act 1976 also apply and will be adhered to throughout all stages of the lettings' procedure.
- 1.5 In deciding whether or not to let the premises, the Governing Body will also have regard to the likelihood of any damage being caused either to the school's or the neighbours' premises and any nuisance that may arise.
- 1.6 In any event, the Governing Body reserves the right to require a reference from a Local Authority or other reputable hirer, before any booking is accepted.
- 1.7 It will consider letting to any group able to comply with the clearly-stated Conditions of Usage and Booking Procedures, which will be sent out with all application forms.
- 1.8 The final decision on compliance lies with the Governing Body.

2. Terms and Conditions of Bookings

- 2.1 Bookings are only accepted on the understanding that the following terms and conditions are adhered to at all times. The Governing Body has the right to vary these conditions at any time:
- 2.2 Once the Hirer has accepted a permit to use the school premises, they are automatically bound by all terms and conditions of usage of the premises.
- 2.3 The person signing the application form, on behalf of their organisation, is personally responsible for ensuring that all terms and conditions of the Lettings Policy are adhered to.
- 2.4 The requirements of the 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 Authority on the issue of licenses for such purposes. A copy of the regulations and requirements can be obtained on application to the Governing Body.
- 2.5 Further information about the application of the licensing regulations may be obtained from the Licensing Officer of the London Borough of Redbridge. A hirer who is organising events for children must also have regard to the requirements of The Children Act 1989.
- 2.6 The hirer shall cover the respective bodies and persons from and against all loss and damage which the Governing Body or any property belonging to or under the control of 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.

- 2.7 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.
- 2.8 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.
- 2.9 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 let. 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.
- 2.10 No intoxicating liquor shall be brought or consumed on school premises or any part thereof except by recognised organisations. It is the responsibility of the hirer, on behalf of the recognised organisation, to obtain any necessary license for the sale of intoxicating liquor.
 - a. No musical works in the repertoire of the Performing Rights 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. Proof of permission to use the piece of work must be shown to the Governing Body at the time of booking.
 - c. The hirer and the guarantor shall indemnify the Governing Body from and against all costs, claims and demands which may be made against the Council for any breach or infringement of copyright.
- 2.11 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
 - 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 Redbridge Council or its licensing conditions or of the Justices in connection with public dancing, music or other public entertainments occur.
 - d. If, for any reason, 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 Council or the Governing Body to the hirer or any other person by reason of any such cancellation. Any fees paid in respect of a permit which is subsequently cancelled by the Council or the Governing Body will be refunded, unless the cancellation is by reason of damage having been caused.

- 2.11 The use of a projector may be permitted subject to its type and to any conditions prescribed by the school and other appropriate authorities, e.g. as precautions against fire and panic.
- 2.12 No person under the age of 16 years is permitted on the premises without adequate adult care and supervision.
- 2.13 The right of access to all parts of the school premises whether or not included in the permission for user is reserved to the school or any officer authorised by it or any of them and the hirer shall not obstruct or interfere with this right.
- 2.14 No alterations or additions to the electrical installations may be made without previous consent in writing by the school and any such alterations and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the school and shall be reinstated forthwith at the expense of the hirer to the school's satisfaction.
- 2.15 No additional staging, curtaining or scenery may be erected without the previous consent in writing and any such alterations and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the school and shall be returned to their original state immediately after usage, at the expense of the hirer.
- 2.16 Where any use involves the erection and/or dismantling of a stage, this will be carried out by the hirer at his/her expense under the supervision of a representative of the school.
- 2.17 All such curtaining or scenery shall be rendered non-inflammable. Stage scenery and other effects must neither be brought on to the school premises nor taken away while it is in session except with the express permission of the Headteacher.
- 2.18 Furniture, including chairs, must not be removed from the school premises nor for use either on the playing field, playground or in any other building outside the school unless prior permission has been applied for and granted by the Headteacher.
- 2.19 No advertising may be placed in any area of the school premises.
- 2.20 The use of any preparation or material for the purpose of preparing a floor for dancing is not allowed, as this may make the floors dangerous for normal use. The safe condition of the floors shall be deemed acceptable to the hirer after inspection and will remain the hirer's responsibility during the letting.
- 2.21 If the terms and conditions of hiring are contravened in any way, the school reserves the right to cancel any permission for further use and will inform the hirer in writing. In such event, the hirer will not be entitled to any compensation or refund of any payment made in respect of such use.
- 2.22 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.

3. Conditions of Usage (to be attached to the Application Form)

- 3.1 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.
- 3.2 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.

- 3.3 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.
- 3.4 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.
- 3.5 The hirer is responsible for the protection of the premises from damage, for the good behaviour of all associated users. 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.
- 3.6 School staff are not permitted to accept hospitality gifts, either cash or in kind, at any time. The Governing Body asks that gifts of any kind are not offered to any members of staff.
- 3.7 No confetti or rice is to be thrown on the premises. The school's No Smoking Policy must be adhered to at all times.
- 3.8 The Outer London Borough's Caretakers' Employment Agreement does not require them to work at weekends. Bookings can only be accepted when a Caretaker is prepared to undertake the additional duty.
- 3.9 The hirer must report to the Caretaker at the beginning of any let. Where deposits have been paid for a function, the hirer must meet with the Caretaker (or their representative) to sign the Caretaker's Certificate, accepting the condition of the premises as acceptable at the beginning and the end of the hire period.
- 3.10 The hirer does not need to take out their own public liability insurance as it will be covered by the school's insurance.
- 3.11 The hirer must adhere to all aspects of the Lettings Policy at all times through the procedure of applying for and accepting a let on our premises.
- 3.12 All children must be supervised at all times by their parents/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.
- 3.13 The hirer's signature on the application form confirms his/her agreement of the above conditions of booking and all other aspects of this Lettings Policy.
- 3.14 The hirer will adhere to all Health and Safety requirements as required by the school.
- 3.15 No stiletto heels or similar objects are allowed in the gym/hall area.
- 3.16 No food or drink is allowed in any area except designated social areas, unless prior written permission has been granted.

4. Booking Procedures

- 4.1 Applicants should fill in an Application Form and return it to the main school office.

- 4.2 The person signing the Application Form acknowledges and agree to adhere to all aspects and conditions of this Lettings Policy and is responsible for all aspects of the let.
- 4.3 A signed Application Form does not guarantee the booking will be granted.
- 4.4 Where the application for a let is accepted, the applicant will be sent a letter provisionally confirming the same and an invoice to cover its cost and any additional (returnable) deposit, if required.
- 4.5 The hirer must then pay the Invoice, in full, at least 14 days prior to the date of the let and ensure that they receive a receipt of payment which confirms the booking agreement. Any returnable deposit required (e.g. for special functions) must be paid within 72 hours of the date the booking form was sent. Failure to pay the invoice and returnable deposit (where required) will result in the application for the let becoming void.
- 4.6 Where deposits are paid, the hirer must ensure that s/he meets the representative of the Governing Body (usually the Caretaker) to signs the Conditions of the Building Record on arrival. At the end of the hire period, the hirer is responsible for agreeing and collecting the Caretaker's Certificate and Kitchen Certificate (where applicable).
- 4.7 Where applicable, the Caretaker's Certificate and Kitchen Certificate should be presented to school at the main office, within 48 hours (72 hours if the let takes place at the weekend) after the let in order to claim back any refund. Failure to do so will mean that the deposit is not returnable.
- 4.8 Hirers will automatically be charged for public liability insurance at a cost of £5 as part of the booking charge.
- 4.9 Any requests for amendments to the booking must take place at least 7 days prior to the date of the let.
- 4.10 Where amendments are agreed, an additional administration charge of £5.00 will be payable. The hirer must not presume that any amendment will automatically be agreed. Confirmation of any amendments will be sent to the hirer in writing.

5. Booking Times and Availability of Access to the Premises

- 5.1 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 let.
- 5.2 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.
- 5.3 Availability of premise is negotiable. Please contact the school to find out the current hours of access.

6. Cancellations

- 6.1 The school must be notified of any cancellation at least 2 weeks prior to the date of let. However, notification at the earliest possible time is appreciated.
- 6.2 Where notification is given at least 4 weeks prior to the letting date, the booking charge will be refunded in full, apart from the non-refundable administration charge. A cancellation will not necessarily preclude any future booking.

- 6.3 Where notification is given to the school between 2-4 weeks prior to the letting date, the hirer will be entitled to a 50% refund only.
- 6.4 Where notification of cancellation is given less than 2 weeks prior to the letting date, the hirer will not be entitled to any refund.
- 6.5 In the event of cancellation by the school, the hirer will receive a full refund of all monies paid. The school will endeavour to notify the hirer as soon as possible of any likely cancellation; however, it cannot guarantee any minimum period of notice. Regardless of when notification is given, the hirer will not be entitled to any compensation.
- 6.6 **It should be noted that:**
- a. The above conditions apply for cancellation of total or part of a booking.
 - b. 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.

7. Safeguarding Procedures

- 7.1 The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.
- 7.2 It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.
- 7.3 If children will be present on the school's premises during a letting, the school will require proof that the hirer(s) have had the appropriate level of DBS check.
- 7.4 The Hirer will also be required to have appropriate safeguarding policies in place, including safeguarding and child protection and shall provide a copy of those policies, on request, to the school.

8. Complaints Procedure

8.1 What if the school has a complaint about a hiring?

If the school has concerns about a hiring the following procedures will be followed:

- a. The school will raise the concern with the named Hirer as soon as possible after it has become known.
- b. If appropriate, the situation will be monitored for two sessions to allow the issues to be addressed.
- c. If the situation remains unresolved, the Hirer will receive written notification of the concern and a further two sessions, if appropriate, will be allowed to enable the Hirer to address the situation.

- d. If the matter remains unresolved, the Hirer will receive formal written notice of termination of the booking agreement. This will be implemented 72 hours from the date of the letter of notification.

Please Note: If the Hirer blatantly breaks the conditions of usage, the let can still be terminated immediately.

8.2 What if the Hirer has a complaint about the let or booking agreement?

Complaints by the Hirer should be raised as follows:

- a. Talk to the named representative of the Governing Body and discuss the problem. Allow 5 working days for the situation to be resolved.
- b. If still unresolved, the Hirer should notify the Governing Body through the Head Teacher in writing and allow 5 working days for the situation to be resolved.
- c. If still unresolved, the matter will be placed on the agenda of the next appropriate committee of the Governing Body. (If the concern needs urgent attention, a special meeting of this group will be convened.)
- d. If still unresolved, the matter will be taken to the next full Governing Body meeting and the Hirer will receive a written response from the Chair of Governors detailing the outcome.

8.3 What if a third party complains?

- a. The matter will be investigated by a representative of the Governing Body and a written response will be sent to the complainant within 10 working days.
- b. If any further correspondence is received, the matter will be placed on the agenda of the next appropriate Governing Body committee. A final response will then be sent by the Chair of the Governing Body explaining the final outcome.

9. Appeals Procedure

- 9.1 If a Hirer has a letting agreement withdrawn, they have a right to appeal to the Governing Body.
- 9.2 The appeal should be made in writing and addressed to the Chair of the Governing body, c/o the school.
- 9.3 The Hirer will be informed of any action and/or decision taken by the Governing Body.
- 9.4 The Governing Body's decision is final.

Appendix A

Booking Procedures Check List (for school use only)

- Issue application + Conditions of Usage and Booking Procedures to the potential Hirer (as attached).
- Receive completed application form (mark date of receipt).
- Assess suitability of applicant.
- Check availability of premises.
- Check availability of caretaker.
- Check availability of/notify kitchen staff, where appropriate.
- Book let into diary with hirer's contact number.
- Send permit and invoice for booking.
- Receipt of deposit/payment in full.
- Send receipt of payment to the hirer.
- Receive any outstanding payment (where in two stages).
- Confirm booking in diary, with caretaker and DSO staff (where appropriate).
- Send receipt to hirer and confirmation of booking.
- Process payment - send payment to the School
- log payment into lettings accounting system

To the Governing Body of Redbridge Primary School

I _____ (please print)

Of _____ Organisation

being over the age of 18 years, hereby apply for permission for the above stated Organisation to use the school premises as stated overleaf. I understand that if permission is granted, it will be subject to all conditions of usage within the school’s Lettings Policy, which I have read. I understand also that permission to use the school premises will only be effective provided the conditions and regulations, as stated in the Lettings Policy are adhered to.

I, on behalf of my Organisation, hereby agree to follow all conditions of the Lettings Policy should permission be granted to use the school premises.

I understand the school, through the Council, maintains a Policy of Insurance in respect of the use of the above accommodation which, subject to its terms and conditions, will indemnify the applicants against liability at law and claimant’s costs and expenses in respect of:

1. Death of or bodily injury to or illness of any person (fatal or otherwise) or damage to property other than property belonging to the Council to a limit of £25,000,000. in respect of any one accident.
2. Damage to any property belonging to the Council to a limit of £1,000,000 in respect of any one incident, with an excess of the first £250 of any loss or damage in respect of each hiring. Provided that I, on behalf of my organisation, take out Public Liability Insurance at a cost of £5.00 per session, as a requirement of conditions to use the school premises within the school letting policy.

I am aware that paying this premium does not absolve myself and my organisation (as the Hirer) of the responsibility for any injury or damage caused by our neglect during the hire.

I understand I must give immediate notice in writing to the Headteacher of Redbridge Primary School of any accident, damage or proceedings and no repudiation of liability negotiation or admission of liability shall be made to any Third Party. I will also give the same immediate notice, in writing, to the Chair of Governors of the School.

I, on behalf of my Organisation, agree to indemnify and keep indemnified the Governing Body and Council from and against all loss, damage, costs, claims, demands, expenses or charges which the Governing Body or Council may sustain or incur in respect of any matter arising out the use of the school premises or the conditions relating thereto insofar as the same are not covered by the said or any other policy of insurance effected by the Governing Body or Council or the obligation to give notice of any accident, damage, or proceedings as aforesaid is not fulfilled by us and to pay to the Governing Body or Council on demand at the school office.

Signature of Applicant (Mr, Ms, Mrs) _____

Occupation _____

I understand it is my responsibility, on behalf of my organisation, to ensure that any area of accommodation used in the course of the letting is left in the condition in which it is found. I must also ensure that my organisation leave the premises at the time stated on the Permit.

Address _____

Telephone No. (if any) Home _____ Work _____ Date: _____

E-mail: _____



REMINDER RE: LETTINGS INVOICE

Date:

Dear

We note from our records that the balance of payment for the above letting is now due.

Please pay, by _____ (date) the sum of £_____ which is the balance now due.

*We would also like to remind you that a deposit of £_____ is also due for payment now.

Failure to pay the amount due by _____ (date) will mean that your booking to let part of the school premises will NOT be able to go ahead.

We thank you for your co-operation.

Yours sincerely,

For and behalf of Redbridge Primary School

CONFIRMATION OF BOOKING TO LET SCHOOL PREMISES



Date:

Dear

This is to certify confirmation of your booking to let the school premises as detailed in the Letting Invoice dated _____ which was previously sent to you.

Please find enclosed a receipt for payment covering the cost of this let.

We hope you will find our premises a satisfactory venue for your let and will consider using us again in the future.

Yours sincerely,

For and behalf of Redbridge Primary School



HIRER'S AGREEMENT WITH CARETAKER **(Caretaker's Certificate)**

This agreement must be signed by both the Hirer and the Caretaker.

This agreement requires the Hirer and the Caretaker to check the condition of the area and facilities covered by the Hirer's booking at both the beginning and the end of the letting period.

This agreement also covers any time which is spent by the Caretaker on duty beyond that of the Hirer's booking.

We have agreed that the condition of the area is acceptable on taking charge of the hired area.

HIRER (PRINT NAME): _____

Signature: _____

CARETAKER: _____

Signature: _____

Date: _____

Time: _____

We have agreed that the condition *is/is not acceptable compared to that at the time of taking charge of the hired area.

We are agreed that the Caretaker *was/was not/will be required to spend extra time on duty.

Estimated time required: _____

Should the time exceed this, the Hirer will be advised at the earliest possible opportunity.

HIRER (PRINT NAME): _____

Signature: _____

CARETAKER: _____

Signature: _____

Date: _____

Time: _____