

Heavers Farm Primary School Lettings Policy

May 2017

Introduction

The Governing Body regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

Users

The governors have adopted the following user categories:

1. Statutory users
2. Designated users
3. Private users

The school's delegated budget (which is provided for the education of its pupils) will not be used to subsidise any lettings by community or commercial organisations.

A charge will 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 by an outside organisation must be reimbursed to the school's budget.

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 of education for all its pupils.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

Charges for a Letting

The Governing Body is responsible for setting charges for the letting of the school Premises. A charge will be levied which covers 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 involved. The specific charge levied will be reviewed annually, during the spring term, by the Resources Committee for implementation from the beginning of the next financial year, with effect from 1 April of that year.

Where there are longer term lettings a written partnership agreement will be written and signed and charges made on a monthly basis. The school will undertake bookings long term or short term for organisations whom are registered as a charity where there work benefits the local community and the school community.

Current charges will be provided in advance of any letting being agreed.

VAT

In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances i.e. charities running a sporting event.

Sport facility letting charges are normally subject to VAT, but where certain criteria are satisfied, the hire charges can be treated as exempt.

VAT Regulations state that for a series of ten or more lettings to be exempt from VAT, the following conditions should be satisfied:

- Each period is in respect of the same activity carried on at the same place;
- The interval between each period is not less than one day and not more than fourteen days;
- The charge is payable by reference to the whole series and is evidenced by written agreement;
- The facilities are letting to a school, club, association or an organisation representing affiliated clubs or constituent association.
- When letting the school hall / field for a sporting activity it will be exempt from VAT.

The Bookings Process

1. Organisations seeking to hire the school premises should approach the Senior Administration Officer (Marketing) who will go through the request and clarify the facilities available.
2. The hirer must be a named individual and the agreement should be in their name, giving their **permanent private address**.
3. A **Bookings Request Form**¹ should be completed and signed before returning to the school. This form will include all details related to the letting and includes the **Terms and Conditions**.
4. The Governing Body has the right to refuse an application, and no letting should be regarded as booked until approval has been given in writing.

¹ APPENDIX 1: Bookings Request Form

5. No public announcement of any activity or function taking place should be made by the Hirer until the booking has been formally confirmed as above.
6. Once a letting has been approved, a **Confirmation of Booking Letter**² will be sent to the hirer, along with the **Heavers Farm Primary School Lettings Invoice**³. The person applying to hire the premises (the Hirer) will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges. A deposit is required at time of confirmation of booking with the balance payable 48 hours prior to the date of hire.
7. The letting will not take place until these documents have been received by the Hirer and **full payment** has been received by the school. A reminder will be sent to the Hirer if payment has not been received. If the full payment is not made at least **48 hours** before the date of the letting, the letting will be cancelled and the deposit will not be returned.
8. All lettings fees received by the school will be paid into the school's official bank account.

Terms and Conditions

For the Hire of the School Premises

All terms and conditions set out below must be adhered to. The "Hirer" shall be 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.

Status of the Hirer

Lettings will not be made to persons under the age of 21 years, 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.

Persons may have to undergo, at the discretion of the Governing Body, a record check via the Disclosure & Barring Service (DBS). If a particular letting involves contact with the school's pupils, all personnel involved must be checked against List 99 and undergo a DBS check, in accordance with DCSF guidance.

These checks must be made by prior arrangement with the Administration Officer responsible for safeguarding with at least half a term's notice in advance to ensure that the checks can be carried out in time.

Any adults working with the school's pupils (for example, at an after-school sports club) must be appropriately qualified. Sports coaches must follow the LA's guidelines for working in schools.

² APPENDIX 4: Confirmation of Lettings Letter

³ APPENDIX 2: Heavers Farm Primary School Lettings Invoice

Priority of Use

The Headteacher will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

Management and Administration of Lettings

The Headteacher is responsible for the management of lettings, in accordance with this policy.

Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, s/he will consult with the Chair of the Resources Committee or Chair of the Governing Body.

Attendance

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.

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. The Hirer will also be respectful of our neighbours in Dinsdale Gardens when entering and leaving the premises

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/pupil ratios at all times.

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 £2 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

Insurance for One-off Lettings⁴

Individuals should be asked whether they have any contents insurance and if so, to check whether it will cover their personal liability for the purposes of the let. If covered, they must provide appropriate evidence (confirmation from the insurers that the event is covered and the policy is in force on the relevant date). The minimum acceptable limit of liability should be £2m.

If the Hirer does not have their own insurance, then cover can be arranged by the Council for 12% of the hire charge. This premium will need to be passed to the Council for it to be paid to the insurers.

Please note that the Council's insurance will not cover the use of bouncy castles unless they are hired with an operator who has the appropriate liability insurance. This cover can also be arranged for Group Hirers (club etc.) who do not have any or sufficient (£2m) public liability insurance of their own.

If the Governors have agreed for a Letting to be free of charge and insurance cover is required, the premium should be calculated based upon what the hire charge would have been.

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

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

This can only be used if requested on the initial application form, and if its use is approved by the Headteacher. Responsible adults must supervise the use of any equipment which 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.

Electrical Equipment

Any electrical equipment brought by the Hirer onto the school site MUST comply with the LA code of practice for portable electrical appliance equipment.

Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the LA. The intention to use any electrical equipment must be notified on the application.

Car Parking Facilities

Subject to availability these may be used by the Hirer and other adults involved in the

⁴ Appendix 6

letting.

Toilet Facilities

Access to the school's toilet facilities 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, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the school's resources is not available.

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. All litter must be placed in the bins provided.

Smoking

Smoking is not permitted anywhere with the confines of the building, field or hard court areas. A smoking point will be designated to you on the day of your booking.

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 LA 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.

Charges

Hire charges are reviewed annually and the current charges are:

Hire Charges		Monday – Friday (not in term time)		Saturday & Sunday	
Facilities	Per hour	Start time	End time	Start time	End time
Large Hall	£50.00	9.00am	9.00pm	9.00am	9.00pm
Small Hall/Studio	£50.00	9.00am	9.00pm	9.00am	9.00pm
Music Room	£40.00	9.00am	9.00pm	9.00am	9.00pm
Boardroom	£30.00	8.00am	7.00pm	8.00am	7.00pm
Nursery Block	£70.00	8.00am	8.00pm	8.00am	8.00pm
Kitchen	£20.00	8.00am	9.00pm	8.00am	9.00pm
Playgrounds	£30.00	8.00am	8.00pm	8.00am	8.00pm
Car Park	£20.00	7.00am	9.00pm	7.00am	9.00pm
MUGA only	£40.00	7.00am	9.00pm	7.00am	9.00pm
MUGA with toilet access	£60.00	7.00am	9.00pm	7.00am	9.00pm

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 either way is given.

It is the Hirer's responsibility to notify parents in writing (where appropriate) of any changes in dates at least a week in advance.

Security

The Governors 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. 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 should 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 Headteacher or members of the Governing Body from the may 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 being returned to the correct place of storage. If this condition is not adhered to, loss of deposit and additional cost may be charged.

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 they are collected by a responsible adult. In the event of an emergency, occupants must leave the school by the nearest exit and assemble on the field and stand away from the building next to the houses facing the school. The Hirer must have immediate access to participants' emergency contact details. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

Promotional Literature/Newsletters

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Head of School a week prior to distribution by the Hirer.

APPENDIX 1
Bookings Request Form

HIRE OF HEAVERS FARM PRIMARY SCHOOL'S PREMISES

To be completed by the person, aged 21 years or over, who will be responsible for the payment of the charges for the use of the accommodation and other facilities and who will give the indemnity required by the condition usage and Booking Procedures document.

*This application must be forwarded to the School's Administration Officer as early as possible and not less than **14 calendar days** before the date of the proposed use.*

1 Name of Person applying

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Permanent Home Address

.....
.....

Postcode **Mobile telephone**

Daytime telephone

2 Name of Organisation (if applicable)

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3 Details of Contact Person (if different from person above)

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Address

.....
.....

Postcode **Mobile telephone**

Daytime telephone

4 What are you hiring the premises for? Function/Use.

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.....

List of Facilities to be hired

Accommodation Required	Time From / To		Date/s	Total Hours	Cost per Hour	Total Cost
Large Hall					£50.00	
Small Hall/Studio					£50.00	
Music Room					£40.00	
Boardroom					£30.00	
Nursery Block					£70.00	
Kitchen <i>(only with hire of other facilities)</i>					£20.00	
Playgrounds					£30.00	
MUGA only					£40.00	
MUGA with toilet access					£60.00	
Car Park					£20.00	
Non- Returnable Deposit						£ 30.00
Total Cost						£
Number of People expected to attend?						
How many tables will be required?			Adult:	Children:		
How many chairs will be required?			Adult:	Children:		

School equipment requested

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To the Governing Body of Heaver Farm Primary School

I _____ (please print)
of _____ Organisation (if relevant)

Being over the age of 21 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 letting policy. I have read this lettings policy and understand that the permission to use the school premises will only be effective provided the conditions and regulations stated in the school's letting policy are adhered to.

I, on behalf of my Organisation, hereby agree to follow all conditions of the school's letting policy should permission be granted to use the school premises.

I understand the school 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 School to a limit of £ 2 million in respect of any one accident.
2. Damage to any property belonging to the School to a limit of £ 2 million in respect of any one incident in respect of each hiring.

Provided that I, on behalf of my organisation, take out Public Liability Insurance as a requirement of the conditions to use the school premises within the school letting policy.

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

I understand I must give immediate notice in writing, to Site Service Officer, 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 of Heavers Farm Primary School and Croydon Council from and against all loss, damage, costs, claims, demands, expenses or charges which the Governing Body, Heavers Farm Primary School or Croydon 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 Trustees or Croydon 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 Croydon Council on demand at the school office Heavers Farm Primary School or Council's principal offices at Croydon all such sums as may be payable by reason of this indemnity.

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. This includes the kitchenette and the toilets. I must also ensure that my organisation leave the premises at the time stated on the Permit.

Signature of Applicant (Mr, Ms, Mrs) _____

Date _____

APPENDIX 3

REMINDER RE: HEAVERS FARM LETTINGS INVOICE

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.

Cheques should be made payable to Heavers Farm Primary School and returned to the school at the address as show above.

*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 premise will NOT be able to go ahead and your deposit will not be returned.

We thank you for your co-operation.

Yours sincerely,

On behalf of the School.

(*delete as appropriate)

(Place on headed paper)

APPENDIX 4

CONFIRMATION OF BOOKING TO LET SCHOOL PREMISES

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,

On behalf of the school.

(Place on headed paper)

APPENDIX 5

Conditions of letting Heavers Farm school kitchen in the hall

THE KITCHEN MUST BE LEFT CLEAN AND TIDY AFTER LETTING

1. Ovens and cooker tops must be cleaned.
2. Sinks must be cleaned out and wiped dry.
3. All worktops must be wiped down.
4. Floor must be swept clean and mopped if necessary.
5. All utensils used must be cleaned, dried and returned to their original place.
6. **Only adults over the age of 18** preparing food or drinks are permitted access to the kitchen area.
7. **NO CHILDREN** are allowed in the kitchen at any time.

You are advised that you must adhere to the times agreed as stated in your letting agreement.

Please make sure adequate time is left before the end of your let to ensure the kitchen is left clean and tidy. Failure to do so may result in losing your deposit.

APPENDIX 6

Insurance Cover for School Lettings

This is to confirm that the London Borough of Croydon hire charge maintains a policy offering hirers of school premises public liability cover against third party claims for personal injury and damage to property. Details of this policy and the Borough's advice to schools concerning it are outlined below:

Existing Insurance

Cover for School Lettings

Third Party Lettings Policy

Hirers of school premises currently have the option of purchasing public liability cover against third party claims for personal injury and damage to property.

It is strongly advised that you are indemnified by the Council's public liability policy for which a rate of 12% of the total hire charge.

There is an excess of £100 for each claim.

We are able to offer this cover to anyone hiring their premises with the exception of:

- a. Political parties, and
- b. Organisations using the premises for business or commercial purposes.

NOTE:

FREE HIRING

As the policy rating is based on hiring fees charged and declared,

A nominal sum of £1 will be charged to each hirer to validate the insurance cover.

APPENDIX 7

Booking Procedures Checklist FOR OFFICE 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 a site manager or responsible person.	
Book let into lettings diary with hirer's contact number.	
Send permit and invoice for booking.	
Receipt of deposit/payment in full.	
Send receipt to hirer and confirmation of booking.	
Register Public Liability payment with Borough Treasurer (where appropriate).	
Receive any outstanding payment (where appropriate).	
Confirm booking in diary, with caretaker or responsible staff (where appropriate).	
Process of payments: - Log payment into banking accounting system - Confirm transfer of payment into school budget via Finance Manager for banking.	