

St John Baptist (Southend) CE Primary School



LETTINGS POLICY

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By: Curriculum and Pupil Welfare Committee

Lettings Policy and Conditions

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INTRODUCTION

The Governing Body of St John Baptist Primary School is keen to see that the premises at our school are used for the benefit of the whole local community. The education of children is the prime purpose of our school, however we believe education is a life-long process which should be open and accessible to all. This handbook outlines the policy of our school with regard to letting. It sets out the facilities available, the charges and the responsibilities of the Governors and the users when the school premises are hired.

The use of our school premises at all times other than during the school day is under the control of the Governing Body of our school. (Education Act 1986, sect.42 no.2)

Our lettings policy operates within the framework of our Equal Opportunities Policy.

The Sex Discrimination Act 1985 and the Race Relations Act 1976 apply throughout this policy and will be adhered to throughout all stages of our lettings procedures.

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.

In deciding whether or not to let our premises the Governing Body will also have regard to the likelihood of any damage being caused to the premises, or neighbouring premises, and any nuisance that may arise, as a result of accepting the booking.

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.

We will consider letting to any group able to comply with the terms and conditions outlined in this policy. These terms and conditions are clearly stated in our Conditions of Usage and Booking procedures documents, which will be sent out with all application forms.

The final decision on compliance lies with the Governing Body.

CONDITION OF BOOKING

1. The use of our school premises is permitted by the Governing Body on the understanding that the following rules are adhered to at all times.
2. Once you, the Hirer, have accepted a permit to use the school premises, you are automatically bound by all terms and conditions of usage of the premises. The Governing Body have the right to vary these terms and conditions at any time.
3. The person signing the application form, on behalf of their organisation, (then known as the Hirer) is personally responsible for ensuring that all terms and conditions of our lettings policy are adhered to.
4. The requirements of the school 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 Education Authority on the issue of licenses for such purposes.
5. If a hirer is uncertain as to the application of any of the licensing regulations, he/she should obtain further information from the Licensing Officer of Lewisham Borough Council. A hirer who is organising events for children must have regard for the requirements of The Children Act 1989.
6. Safeguarding – Any organization submitting a lettings request involving working with children, young people or vulnerable adults must submit to the school a signed copy of their current Safeguarding Policy.
7. The hirer shall indemnify and keep indemnified the respective bodies and persons from and against all loss and damage which may be sustained or incurred 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.
8. 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.
9. 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.
10. 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.
11. 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.
- 12 (a) No musical works in the repertoire of the Performing Right Society may be performed in public on the premises except on payment to the Society of the appropriate fee, or ensuring that any external companies brought into school have the correct public performing licenses in place. The hirer is responsible for this compliance.

(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. No performance of any gramophone or other record in which any copyright subsists shall be given on the premises unless the previous consent of the Phonographic Performance Ltd., or other owner of the copyright has been obtained by

the hirer and all necessary fees paid. The hirer must make his/her own inquiries as to the existence of any such copyright as aforesaid. Proof of permission to use the piece of work must be shown to the Governing Body of the school at the time of booking.

(c) The hirer and the guarantor shall indemnify and keep indemnified the Council, Education Committee or the Governing Body from and against all costs, claims and demands which may be made against the Council, Education Committee or the Governing Body for any breach or infringement of copyright.

13. The Council, Education Committee or 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 whether of the Council, Education Committee or Governing Body or otherwise or by any body or person having a statutory right of user.

(b) If any damage has been caused to the premises or to any property of the Council 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 Lewisham Borough Council's licensing conditions or of the Justices in connection with public dancing, music or other public entertainment's occur.

(d) If, for any reason, the Council, or 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 to the Governing Body 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.

14. The use of a film projector with non-flammable films may be permitted subject to the approval of the Council, or the Governing Body, of the type of projector and to any conditions prescribed by the Council and other appropriate authorities as precautions against fire and panic.

15. No person under the age of 18 years is permitted on the premises without adequate adult care and supervision.

16. The right of access to all parts of the school premises whether or not included in the permission for user is reserved to the Council, Governing Body or any officer authorised by them or any of them and the hirer shall not obstruct or interfere with this right.

17. No alterations or additions to the electrical installations at the school may be made.

18. No additional staging, curtaining or scenery may be erected without the previous consent in writing of the Governing Body 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 Council and shall be returned to their original state immediately after usage, at the expense of the hirer.

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 Governing Body.

All such curtaining or scenery shall be rendered non-flammable. Stage scenery and other effects must neither be brought on to the school premises nor taken away while the school is in session except with the express permission of the Governing Body and Head of School.

19. Furniture, including chairs, must not be removed from the school premises nor for use either on the playground unless prior permission has been applied for and granted by the Governing Body.

20. No advertising may be placed in any area of the school premises without the direct permission of the Head of school.

21. 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.

22. If the terms and conditions of hiring are contravened in any way, the Governing Body 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.

23. 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.

24 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.

25. The Governing Body reserve the right to refuse an application for the use of the premises and to refuse permission to, or remove from the premises any person.

26. The Governing Body's decision as to the interpretation of these conditions shall be final and conclusive.

To be attached to application form CONDITIONS OF USAGE

1. Any movement of furniture required must be undertaken by the hirer under the direction of the premises staff 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. There is limited car parking on site and cars parked on school premises are done so at the owners own risk. Adequate public car parking can be found in the surrounding roads. Where car parking is required to deliver items as required by the user, 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. 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.
5. No drugs shall be bought on to or consumed on the premises. Any person thought to be under the influence will be refused admittance.
6. 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 premise for a function.
7. 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.
8. 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.
9. No confetti or rice is to be thrown anywhere on the premises (inside and out).
10. The school's No Smoking Policy must be adhered to at all times.
11. The school does not require our premises team to work at weekends. Bookings can only be accepted when our premises team is prepared to undertake the additional duty.
12. The hirer must report to the premises team or SBM at the beginning of any let. Where deposits have been paid for a function, the hirer must meet with the premises team (or their representative) to sign the Premises Certificate, accepting the condition of the premises as acceptable at the beginning and the end of the hire period.
13. The hirer must take out public liability insurance cover as part of their booking agreement unless proof of equivalent adequate insurance is shown to the school.
14. The hirer will adhere to all aspects of our lettings policy at all times through the procedure of applying for and accepting a let on our premises.
15. 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.
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. 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 or supervising personnel,.
19. The hirer must have access to a mobile phone at all times throughout the letting to cover any emergency event.
20. No stiletto heels or similar objects are allowed in the gym/hall area.
21. No food or drink is allowed in any area except designated social areas, unless prior written permission has been granted.
22. The hirer understands that they will also be charged, by the hour, for the premises team to open up and secure the school before and after any lettings.

Scale of Charges for Letting

Area	Daytime – term time 9am – 6pm		Holidays – daytime 8am – 6pm		Evenings 6pm – 11pm		Weekends 8am – 11pm	
	Private	Commercial	Private	Commercial	Private	Commercial	Private	Commercial
Main Hall								
Premises Team per hour per person								

Copy to be attached to application form

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 Premises Team) 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 Premises Certificate (where applicable).
8. Where applicable, the Premises 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 must provide proof of adequate insurance 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 £10.00. 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.

BOOKING TIMES

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.
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.
3. Availability of the premises is negotiable. Please contact the school to find out the current hours of access.

CANCELLATIONS

1. The Governing Body must be notified of any cancellation at least 4 weeks prior to the date of let. However, notification at the earliest possible time is appreciated.
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. 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.

CRITERIA FOR PRIORITY WHEN DECIDING WHO TO LET TO

The criteria for bookings are as follows:

- Parents attached to the school
- People living in the school's local community voluntary organisations
- Single parent support groups
- Self-help groups
- People with a disability
- Ethnic minority groups
- Low income groups
- Children's groups
- Women's groups
- Youth groups

COMPLAINTS PROCEDURES

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 two sessions to allow the issues to be addressed.
- 3) If the situation remains unresolved, the Hirer will receive written notification of the concern and a further two sessions 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 still 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 of school 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 PROCEDURE

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.

BOOKING PROCEDURES CHECKLIST

1. Issue application + Conditions of Usage and Booking Procedures to the potential Hirer (as attached).
2. Receive completed application form (mark date of receipt).
3. Assess suitability of applicant.
4. Check availability of premises.
5. Check availability of premises team
6. Book let into diary with hirer's contact number and ensure copy of liability insurance has been taken (*)
7. Send permit and invoice for booking (including hourly charge for premises team.
8. Receipt of deposit/payment in full.
9. Send receipt of payment to the hirer.
10. Receive any outstanding payment (where in two stages).
11. Confirm booking in diary and with premises team
12. Send receipt to hirer and confirmation of booking.
13. Process payment

* See Appendix b

Application Form for the use of School Premises

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 payment of all charges relating to the booking and will ensure that all aspects of our lettings policy are adhered to at all times.

Accommodation Required	Time From To		Dates	Total Hours	Cost per hour	Total Cost
Returnable Deposit						
Total Cost						

Name of Organisation
Nature and object of meeting
Will any copyright material be used? (If yes, have licenses been provided with application?)
Estimated number of people to be present
Estimated number of children under 18 years to be present (have policies and procedures for safeguarding been checked?)
Estimated number of adults (over 18) to be present
Will charges be made? If so, how much and what for?
To what purpose will any proceeds be donated?
Details of any equipment to be bought (including electrical equipment)
Use of school equipment (Please specify your request): How many chairs will be required? How many tables will be required?
Has DBS been carried out?

For Office Use Only	£	
Cancellation Costs		
Additional Administration (Amendments)		
Permit Number	Invoice Sent	Payment Received

To the Governing Body of St John Baptist 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 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 require 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 £2,000,000 in respect of any one accident.
2. Damage to any property belonging to the Council to a limit of £50,000 in respect of any one incident, with an excess of the first £100 of any loss or damage in respect of each hiring.

I, on behalf of my organisation, have taken out and have demonstrated Public Liability Insurance as a requirement of conditions to use the school premises within the school letting policy.

I am aware that in having this cover does not absolve myself 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 the Chair of the Governing Body, of any accident, damage or proceedings and no repudiation of liability negotiation or admission of liability shall be made to any Third Party.

I, on behalf of my Organisation, agree to indemnify and keep indemnified the Governing Body, SDBE and Council from and against all loss, damage, costs, claims, demands, expenses or charges which the Governing Body, SDBE 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, SDBE 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, SDBE or Council on demand at the school office, SDBE or Council's principal offices in Lewisham, all such sums as may be payable by reason of this indemnity.

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 _____

Tel Number: Home _____ Work _____ Mob _____

Date _____

Lettings Invoice

Date: _____

Dear

With reference to your application to let school premise dated _____ . We are pleased to inform you that permission has been given to use the accommodation/facilities at our school, details as stated below.

- 1) All regulations stated in our School Letting Policy being met.
- 2) The receipt of payment of any deposit required with _____ days of the date of invoice, and;
- 3) The cost of your let (As stated below), being paid within _____ days of the date of this invoice.

Accommodation Required	Time From	To	Dates	Total Hours	Cost per hour	Total Cost
Returnable Deposit						
Total Cost						

Yours Sincerely

All cheques should be made payable to St John Baptist Primary School

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 _____ the sum of £_____ which is the balance now due.

Cheques should be made to “John Baptist C of E Primary School” and returned to the address as shown above.

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

We thank you for your cooperation.

Yours Sincerely,

On behalf of St John Baptist C of E 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 that you will find our premises a satisfactory venue for you let and will consider using us again in the future.

Yours Sincerely

On behalf of St John Baptist C of E Primary School

HIRER'S AGREEMENT

(Premises Certificate)

This agreement must be signed by both the Hirer (or Agent) and the Premises team
This agreement calls for the Hirer (or Agent) and Premises team to check the condition of the area and facilities covered by the Hirer's booking at the beginning and end of the letting.

This agreement also covers any time which is spent by the Premises team 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 Signature:.....

Premises team: Signature:.....

Date

Time

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

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

Estimated time required:_____

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

HIRER Signature:.....

Premises team : Signature:.....

Date

Time

(*Please delete as necessary)