



Lettings Policy

**Hollymount Primary
School**
January 2018/19

Contents

- 1 Introduction
- 2 Charges
- 3 Conditions of Use
- 4 Licences
- 5 Conditions of Booking
- 6 Booking Procedures
- 7 Cancellation Procedures
- 8 Complaints Procedures

Appendices

- A Application Form
- B Scale of Charges
- C Hirer - Information Checklist
- D Booking checklist
- E Booking partnership agreement letter
- F Booking partnership agreement
- G Confirmation of booking to let School premises
- H School Policies and Procedures

1. Introduction

The Governing Body of **HOLLYMOUNT SCHOOL** believe that education is the prime purpose of our School. However, we are keen to see our School and its facilities be of benefit to the whole community.

This documents details our policies and procedures, available facilities and the roles of both the governing body and the user.

The use of our School premises at all times outside the School day is under the control of the governing body (Education Act 1986 – Section 42, No. 2)

Having regard to our duty under the Race Relations Act 1976 (but without prejudice to our duties under the Representation of the People Act 1983) the governing body will not let the School premises to organisations whose purpose is, amongst other things, to encourage racial discrimination and/or disharmony between persons of different racial groups, or are otherwise involved in activities prejudicial to good race relations.

Use of the School premises by the School, or on behalf of the School (e.g.PTA) are not subject to the charging elements of this policy,

The final decision on compliance lies with the governing body.

Categories of Lettings

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

- i. Community and Leisure Learning (e.g. children's activities and adult education)
- ii. Private (e.g. Wedding Reception)
- iii. Commercial (Advertising / corporate meetings)

The school will:

- 1 Identify an appropriate room/area, ensuring that it open and ready for use at the beginning of the session
- 2 Agree a system to facilitate communication with School staff if and when needed
- 3 Report to governors to inform them of the activities and to ensure that partner organisations are recognised and acknowledged
- 4 Provide access to appropriate whole School policies including health and safety, child protection, accident/incident reporting and equal opportunities.

Responsibilities of the Service Provider/Hirer:

(i) Community and Leisure Learning Activities

1. The services must be appropriately planned and delivered, and a **programme of activities** provided two weeks in advance for the Head teacher or other named person.

2. **Appropriate resources** must be provided. Where School resources are to be used, adequate notice must be given, and the responsibility for any damage of School property remains with the provider. Any resources used must be stored away again in the correct place and left in clean and tidy order.
3. Suitable and sufficient **risk assessments** must be undertaken for each activity.
4. **Young people must never be left unattended.** All participants must be adequately supervised during the session, encouraged to attend promptly, remain for the duration and leave the building promptly at the end. This includes pupils with additional needs and it is the responsibility of the club provider to ensure that sufficient staffing is in place to cater for their needs. Parents/carers or an alternative agreed contact must be informed immediately if any young person leaves a session.
5. 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.
6. Staff and participants should be made fully aware of **fire drill procedures** and any other safety arrangements. Club staff should also be made aware by the parents or carers of any additional needs their child may have and levels of supervision required.
7. **Relevant records** are to be maintained, which can be made available to the School including a register of attendance and a record of activities per session.
8. Providers must hold details of emergency contacts and medical needs for each participant.
9. If any activity involves a trip off School premises, the provider must follow the Local Authority's guidelines.
10. Premises and resources should be left in the condition in which they are provided.

(B) Staffing

Staff must be suitably qualified and experienced, and have undergone Disclosure and Barring Services checks (Enhanced Disclosure). No adult without DBS checks can be involved in any work with children.

(C) Pastoral Issues in relation to children

1. In any situation where a service provider becomes aware of an issue which concerns a **child's safety or well-being** in relation to **child protection** issues, the partner organisation is required to inform (Child Protection designated teacher

– the Headteacher) if the activity takes place during School hours or (Emergency Duty Team) if outside School times.

2. Staff must be aware that they cannot offer guaranteed or unconditional **confidentiality**. If a child discloses any information relating to their own safety or that of any other young person, the relevant School staff must be informed promptly. (*The Headteacher*)
3. All staff are strongly encouraged to attend Merton's Safeguarding Children training

(D) Insurance

The service provider is responsible for indemnifying against injury to their staff and participants, loss or damage to any property occurring as a result of these activities.

(E) Other Matters

All activities organised in the school fall within its management and governance. The school welcomes the contribution of partner organisations and requests that it is informed of any variation to the services described on the first page of the agreement.

(ii) Private and Commercial Letting

1. **Appropriate resources** must be provided. Where School resources are to be used, adequate notice must be given, and the responsibility for any damage of School property remains with the provider. Any resources used must be stored away again in the correct place and left in clean and tidy order.
2. Suitable and sufficient **risk assessments** must be undertaken for each activity.
3. **Young people must never be left unattended.** All participants must be adequately supervised during the session.
4. Staff and participants should be made fully aware of **fire drill procedures** and any other safety arrangements.
5. **Relevant records** of all attendees must be maintained
6. Premises and resources should be left in the condition in which they are provided.

2. Charges

The Governing Body reserves the right to make a charge for the use of School premises. The charge will vary according to the category of letting as laid out in Appendix B.

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 case of a regular booking, payment will be required at the end of each term.

3. Booking Conditions

1. Any movement of furniture required must be undertaken by the Hirer under the direction of the Site Manager / School Business Manager 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. 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 premises for a function.
5. 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.
6. 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.
7. No confetti or rice is to be thrown on the premises.
8. Only adults preparing food are permitted access to the kitchen, where an agreement has been made. Kitchen regulations must be adhered to at all times. It is the responsibility of the Hirer to ensure that the kitchen certificate is signed at the beginning and the end of the let.
9. 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.
10. Smoking is not permitted anywhere in the School building or grounds

11. The Outer London Borough's site manager's agreement does not require them to work at weekends. Bookings can only be accepted when a site manager is prepared to undertake the additional duty.
12. The Hirer must report to the site manager, or designated person at the beginning of any let. Where deposits have been paid for a function, the Hirer must meet with the site manager and kitchen supervisor (or their representative) to sign the Site Manager's Certificate and Kitchen Certificate, accepting the condition of the premises as acceptable at the beginning and the end of the hire period.
13. The Hirer must have their own public liability insurance cover as part of their booking agreement. The School will need to see proof of adequate insurance
14. 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.
16. 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.
17. The Hirer will adhere to all Health and Safety requirements as required by the School.
18. Users should acquaint themselves with the Fire and Safety regulations and procedures relating to the area of the premises in use. These will be clearly displayed in each of the designated areas. It is the responsibility of the Hirer to provide first aid equipment and trained personnel. They must also carry out their own fire drills and organise their own Fire Procedures.
19. Fire Exits must not be blocked or locked, nor should furniture, equipment or other obstructions be placed in the corridors during the hiring.
18. No stiletto heels or similar objects are allowed in the gym/hall area and trainers only on the Astroturf and softplay surface.
19. No food or drink is allowed in any area except designated social areas, unless prior written permission has been granted.
20. Animals, other than Guide Dogs, are not permitted anywhere on the School premises or grounds. This is purely on grounds of hygiene.
20. The School reserves the right to levy an additional charge to cover:
 - Any additional cleaning that may be required after an event
 - The cost of repair of damage to the School fabric or equipment
 - The cost of replacement of any items of School equipment if uneconomical to repair

4. Licences

There are a variety of licences that may be required for different types of function. The onus is on the Hirer to ensure which are necessary, and must produce documentary evidence before the letting takes place. The Hirer will indemnify the School and the LA against any action brought about by failure to obtain the necessary licence(s) The following categories of letting may require a licence:

- Theatre licence
- Copy/Royalty licence
- Cinematography licence
- Alcohol
- Music, Signing and Dancing

5. Booking Procedures

1. Applicants should fill in an application/booking form and return to the main School office.
2. The person signing the application form (then known as “the Hirer”) is responsible for all aspects of the let.
3. By signing the application form, the person signing is acknowledging and agreeing to adhere to all aspects and conditions of our School’s lettings policy.
4. A signed application does not guarantee the booking will be granted.
5. Where the application for a let is accepted, the applicant will be sent a letter provisionally confirming the let and an invoice to cover the cost of the let and any additional returnable deposit required.
6. The Hirer should then pay the booking invoice, in full, 28 days prior to the date of the let, and ensure that they receive a receipt of payment. This will then confirm the booking agreement. Any returnable deposit required (i.e. for special functions) must be paid immediately 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.
7. Where deposits are paid, the Hirer must ensure that he/she meets the representative of the Governing Body (usually the caretaker) and signs for the conditions of the building 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).
8. 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.

9. Hirers will automatically be charged for public liability insurance (with a minimum limit of £5 million) unless proof of adequate equivalent insurance is shown to the School (a photocopy will be taken for the records).

10. Any requests for amendments to the booking must take place at least 14 days prior to the date of the let. 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.

11. All applications will be considered on their merits, taking into consideration the suitability of the activity. 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

6. Cancellations

1. The Governing Body must be notified of any cancellation at least 6 weeks prior to the date of let. However, notification at the earliest possible time is appreciated by contacting the school business manager on 020 846 0454 followed by confirmation in writing.
2. Where notification is given to the Governing Body at least 4 weeks prior to the date of the let, 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.
3. Where notification is given to the School between 2-4 weeks prior to the arranged date of the let, the Hirer will be entitled to a 50% refund only.
4. Where notification of cancellation is given less than 2 weeks prior to the arranged date of the let, the Hirer will not be entitled to any refund.
5. 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.

Please note:

- 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. Complaints Procedure

1. What if the School has a complaint about our group/organisation?

If the School has concerns about a let the following procedures will be followed:-

1. A representative of the Governing Body will verbally raise the concern with the named Hirer.
2. The situation will be monitored for a mutually agreed period of time to allow the issues to be addressed.
3. If the situation remains unresolved, the Hirer will receive written notification of the concern and a mutually agreed period of time will be given to allow the Hirer to address the situation.
4. 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 be terminated immediately.

2. What if I, as the Hirer, have a complaint about my let or booking agreement?

If you as the Hirer have a complaint or concern regarding your let, the following procedures should be followed:-

1. Talk to the named representative of the Governing Body and discuss the problem. Allow 5 working days for the situation to be resolved.
2. 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.
3. 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.)
4. 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.

3. What if a third party complains?

1. If the School receive a complaint from a third party the Governing Body will be notified of the complaint.
2. 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.

3. 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.

Appeals

1. If a Hirer has a letting agreement withdrawn, they have a right to appeal to the Governing Body.
2. The appeal should be made in writing and will be presented at the next full meeting of the Governing Body.
3. The Hirer will be informed of any action and/or decision taken by the Governing Body.
4. The Governing Body's decision is final.

Appendix A

Application Form

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 booking in its entirety and ensure all aspect of the Schools lettings policy are adhered to.

Name of contact _____ Organisation _____

Telephone Number _____ Email _____

ACCOMMODATION REQUIRED	TIME FROM TO	DATES	TOTAL HOURS	COST PER HOUR	TOTAL COST
Main Hall					
Small Hall/Extended Services					
Classroom(s) x					
Playground					
Multi sports Pitch (Astroturf)					
Kitchen					
ADMINISTRATION CHARGE					
PUBLIC LIABILITY INSURANCE					
RETURNABLE DEPOSIT					
TOTAL COST					

Nature and object of hire
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?
Will charges be made, if so how much and what for?
To what purpose will any proceeds be donated?
How many chairs will be required?
How many tables will be required? Adult : _____ Childrens' : _____
Any other equipment required (e.g.O.H.P.) ?

Appendix C

Hirer – Information Checklist

Before returning application, the Hirer must ensure they are able to produce the following information/documentation if required:

- Current enhanced criminal records check (DBS) for all staff and volunteers
- Health and Safety Checks
- Relevant Insurance
- Risk Assessment
- Child Protection Policy
- Reporting Procedures relating to the above

Appendix D

Booking procedure checklist

Interested party contact School for letting information

- 1 School issue interested party with a lettings policy information pack
- 2 Interested party (now referred to as Hirer) return application form along with relevant documentation/information the School has requested (re: appendix C)
- 3 School assess suitability of booking
- 4 School check dates and times are available
- 5 School check availability of site manager
- 6 School provisionally book let into diary with Hirer's contact details
- 7 School send booking partnership agreement (x2) and invoice to Hirer with Schools information pack (eg.map, relevant policies)
- 8 Hirer return signed booking partnership agreement and pay for letting
- 9 School send out booking confirmation letter and receipt of payment

Appendix E

Booking partnership agreement

Dear.....

Please find enclosed two copies of the booking partnership agreement. Please ensure that you have read all booking policies and procedures before signing and returning one copy to the School, the second copy is for your records.

Please also find enclosed the booking invoice.

Your booking will be confirmed on receipt of a signed partnership agreement and payment.

Yours sincerely

(on behalf of the School)

Appendix F

The agreement confirms that

I.....representing.....(organisation)

have read, understood and agree to the conditions outlined in Hollymount XX School's booking policies and procedures.

Booking date(s).....

Booking time(s).....

Area(s).....

For the School	For(provider)
Name	Name
Position	Position
Signature	Signature
Contact tel:	Contact tel:
Email	Email
Date	Date

Appendix G

Confirmation of booking to let School premises

Dear

This letter is to confirm your booking to let the School premises. Please find enclosed a receipt of payment.

We hope that you find our premises more than satisfactory for your purpose and we ask that you please feel free to contact us with any queries or comments.

Yours sincerely

(on behalf of the School)

Appendix H

School policies and procedures:

- Health & Safety
- Child Protection & Code of Conduct for Safe Practice
- Equal Opportunities
- Accident/Incident reporting
- Fire/evacuation procedures