Primrose Hill Primary School



Lettings Policy

1. Induction

The Governing Body of Primrose Hill School is committed to making every reasonable effort to ensure the buildings and grounds ("the premises") of the school are available for community use. Where there is a conflict between a 'hiring' and a school event, priority will always be given to school events.

The overriding aim of the school is to provide the best possible education for its pupils, the promotion of equality of opportunity and the community cohesion of the local area. Any lettings of the premises to outside organisations will be considered with this in mind.

2. Definition of a Letting

A letting may be defined as:

'Any use of the school premises by either a community group or a commercial organisation, regardless of whether a hiring fee is charged.'

This may be a community group (such as a local community music group or football team), or a commercial organisation. It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils, and the schools budget share may not be used to subsidise lettings.

3. Charges

The governing body is responsible for setting the charges for the hiring of the school premises. There are reviewed on an annual basis by the Governors' Resources Committee.

4. Discounts

The Headteacher is able to offer any discounts or agree a subsidy for any lettings, as they deem appropriate.

5. Minimum Hire Period

The minimum hire period is one hour.

6. Deposits

The school reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition incurring additional costs for cleaning, caretaking or other expenses.

7. Payments

Payment for individual bookings will be required in full at the time of booking. Payment for recurring bookings will be required half termly in advance.

8. Cancellations

The school will seek to recover any costs incurred by the school that are unavoidable and result directly from the cancellation of a letting. The timescale and charges for cancellations are set out in the Terms and Conditions of Hire.

9. Availability Facilities and Times

The following areas of Primrose Hill Primary School are available to hire:

- Ground Floor Dining hall
- Middle Floor Hall
- Top Floor Hall
- Single or multiple classrooms
- Playground including multi use games area
- Community room

Facilities include:

- Disabled access toilet
- Toilet facilities
- Parking (subject to availability)

The earliest and latest possible letting times are set out below. However, all proposed timings within these restrictions are subject to the approval of the Headteacher.

	Earliest letting time	Latest letting time
Weekdays Term Time	18.00pm	9.00pm
Weekdays during School Holidays	9.00am	9.00pm
Weekends	9.00am	6.00pm

10. Conduct of Users

This is set out in the terms and conditions of hire in Appendix 1.

11. Management of Lettings

The Governing Body has delegated day-to-day responsibility for lettings to the Headteacher. Where appropriate, the Headteacher may delegate all or part of this responsibility to the School Business Leader whilst still retaining overall responsibility for the lettings process.

The Headteacher has delegated authority to determine the security risk for each letting and will be responsible for allocating a continuous security presence or other control measure. An annual report on lettings will be made to the Resources Committee and will include information on users, finances, incidents and accidents, enquiries, and any lettings refused.

12. Considering Applications for Lettings

Organisations or individuals seeking to hire the school premises should contact the School Business Leader, who will provide the Terms and Conditions of Hire (which include details of current charges) and a Lettings Booking Form (see Appendix 2).

The Lettings Booking Form should then be completed, signed and returned to the School Business Leader, with the supporting documentation specified. A record of all applications will be kept on file.

The Headteacher will decide on each application with consideration to:

- Interference with school activities.
- The availability of the facilities and required staff.
- The ethos and values of the school.
- The school's equal opportunities, health and safety and safeguarding policies.
- Health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.
- Maintenance of the security of the site.
- Potential noise/traffic disturbance to local residents and parking.
- The earliest and latest letting times as agreed by the school.

Priority will be given to:

- Lettings to parents, the local community and voluntary organisations.
- Educational or recreational activities open to school pupils and their families.
- Activities organised by local community groups for the local community.

The Headteacher will resolve conflicting requests for use of the premises at their discretion, taking into account the considerations set out above, with priority at all times being given first to school functions.

The Headteacher on behalf of 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, all required documentation

provided and payment received in full. The reason for refusals should be recorded on the bottom of the Lettings Booking Form and fully explained to the applicant.

Lettings will not be made to:

- persons under the age of 18;
- any organisation or group with an unlawful or extremist background.

Primrose Hill School has due regard to the Prevent Duty 2015 and as such school premises or facilities will not be let to groups that have extreme ideologies, viewpoints or links. If the Federation becomes aware of a prevent concern regarding a group or individual using the premises or applying to do so, this will be reported using the appropriate channels.

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

13. Hire Agreement

Once a letting has been approved, an email confirmation will be sent to the hirer, enclosing a copy of the Terms and Conditions of Hire and the Lettings Booking Form. All formal hiring of school premises must be properly documented, including any for which no charge is made. The Lettings Booking Form and Terms and Condition of Hire comprise a contract which the school may legally enforce and must be adhered to.

14. Induction

No new letting shall commence until the hirer has attended an induction session with the Site Officer and signed the Letting Induction Form to confirm this (see Appendix 3). A central record of all letting inductions shall be kept.

15. Complaints

A complaint about the school from someone letting the school premises should be dealt with by following the school's Complaints Procedure, which is published on the school website. Complaints by a third party about the hirer will be forwarded to the hirer.

16. Review

The Governing Body will review this policy every three years.

Appendix 1 – Terms and Conditions

Terms and Conditions for the Hire of the School Premises

Primrose Hill School permits the hiring of the facilities described in the Lettings Booking Form (the 'Premises') on the terms and conditions set out below. The 'Hirer' is the person or organisation making the application for a letting and this person or organisation will be responsible for the payment of all fees and other sums due in respect of the letting.

Any letting may be terminated immediately, at the school's or Headteacher's discretion, if any of these conditions are not complied with or if disorder, damage to property or an illegal act has taken place or is in their reasonable opinion likely to take place on the Premises.

1. Status of the letting agreement

The letting agreement is personal to the Hirer only and may not be assigned. Nothing in the agreement is intended to have the effect of giving exclusive possession of any part of the school to the Hirer or of creating any tenancy between the School and the Hirer.

2. Induction

No new letting shall commence until the hirer has attended an induction session with the Site Officer and signed the Letting Induction Form to confirm this.

3. Use and Access

The School does not warrant that the Premises are fit or suitable for the purpose of the hire.

The Hirer is responsible for ensuring these terms and conditions of use are observed and for the effective supervision of the arrangements and activities in the Premises during the hire period and for the prevention of disorderly behaviour.

The School retains the right to access the Premises at all times during the hire period and the Hirer must comply with all reasonable instructions given by school staff.

4. Restrictions on Use

The Hirer shall not use the Premises for any illegal purpose or for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the school or any other users of the school site or any owner or occupier of neighbouring property. No betting, gaming or gambling is allowed on the Premises.

The Hirer shall not make any alterations or addition to the Premises and no fittings or decorations of any kind necessitating drilling or the fixing of nails or screws are permitted.

No interference is to be made with school property/equipment and no access to other parts of the building or site, which do not form part of this hire agreement, is permitted.

Smoking is not allowed anywhere on the school site at any time. No items of a flammable, dangerous or noxious character may be brought onto the Premises.

5. Condition and Damage

The Hirer will keep the Premises in a clean and tidy condition and they must be left in the same condition as before the hire period. Any damage must be reported without delay to the Site Officer.

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 loss or damage, together with all associated costs incurred by the School.

6. Insurance

The Hirer must hold appropriate public liability insurance with a reputable insurance office 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 or damage to property, including the Premises. The minimum limit for this insurance cover is £5,000,000. If the Hirer directly employs staff it is a legal requirement that employers liability insurance is held (the level of cover required is again £ 5,000,000. The Hirer must produce the appropriate certificate(s) of insurance cover before the letting can be confirmed.

The School may at its discretion waive the requirement to hold public 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 public liability insurance and who may find it difficult to obtain. In these circumstances, the School will arrange for the Hirer to be covered under the School's own public liability insurance and any extra

associated costs will be reflected in the Hire Fee.

7. Indemnity

The Hirer shall keep the School 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.

8. Loss

The School 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 the car park or injury to any person arising out of the letting of the Premises however caused.

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.

The School 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 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.

9. Safeguarding

Hirers who are providing facilities at any time that involves the supervision of or activities with children must confirm in writing that an Enhanced DBS Certificate with barred list checks has been obtained for every member of staff or volunteer who will work with the children. In addition, the Hirer must supply copies of required Risk Assessments and have:

- An up-to-date record of recruitment and vetting procedures for employed staff;
- Robust health and safety policies with which the staff are familiar, and which ensure the safety of children and staff;
- Robust safeguarding policies and procedures with which the staff are familiar.

All adults must be appropriately qualified and experienced to undertake the activities proposed and copies of relevant qualifications must be provided on request. Adequate supervision must be provided, and, where applicable, the Hirer must adhere to the correct adult/minor ratios at all times when these are specified for particular activities e.g. by national governing bodies of sports, scouts etc.

The Hirer is responsible for supervising any children taking part in any activity until they are collected by a responsible adult. The collection point is from the main gate and adults who are collecting children should not enter the school premises. If any parents or carers are late in collecting their children it is the responsibility of the leader of the session to contact them and remain with the child until the adult arrives. No child should be left unaccompanied in school.

Hirers must retain a register of all the children attending any club or activity and make this available to the school as required.

10. Cancellation

If the club/activity has to be cancelled at short notice, it is the responsibility of the Hirer to contact the participants or to make alternative provision to supervise the participants (in the event of them being children) until they are collected. The school will not be responsible for making these arrangements or supervising children whose parents have not been contacted or have not collected their children.

11. Attendance

The Hirer must ensure that the number of persons using the Premises does not at any time exceed that for which

the application was made and approval given.

12. Health and Safety

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.

All conditions attached to the granting of the letting and the school's health and safety policy shall be strictly observed. A copy of the policy is available from the school website. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents.

In particular:

- Prior to the commencement of any meeting, event or performance there must be an announcement, drawing the attention of all those present to the nearest fire exits and emergency procedures.
- obstructions must not be placed in gangways or exits, or in front of emergency exits, which must be available for free public access and exit at all times;
- the emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes;
- fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose; the Fire Brigade shall be called to any outbreak of fire, however slight;
- the Hirer is responsible for familiarising themselves with the procedure for evacuation of the Premises, escape routes, assembly points and shall be familiar with the fire-fighting equipment available (see the attached Fire Regulations and Evacuation for Events and Lettings at Appendix 4) and must keep a register or sign in book of those present;
- any portable equipment to be used must have a current PAT test certificate, to be provided on request;
- 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;
- the Hirer is responsible for communicating the information in the attached Fire Regulations and Evacuation for Events and Lettings to anyone attending the event or activity;
- performances involving danger to the public shall not be permitted;
- highly flammable substances shall not be brought into, or used, in any part of the premises.
- no internal decorations of a combustible nature shall be brought onto the Premises.

13. Evacuation of the Premises

The Hirer shall comply with the attached Fire Regulations and Evacuation for Events and Lettings (see Appendix 4). In the event of an evacuation, the Hirer must ensure that all participants vacate the building and that everyone is accounted for. The Hirer must have immediate access to the participants' emergency contact details.

14. School Equipment

This can only be used if requested on the Lettings Booking Form, and if its use is approved by the Headteacher. Responsible and appropriately trained 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.

15. Food and Drink

No nuts or food containing nut products should be brought onto the school premises.

16. Toilet facilities

Access to the school's toilet facilities is included as part of the hire arrangement. Toilet facilities must be left in a clean and tidy condition.

17. First Aid Facilities

There is no legal requirement for the school to provide first aid facilities to the Hirer and the school's resources will not be made available. 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. The only exception to this will be the use of the on-site defibrillator located in the school office.

Where the Hirer is providing sporting activity or coaching, an assessment of the risks and first aid needs must be undertaken by the Hirer to decide on an adequate level of first aid cover. Valid and current First Aid certificates must be in place and there should be a qualified first aider present and an adequate number of staff available during the length of the session, so that, in the event of an emergency, the group are not left unsupervised if the first aider has to go to the hospital with a casualty.

18. Alcohol

No alcohol may be consumed or sold on the Premises without the prior permission of the School. The responsibility for obtaining a liquor licence, should this be required, lies with the Hirer.

19. Smoking

The whole of the school premises is a non-smoking area and smoking is not permitted anywhere on site.

20. Copyright of Performing Rights

The Hirer will not, during the occupancy of the premises, infringe any existing copyright or performing right and will indemnify the School against all sums of money which the School may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

21. Site Security

Where possible, a responsible member of school staff will be present on site to supervise the letting and take responsibility for site security.

However, for regular, established long term hirers, the Headteacher has the discretion to allow them to become official key holders. In such cases a responsible member of school staff would not always be present on site, but would be contactable by telephone. The school would provide a full induction in its health and safety protocols and would work with the Hirer to revise the school's security risk assessment and arrangements to ensure the school premises are protected during the let. The Hirer's access will be limited to the areas of the Premises that they let for the duration of the agreed hours and the Hirer will be responsible for ensuring that the school premises are properly secured on exit, including the setting of the alarm.

22. Right of Access

The School reserves the right of access to the Premises during any letting. The Headteacher, School Business Leader and/or members of the Senior Leadership Team may monitor activities from time to time.

23. Conclusion of the Letting

The Hirer will at the end of the hire period, leave the Premises promptly and in a clean and tidy condition, all equipment belonging to the school being returned to the correct place of storage and furniture returned to its original position. Any equipment belonging to the Hirer and all rubbish must be removed. If this condition is not adhered to, an additional cost may be charged.

24. Promotional Literature/Newsletter

A draft copy of any information to be distributed to participants or through the school must be approved by the School Business Leader a week prior to distribution by the hirer. No advertisements should be displayed inside or outside the school premises without prior written agreement.

25. Charges and

Cancellation Charges

Hire charges are reviewed annually. Current charges are as follows:

School hall hire	£45 per hour
Classroom hire	£30 per hour (per classroom)

Playground hire	£60 per hour
Community room hire	£30 per hour

If additional set up / take down of tables and chairs is required, an additional one hour of site staff time will be charged. Concessional rates can be charged as follows:

- School staff (50%)
- Registered charities (50%)

Cancellation

The letting may be cancelled by the Hirer and a full refund will be made, provided that at least two months' notice is given. Cancellations made less than two months before the event date will be charged in full.

For bookings made on a regular basis, e.g. at least ten bookings per term, the following notice period will be required for 'one off' cancellations of a single booking: over one month's notice no cancellation charge, two weeks' notice 50% charge and less than one week's notice 100% charge.

The school will seek to recover any costs incurred by the school that are unavoidable and result directly from the cancellation of a letting by the Hirer.

Any letting may be terminated immediately, at the School or Headteacher's discretion, if any of these terms and conditions of hire are not complied with or if disorder, damage to property or an illegal act has taken place or is in their reasonable opinion likely to take place on the Premises and no hire fee (or part thereof) shall be refundable.

The school may cancel any letting where necessitated by the requirements of a school activity but will endeavour to give as much notice as possible. In such circumstances, the school will refund the hire fee (and any deposit) but will not be responsible for any loss or expenditure whatsoever in relation to the letting which the Hirer may have incurred or be liable to pay.

The School will not accept any responsibility for any loss, or other expenses however incurred by the Hirer, in the event of a cancellation by the school of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, inclement weather, failure of electricity/gas supply, health and safety issues relating to factors beyond the control of the school). The decision whether a letting should be cancelled shall be binding on the Hirer.
Notification of any cancellation shall be in writing and may be by email or recorded delivery letter.

Charges are always specified in writing to the Hirer including any review arrangements. The school may cancel without notice any letting for which payment has not been received. This may be a single event or, for multiple lettings, the first in the series for which payment has not been received.

Appendix 2 – Booking Application Form

Facilities Booking Application Form

1. HIRER

BUSINESS DETAILS		
Title	First Name	Surname
Company		
Address		
		Postcode
Telephone:		Email
Are you a Limited Company / Partnership / Self Employed (please delete where applicable)		
If Limited Company: Are you registered for VAT: YES / NO (please delete where applicable)		
VAT Registration Number:		Company Number:
If Self Employed: Please provide your UTR (Unique Tax Reference):		

2. AREA AND FACILITIES HIRED

Event Title:	
Brief description of the event:	
Area/Facility	
Day & Date of Event(s)	
Times of Hire (allow sufficient time for set up and clearing away)	
From:	To:
Maximum number of persons using the premises: Adults: Children:	
Equipment Required (Please list) Please note that hirers own electronic equipment must be PAT tested and certificates provided.	
Will alcohol be served or sold?	
Will use of the car park be required (subject to availability)?	

3. PAYMENT

One- off event: Yes / No	Recurring Event: Yes / No
One-off bookings require the Hirer to pay the fee in full at the time of booking. Payment for recurring bookings will be required half termly in advance.	

4. INSURANCE

All hirers should have public liability insurance with minimum cover of £5,000,000	Name of Insurer……. Policy Number…….. Expiry Date……. Limit of Indemnity……. Please enclose a copy of the insurance certificate when returning this form
If the hirer directly employs staff it is a legal requirement that employer's liability insurance is held. The level of cover should be a least £5,000,000	Staff directly employed Yes ☐ No ☐ If yes, please enclose a copy of the employers liability insurance certificate when returning this form

5. DBS checks/Certificates/Qualification

Does this activity involve young people (under the age of 18)? All staff and volunteers working with young people must have been DBS checked Yes ☐ No ☐ If yes, please sign the required declaration at the end of the form.
If you are planning to deliver coaching activities, does the coach or leader possess appropriate qualifications? Yes ☐ No ☐ If yes, please enclose copies of all qualifications and required risk assessments when returning this form

6. Declaration

1. I undertake to pay the appropriate hiring charge
2. I have read, understood and agree to be bound by the Terms and Conditions for the hire of the School Premises (copy attached)
3. I agree to indemnify the School against any claims for loss or damage or personal injury or any associated costs arising from this agreement

Signature:

Name: Position:

Date:

7. Safeguarding Declaration

For any letting that involves the supervision of or activities with children:

1. I confirm that an Enhanced DBS Certificate with barred list checks has been obtained for every member of staff or volunteer who will work the children.
2. We hold an up to date record or recruitment and vetting procedures for employed staff
3. We have robust health and safety policies with which our staff are familiar, and which ensure the safety of children and staff
4. We have robust safeguarding policies and procedures with which staff are familiar

Signature:

Name: Position:

Date:

FOR OFFICE USE ONLY

Agreement	Approval of hiring by Headteacher:	
	Date:	

Payment	Total payable Deposit required Y/N	£
	Invoice Number	
Refusal reason:		

Appendix 3 – Induction form

Lettings Key Induction Checklist		
Contract:		
Hirer/Coordinator Name:	Start Date:	
Space:		
Member of Staff Name:	Member of Staff Role:	
Doors/Gates/		
Main School Gate		
Fire Exit Gate		
Office Entrance		
Health & Safety Matters		
Explain - 'If you find a fire' raise the alarm by using a 'break glass' call point		
Explain - 'If you hear the alarm' leave promptly, don't use lifts, move away from the building, and stay outside until given the all clear.		
Show the exit routes out of the building – main route and alternatives plus explain how to disengage any door locking devices in an emergency		
Notify name of School/Department/Site Staff – Provide relevant contact numbers and emails		
Instruct hirer on the school's health and safety and safeguarding procedures		
Check hirer has relevant first aid provision if required		
Close Downs		
Locking doors/gates		
Lights		
External cabinets		
Pay Arrangements		
Confirm pay dates		
Agreement Signed		
Parking		
Staff parking		
Grounds parking		
Key Types		
Coded padlock		
Gate Code		
Key Batch Number:		

Any Other Comments:

Appendix 4

Fire Regulations and Evacuations for Events and Lettings

All hirers will have the evacuation procedures explained in full during their induction meeting.

- Any person discovering a fire must activate the nearest fire alarm call point. In case of a child they should then inform the nearest adult.
- The alarm signal is a continuous siren for fire. The function of the alarm is to warn every person in the building that a state of emergency has arisen and that the drill procedure should be put into operation at once.
- Whenever the fire alarm sounds in school, please do not assume that this is a drill and does not affect you, please exit the school in a safe, orderly and efficient manner and congregate at the assembly point.
- The evacuation should be carried out quietly in order that any instructions given can be heard.
- Move by the most direct route to the place of assembly and await further instruction.
- Do not stop to collect your personal belongings or change into outdoor clothes.
- To avoid fire spreading, if possible, windows as well as doors should be closed. However the closing of windows and doors should not unduly delay the evacuation of the building or present a health or safety risk. Adults must assess the situation and use their discretion.
- On reaching a staircase people should descend in single file using one side of the staircase only.
- The emergency services should always be called by the hirer if the letting is taking place outside of school hours.

Assembly Points

The main playground is the assembly point at Primrose Hill Primary School. All hirers will be shown the location during their induction. The large fire exit gates should be kept free for emergency services

Roll Call

The Hirer/club organiser or another designated person must take the responsibility of Fire Warden. Once at the place of assembly a roll call or count must be taken and it is the responsibility of the warden to have an up to date list of all attendees. Should anybody be missing the Fire Brigade/Site Manager on duty must be informed immediately.

If danger to life is present the Fire Brigade will search for missing persons. Nobody will be allowed to re-enter a building. In the case of a drill permission to re-enter the building is given by the Site Manager on duty.

Attacking the Fire

Circumstances will always dictate whether fire-fighting operations should be attempted however, firefighting must always be secondary to life safety.

All hirers will take responsibility for contacting necessary emergency services if required.