



# Chestnuts Primary School



Lettings Policy

June 2019

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## Letting Policy

### Introduction

We at Chestnuts regard 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 school is to provide the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

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.

### Types of Lettings

Hire Agreements are those where an individual or organisation wishes to hire facilities on a one off basis, these lettings should still be subject to a formal lettings agreement and follow the same principles as a continuous letting. Licence Agreements are for a longer-term agreement where the user won't have exclusive possession of the particular premises.

### Letting Agreement

All lettings (even those where no charge is made) must be subject to a letting agreement, this will detail the terms of the letting and must be signed by both the school and the hirer. A letting should only be confirmed as accepted when a signed letting agreement is in place. Any amendments to an agreement will require a new agreement form to be signed.

### Charges for a Letting

The Governing Body is responsible for setting charges for the letting of the school premises.

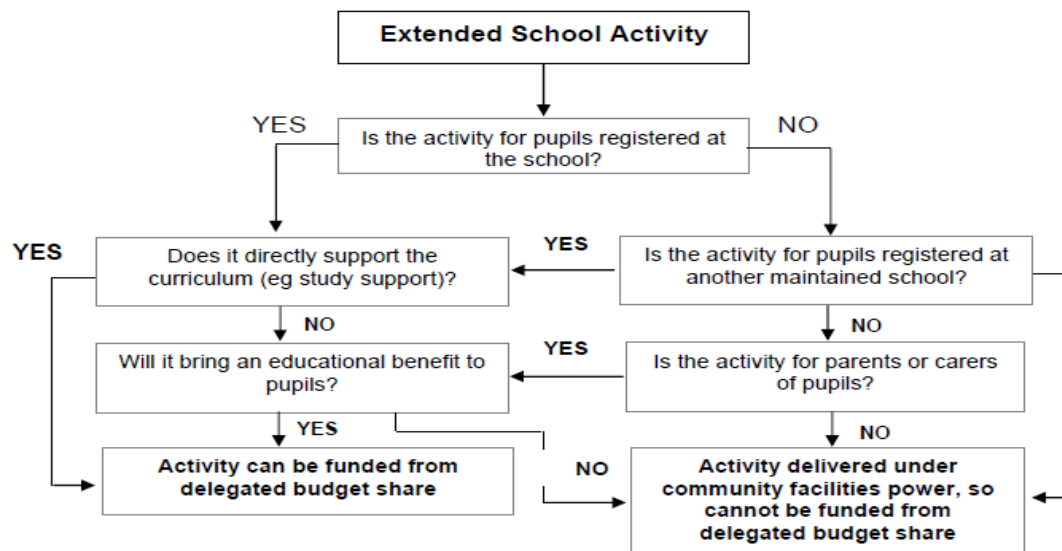
A charge will be levied which covers the following:

- ◆ Cost of services (heating and lighting);



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- ◆ 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).



### Safeguarding

If the Hirer is working with children they must follow the guidance issued in Working Together to Safeguard Children 2018.

“It will be necessary for the hirer to undergo an enhanced DBS check if a particular letting involves contact with children and young people. It is the responsibility of the hirer, as advised by the Headteacher, to ensure that they have complied with this requirement and any relevant Haringey Safeguarding Children Board requirements for working with young people. When there is a requirement for DBS checks on associated staff to be undertaken, the Hirer must keep appropriate records in line with current Safeguarding and Child Protection best practice and report to the school any safeguarding concerns which may arise.

The Hirer will be required to provide evidence that DBS checks have been carried out on request. They will also be expected to show they have robust Safeguarding arrangements in place and that there is a named “designated person” for referring Child Protection and Safeguarding concerns. The policies and procedures related to Safeguarding and Child Protection should be robust enough to stand up to scrutiny in line with the expectations of the school. National organisations may have their own safeguarding policies and procedures that stand up to scrutiny and the school should satisfy themselves that the person responsible for the lease is fully aware of Haringey’s policies and procedures as well.

Where the hirer is providing sporting activity or coaching, valid and current First Aid certificates must be in place when school’s First-Aiders are not present.

A certificate of public liability insurance must also be in place for the provider. Coaches working for that provider must also be able to show evidence of public



liability cover if that is a requirement of their role within the organisation that is hiring or letting the school premises.

An initial Safeguarding meeting may be appropriate prior to the beginning of a lease, to allow a briefing on how to report a CP concern in Haringey and how to contact the LADO if there is a concern about the suitability of an adult to work with children, meeting the criteria stated below –

1. Behaved in a way that has harmed a child, or may have harmed a child;
2. Possibly committed a criminal offence against or related to a child;
3. Behaved towards a child or children in a way that indicates they may pose a risk of harm to children.

The school must also be made aware of any safeguarding concerns that become apparent during the course of the lease.

“The School is expected to pay due regard to the Prevent Duty 2015 and as such should not hire or lease school premises or facilities to groups that have extreme ideologies, viewpoints or links. If a school becomes aware of a Prevent concern regarding a group or individual using their premises and facilities or applying to do so, they should report their concerns through 101, through Children's social care or Adult services or through any other official reporting routes available to them.”

### **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).

### **Sporting Facilities - VAT**

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.

On the letting of sports facilities for sports, the VAT exemption does not apply to commercial organisations.

### **Management and Administration of Lettings**

The Headteacher is responsible for the management of lettings.

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, they will consult with the Governing Body.

### **The Administrative Process**

Organisations seeking to hire the school premises should approach the School Business Manager (or other designated members of staff), who will identify their requirements and clarify the facilities available. A Booking Form for School Lettings (appendix 1) should be completed at this stage. The starting and finishing times on the booking form should be such, to allow time for any setting up and clearing up respectively. The Headteacher/ Governing Body has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given in writing.

No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved, confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement.

The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the school's current scale of charges. (Schools may wish to seek payment in advance in order to reduce any possible bad debts.)

For Single Bookings, the hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All lettings fees which are received by the school will be paid into the school's individual bank account, in order to offset the costs of services, staffing etc (which are funded from the school's delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved.

An annual report on lettings will be made to the governing body and will include information on users, finances, incidents and accidents, enquiries and any lettings refused.

### **Terms and Conditions**

The terms and conditions can be changed depending on the hirer (eg. Whether playground use is required, access into the building is needed etc)

All terms and conditions 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 and ensuring the terms and conditions are adhered to.



### Appendix 1 – Booking Form for School Lettings

(Please use BLOCK CAPITALS)

Name of Applicant:
Address (Individual or Organisation):
Telephone and Mobile number:
Email Address:
Name of Organisation:
Activity of Organisation:
Registered Charity/ Company registration number:

Booking type: Single Booking (Section 1)       Long Term Agreement (Section 2)

#### Section 1

Purpose of Hire: _____  Premises Requested: Main Hall <input type="checkbox"/> Infant Hall <input type="checkbox"/> Playground <input type="checkbox"/> Garden Room <input type="checkbox"/>  Date of Booking: _____ Start Time _____ End Time _____  Total number of: Adults _____ Children _____  Booking times must allow sufficient time for preparation and clearing away before and after the event.  Equipment required: Tables <input type="checkbox"/> Chairs <input type="checkbox"/> Stage <input type="checkbox"/>  Other arrangements: _____
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#### Section 2

Purpose of Hire: _____  Premises Requested: Main Hall <input type="checkbox"/> Infant Hall <input type="checkbox"/> Swimming Pool <input type="checkbox"/> Playground <input type="checkbox"/> Garden Room <input type="checkbox"/>  Day(s) of week requested: Monday <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday <input type="checkbox"/> Saturday <input type="checkbox"/> Sunday <input type="checkbox"/>  Fee (specify per hour or per session): £ _____  Start Time _____ End Time _____  Requested Start Date: _____ End Date: _____
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<b>Section 2 (Continued)</b>
Equipment required (please specify your request):
Details of any Electrical Equipment to be brought:
Maximum Attendance:
Number of Supervising Adults:
Relevant Qualifications of Supervising Adults
Where applicable have all supervising staff had a DBS check carried out? When? Whom? <b>(please enclose copies)</b>
Booking times must allow sufficient time for preparation and clearing away before and after the event.

The Governing Body does not provide any warranty that the Premises, facilities and equipment provided are suitable for the intended purpose of the hire. The Hirer is required to satisfy themselves that their requirements are met and the facilities are fit for purpose.

Will refreshments be served?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Will alcohol be consumed?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, will the alcohol be served or sold?	Served <input type="checkbox"/>	Sold <input type="checkbox"/>
If permitted by the School, the relevant licence must be obtained for all events that will involve the sale of alcohol, gambling and public entertainment.		

<p>Dates during the year when the Hall will be unavailable due to school use or closure will be issued at the beginning of the school year in September. These dates may be subject to change, but prior notice will always be given if the premises become unavailable due to unforeseen circumstances. The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (see Terms and Conditions for further details). The Hirer confirms that arrangements are in place with reference to First Aid (see Terms and Conditions for further details). The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment (see Terms and Conditions for further details)</p> <p><b>I have read and understood the policy and conditions required of me as Hirer.</b></p> <p>Any other relevant information:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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I have read and accept the terms and conditions of Hire and I confirm that I am over the age of 18.

Signed (Hirer): \_\_\_\_\_

Full name: \_\_\_\_\_

Date: \_\_\_\_\_

You will be sent confirmation of whether this application has been accepted or rejected by post or email. No letting will be regarded as booked until the deposit and booking fee is received in full and the Hire Agreement has been signed by the Hirer and the School.

**Please return for to:** Elliott Anderson (School Business Manager) at the school office or via email to [finance@chestnutsprimary.com](mailto:finance@chestnutsprimary.com)

**(School use only)**

This application for letting is: ACCEPTED  REJECTED

Signed: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Evidence of own insurance cover supplied and approved: Yes  No

**If no**, include in Schools insurance cover: Yes  No

Does the letting involve working with children/young people: Yes  No

**If yes**, has the School followed their safeguarding procedures: Yes  No





## Appendix 2 – Conditions of Hire

### Particulars of Hire

Chestnuts Primary School permits the hiring of facilities within the School Premises as set out below on the Conditions of Hire and Booking Form attached and the following particulars apply:

Name of Hirer	
Address of Hirer	
Premises to be hired	
Hire Period	From [Date and Time] _____ To [Date and Time] _____
Hire Fee	
Deposit	
Permitted Use	
Equipment provided	
School Emergency Contact	
Any other information or arrangements	

Signed on behalf of the School: \_\_\_\_\_

The Hirer confirms that they have read and understood these Conditions of Hire and agrees to be bound by such terms and conditions from the commencement of this agreement.

Print Name: \_\_\_\_\_

Signed on behalf of the Hirer: \_\_\_\_\_ Date: \_\_\_\_\_

Hire of School Premises: \_\_\_\_\_



## **Terms and Conditions** (delete or alter as required)

### **1. Interpretation**

- a. Hirer: person making the application for a letting who will be personally responsible for payment of all fees or other sums due in respect of the letting.
- b. Governing Body: means the Governors of Chestnuts Primary School.

### **2. Term, effective date of Agreement**

The term of this Agreement will be for use of the \_\_\_\_\_ on dates \_\_\_\_\_ that the school is not utilising the \_\_\_\_\_. On any day, that the school or any entity granted permission by the Governing Body is using the \_\_\_\_\_ the team shall not be able to use the \_\_\_\_\_. Prior notice of at least 2 weeks from the Governing Body will be given to the Hirer.

### **3. Use and Access**

- a. The Governing Body permits the Hirer to access and use of the \_\_\_\_\_ on the times specified by the booking form.
- b. The Governing Body do not warrant that the \_\_\_\_\_ is fit or suitable for the purpose of the hire.
- c. The Hirer is responsible for ensuring these terms and conditions of use are observed and for the effective supervision of the arrangements and activities on the school Premises during the Hire Period and for the prevention of disorderly behaviour.
- d. The Governing Body retains the right to access the school Premises at all times during the Hire Period and the Hirer must comply with any reasonable instructions given by School staff.
- e. The \_\_\_\_\_ remains in the Governing Body's legal possession notwithstanding the Hirer's occupation during the Hire Period and such occupation shall not be deemed to constitute or create any lease or tenancy.
- f. Access to the site will be managed by the Lettings Officer on the day, where he/ she will remain on site at all times to act as key holder for the hire session.

### **4. Restrictions on Use**

- a. The Hirer shall not use the Premises for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Governing Body or any owner or occupier of neighbouring property.
- b. If The Hirer shall not make any alterations or addition to the Premises, shall not affix any items to the Premises and no interference is to be made with School property/equipment or other parts of the building which do not form part of this hire agreement.
- c. If the school has any food supplies in storage within the garden room kitchen this must be left untouched and kept stored in their proper place, as initially found.
- d. If the hire agreement allows use of the garden room kitchen, any leftover food and drink must be taken away from the school premises at the end of day. This kitchen must be left in a presentable manner.



- e. Any storage space must be agreed with the School Business Manager/ Lettings Officer before using.
- f. The use of school equipment must be agreed in advance of the letting.
- g. Alcohol is not to be allowed to be brought onto or consumed on the Premises at any time.
- h. Illegal drugs are not to be brought onto or consumed on the Premises.
- i. No items of a flammable, dangerous or noxious character may be brought onto the Premises, including fireworks, confetti or gas.
- j. Smoking is not allowed on the Premises at any time.
- k. No betting, gaming or gambling is allowed on the Premises
- l. Dogs, other than guide dogs for the blind or other assistance dogs, shall not be allowed on the Premises.

### **5. Hire Fee and Deposit**

- a. The Hire Fee is £\_\_\_\_\_ per hour/ session and is payable in advance termly
- b. The School reserves the right to require a deposit over and above the Hire Fee as a surety against damage to the Premises (including any Equipment) or the Premises being left in an unacceptable condition requiring additional cleaning, caretaking or other expenses

### **6. Condition and Damage**

- a. The Hirer will keep the \_\_\_\_\_ in a clean and tidy condition when in occupation. The Premises must be left in the same condition as before the Hire Period. No food, rubbish or other belongings of the Hirer should be left on the Premises. Waste refuse sacks should be used and can be disposed of in the school's refuse area. If additional cleaning is necessary, the Hirer will be charged accordingly.
- b. Any damage, destruction or theft that occurs during the Hire Period in or to the Premises, to the building, equipment or School property will be the responsibility of the Hirer and the Hirer shall pay to the School the cost of making good any such damage. Any damages or breakages must be reported.

### **7. Insurance**

- a. The Hirer must hold public liability insurance in respect of their occupation of the Premises for a minimum of £5 million and will provide a copy to the Governing Body.
- b. The Hirer must hold Employers Liability insurance for a minimum of £5 million indemnity in accordance with compulsory legal requirements. A copy must be provided to the Governing Body.
- c. The Governing Body may at its discretion waive the requirement to hold public liability insurance/employers liability insurance where the Hirer is an individual or small informal group of individuals (not using the Premises for commercial or business purposes) who do not hold these insurances and who may find it difficult to obtain. In these circumstances, the School will arrange for the Hirer to be covered under the Schools own insurance and any extra associated costs will be reflected in the Hire Fee.



## **8. Indemnity**

a. The Hirer shall keep the Governing Body indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value or loss of amenity of the Premises) arising out of the use of the Premises by the Hirer or from any breach of any of the Condition of Hire by the Hirer, or any act or omission of the Hirer, or any other person on the Premises with the actual or implied authority of the Hirer.

## **9. Loss**

a. The Governing Body does not accept liability for any loss, theft or damage to property brought onto the Premises by or on behalf of the Hirer or damages to vehicles parked in any car park provided or injury to any person however caused.

b. The Governing Body shall not be liable for any loss or damage suffered by the Hirer as a direct or indirect result of the performance of this hire agreement being prevented, hindered or delayed by reason of any act of god, riot, strike or lockout, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, difficulty in obtaining workmen's materials or transport, electrical, power failures or other circumstances whatsoever outside its control and which affect the provision by the School of access to or use of the Premises.

## **10. Assignment**

a. This hire agreement is personal to the Hirer and the Hirer shall not assign or underlet or part with or share possession or occupation of the Premises.

## **11. Health and Safety**

a. The Hirer must comply with all laws relating to the Premises and the occupation and use of the Premises by the Hirer, including but not limited to Health and Safety legislation.

b. The Hirer should, as far as possible, have an accurate list of those present.

c. Any portable electrical equipment to be used must have a current PAT test certificate if electrical.

d. The Hirer must ensure they are aware of the fire exits and the fire and emergency evacuation procedures. The Hirer is required to take any precautions necessary to ensure the safety of those attending during the Hire Period, including ensuring the means of escape from fire are not blocked or impeded.

e. The Hirer will immediately inform the School of any emergency, accident or serious incident that occurs during the Hire Period by telephoning the School Emergency Contact. The Hirer will be responsible for reporting any accident to the Health and Safety Executive.

## **12. Safeguarding and Child Protection**

a. Hirers providing services to children must have policies and procedures in place to ensure children's safety and any Risk Assessments and DBS certificates required by the Hirer must be supplied to the Governing Body upon request.

b. At an event where the number of children is likely to exceed 100, the Hirer must ensure that a sufficient number of adults are stationed to



prevent more children being admitted, to control the movement of the children and to take all reasonable precautions for the safety of the children as required by the Children's and Young Person's Act 1933.

### **13. 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 schools resources is not available.

### **14. Electrical Equipment**

Any electrical equipment brought by the Hirer onto the school site **MUST** comply with the LEA 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 LEA. The intention to use any electrical equipment must be notified on the application.

### **15. Car Parking**

a. Subject to availability, these may be used by the Hirer and other adults involved in the letting.

### **16. Cancellation**

a. This agreement may be terminated by either party at a date earlier than the termination date (\_\_\_\_\_) by giving to the other at any time at least 1 months' notice in writing which shall include an explanation for the reasons subject to the right of either party in respect of damages or costs incurred as a result of such early termination. No payment other than a refund of the paid hire fee will be made by the Governing Body.

b. The Governing Body may terminate this agreement immediately in the event that the Hirer is found to be in a fundamental breach of the terms of this agreement which in the reasonable opinion of the Governing Body is not capable of being remedied and no Hire Fee (or part thereof) shall be refundable.

c. The Hirer may cancel individual sessions at any time by contacting the Governing Body. If a booking is cancelled with more than one weeks' notice, the full Hire Fee will be repaid. If less than one weeks' notice is given, only 50% of the Hire Fee will be repaid. The Hirer will pay the full cost of the hire for bookings cancelled less than 24 hours before commencement of the Period of Hire.

### **17. Advertising**

The Governing Body must approve of all advertising and posters concerning the use of the premises.

### **18. Hire of Swimming Pool (Only)**

a. On the hire of the swimming pool The Hirer will be solely responsible for the health, safety and welfare of the pool users during the entire period of the hire. The Governing Body accept no liability for the personal injury or loss of life during the entire period of the hire.



b. The lifeguard provision for the entire period of the hire is the sole responsibility of The Hirer who should ensure that adequate safety provision is in place.

### 19. Hire of Swimming Pool (with Lifeguard/ Instructor)

a. On hire of the swimming pool with instructor/ lifeguard the Governing Body will ensure that appropriately trained and qualified lifeguard staff are available during the entire period of the hire.

b. The Hirer shall remain responsible for the behaviour and supervision of the users whilst they are using the changing rooms - the provision of the lifeguard is to ensure water safety in the pool only. The Governing Body take no responsibility for accidents, loss or damage outside the pool.

c. The period of the hire is determined by the length of time The Hirer will be using the pool house which includes the swimming pool and changing facilities.

d. Pool hirers may use our swimming lesson resources during the hire, however, any loss or damage of equipment will be charged.

## Chestnuts Primary School's Letting Charges 2019/20

Locations	Concessionary fees (Chestnuts Parents)	Letting Fee
School Hall (Community Wednesday)	£30.00 per hour (£15.00 per hour)	£40.00 per hour (£20.00 per hour)
Garden Room (Community Wednesday)	£22.50 per hour (£15.00 per hour)	£30.00 per hour (£20.00 per hour)
Playground with toilet facilities	£30.00 per hour	£40.00 per hour
Swimming Pool (only) (Community Wednesday)	£40.50 per hour (£25.00 per hour)	£54.00 per hour (£31.25 per hour)
Swimming Pool (with instructor/ lifeguard)	£63.00 per hour	£84.00 per hour
Separate Annex Building with playground	£30.00 per hour	£40.00 per hour
Basement Storage (payable weekly)	£10.00 per week	£12.50 per week
<p><b>Additional Charges:</b> For bookings that start or finish outside of normal school operating hours, an increase in charges (e.g. to cover the cost of heating, unlocking and locking of the premises, etc) may be made at the discretion of the Governing Body.</p>		
<p><b>Equipment</b> Any additional equipment may be arranged / supplied by specific request. All equipment must be requested 14 days in advance of the booking.</p> <p>Equipment - Schedule of charges Incorporated in the venue hire fee we include the use of 50 chairs, 20 tables and</p>		



benches. For numbers greater than this there will be an additional charge. There is also an additional charge of £10.00 if you require seating and tables set up prior to your event starting.		
Performance Stage (max size 4m x 3m)	£15.00 per session	£15.00 per session