

Primrose Hill Primary School



Lettings Policy

Summer 2023

LETTINGS POLICY

Primrose Hill Primary School Hire of Premises Terms and Conditions of use

This policy should be read in conjunction with the following appendices:

Appendix 1 – Initial Application Form

Appendix 2 - School Letting Agreement

Appendix 3 – Lettings Charges

1. **General Availability**

The Halls and Dining Room may be hired, either separately or as a combined hire. The classrooms are not usually available for hire.

Primrose Hill Primary School has its own **kitchen room** which can be hired for use. The kitchen, including cookers, worktops, sinks and floors must be left in a clean condition. Cleaning must be completed on the day of the letting to the satisfaction of the Site Supervisor Officer.

Premises are normally bookable outside of school hours except for all public and bank holidays and some school holidays when the premises will be closed. Bookings at these times may be possible in certain circumstances.

2. **Governing Body**

All lettings are subject to the approval of the Governing Body and conditional on the hirer accepting all conditions of the School Lettings Policy.

When undertaking a letting agreement, the Governing Body will give due regard to:

- The protection of the legitimate rights and interest of the London Borough of Camden
- The purposes of the group represented by the hirer
- The amenities and welfare of the local residents

Preference for use of school premises outside normal school hours will be given in order to:

- The school
- Friends of Primrose Hill
- After School / Breakfast Club
- Local community groups
- **Previous hirers of good standing**

All lettings will be administered and managed by the School Business Manager and Site Services Officers on behalf of the Governing Body, with the Chair of Governing Body having the right of final approval for all lettings agreements.

The Governing Body retain the absolute right to attend and observe any event held on the school's premises.

The Governing Body retain the absolute right to refuse any application or to terminate any agreement which they deem unsatisfactory.

3. Admission to Premises

Full payment for use of the premises is required 10 working days in advance and evidence of such payment must be available for inspection before admission to premises can take place. Payment will only be accepted by BACS.

For occasional bookings, e.g. a day or any part thereof, a minimum deposit of £30 or 10% of the full amount (whichever is the greater) is required at the time of booking. The full payment, together with an **additional refundable indemnity deposit (see below)** must be settled 10 working days in advance of the let.

4. General conditions regarding charges

Bookings from commercial organisations may be subject to an individually negotiated fee.

Charges will not be calculated on less than ½ hour periods.

Main facility bookings are inclusive of toilet facilities, pre-cleaning and non-technical services.

Any facilities or services extra to those set out in the scales will be charged for.

A refundable indemnity is required against damage to the premises and extra cleaning:

- For non-regular lettings, a refundable indemnity deposit of £200 is required, or £400 if alcohol is to be consumed on the premises. This will not be refunded until the School's representative is satisfied that the conditions of hire have been adhered to and that no additional charges need to be levied.
- For monthly, termly or yearly bookings (a block booking period), a refundable indemnity deposit of £150 is required to be paid. This deposit will be refunded at the end of the block booking period – or used to offset any costs incurred due to any damage caused during the let or any additional cleaning.
- For long-term repeat bookings e.g. after school clubs, any costs incurred due to damage or additional cleaning will be charged at the time, in order to leave the original deposit intact.
- The deposit will be held in a segregated budget code with the school's current bank account.

The school is constrained by law to add **value added tax (VAT)** to all transactions where appropriate. In general the letting of rooms for **non-sporting activities** is exempt VAT, whereas sports lettings are subject to VAT. However, sports block bookings of **10 or more consecutive sessions** are exempt from VAT, provided that the period between sessions is more than 24 hours and not more than 14 days.

Any cancellation of sessions within a block booking may violate these conditions and become subject to VAT. In such circumstances, an invoice for VAT will be raised which must be paid immediately.

All charges are subject to regular review.

5. **Booking Procedure**

Those seeking to hire part of the school premises should approach the School Business Manager, who will identify their requirements and clarify the facilities available.

A School's Letting Application Form (Appendix 1) should be completed at this stage to provide basic details of the applicant and summary of the Hire. The Head Teacher and Chair of Governors will consider this with regards to the matters contained in this policy and shall advise the applicant of its decision.

The school reserves the right to:

- Refuse applications without giving a reason
- Have a representative at any function
- Terminate any activity not properly conducted with immediate effect.

When considering requests for lettings, due regard is to be given to the school's reputation and the manner in which the letting may reflect on the school. Lettings for political purposes are to be refused. Consideration will be given to how much the letting may inconvenience or offend our neighbouring residents.

Once it has been decided to proceed with a letting, confirmation will be sent to the successful applicant, the Hirer, setting out full details of the letting with a School Lettings Agreement (Appendix 2) and a copy of the this Lettings Policy.

The Hirer will be invoiced for the deposit and refundable indemnity deposit.

The letting should not take place until the signed Lettings Agreement has been returned to the school, any deposit / pre-payment has been settled and approval has been given by the relevant person on behalf of the school.

No public announcement of any activity or function taking place should be made by the Hirer until the booking has been fully approved.

6. **Cancellation or amendment**

By the School:

No liability is accepted if, due to unforeseen circumstances beyond our control, the accommodation is unfit for use. In certain circumstances, it may be necessary for the school to cancel or amend a booking. Although every effort will be made to give reasonable notice of any such change(s) this will not always be possible. No compensation will be paid in respect of any cancellation or alteration.

By the Hirer:

Cancellations should be made in writing or by email at least 14 days before the proposed letting, otherwise the Hirer will still be liable for the standard charges.

There will be a £30 administrative fee charged to all hirers if, after confirming and booking the school premises, the hirer later decides to cancel their booking.

7. Insurance, Loss, Damage and Safety

For commercial hire, the Hirer must have appropriate public liability insurance in place to cover all its legal liabilities for accidents resulting in injury to persons, and/or loss of or damage to property, including the hired premises, arising out of the letting.

The minimum limit for this insurance cover is £2 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

If the hirer cannot or does not wish to arrange insurance, then the school will arrange Hirer's Public Liability insurance cover through the London Borough of Camden.

The premium for this insurance is 7.35% of the Hire Fee and must be paid with the payment for accommodation ten days in advance.

It is the Hirer's responsibility to make arrangements for **first aid facilities**, and ensure they have a first aid trained person on site (if applicable, e.g. for after school clubs).

Fire extinguishers are located around the building and the Hirer should note their location prior to the event. The Site Supervisor is always available if assistance is required – please do not hesitate to ask.

The School shall not be liable for any loss, theft, or damage in respect of the property of the hirer or any person coming on to the premises as a result of community use.

In the event of injury or loss the hirer shall give notice in writing to the Head Teacher within 24 hours of knowledge of any such matter.

8.

9. Safeguarding Checks

Where applicable (e.g. lettings for After School Clubs), the Hirer must abide by the following safeguarding checks prior to a letting going ahead:

- The school's third party safeguarding declaration form must be completed prior to a letting taking place, confirming they have followed safe recruitment practices
- Enhanced Disclosure and Barring Service (DBS) numbers of all instructors running the clubs must be provided to the School Business Manager at least 10 days prior to the letting taking place
- Regular instructors will be added to the school's Single Central Records (SCR) as per the standard regulated activity regulations

- ID will be checked on first arrival of all instructors

10. Licensing and Copyright

Functions which require a London Borough of Camden Entertainment License are not acceptable.

The consumption of alcohol is not permitted anywhere on the premises without written consent. The school does not usually let for events where alcohol is to be consumed. However, where an exception is made the Hirer shall obtain prior written consent from the school's representative. If permission to sell alcohol is granted by the Chair of Governors, the Hirer must then obtain approval 28 calendar days in advance from the Local Authority. A copy of the licence must be supplied to the School Business Manager no later than 7 working days before the letting. Without this, no alcohol will be permitted on the school premises.

Fees due in respect of musical works, plays or other work where copyright exists are the responsibility of the hirer.

11. General responsibility of the Hirer

A Hirer may not occupy the premises before the start of the booked period and must have cleaned and vacated the premises by the end of this period. For example if the Hall has been booked from 7pm until 10pm the Site Supervisor is not required to allow access before 7.00 pm and **by** 10.00pm the Hirer should have vacated the premises.

Good order shall be kept at all times and access inside and outside the facilities shall be unobstructed.

The Hirer will leave the premises as they were found, in a clean and tidy condition otherwise additional cleaning costs will be applied and deducted from the indemnity damage deposit.

Staff or Governing Body of the school may inspect premises at any time when they are being used for community purposes.

There shall be no defacement or alteration to any part of the accommodation or to the furniture or fittings. No structure or stand is to be erected without the prior written consent of the Head Teacher or delegated representative.

Any apparatus, equipment or furniture brought into the premises to be removed immediately after the completion of the letting unless there has been an agreed prior alternative arrangement.

The hirer shall only use the accommodation for the purpose stated and shall have a designated person in charge present at all times, who shall identify with the Site Supervisor on arrival.

The number of people attending must not exceed the estimated number given on the application form.

The School operates a 'no smoking' policy.

The school is in a residential area and we ask all Hirers to be considerate of our neighbours, particularly when driving into / out of and parking in the playground.

No dogs (other than guide dogs) or other animals are permitted on site.

Appendix 1

**Primrose Hill Primary School
Initial Lettings Application Form**
Before completion of this form, please ensure you have read and understood the
School Lettings Policy

Full name of Applicant							
Full name of Designated Person during Letting							
Full address including postcode (individual or organisation)							
Phone Number of Applicant							
Phone Number of Designated Person in charge during letting							
Email Address(es):							
Name and activity of organisation: (if applicable)		Charity/ Company registration number: (if applicable)					
Area(s) of school required (e.g. hall, dining room etc.)	Date From	Date To			Start Time	Finish Time	
Details of activity / event for which premises are to be used:							
Days of week requested (highlight)	Mon	Tue	Wed	Thu	Friday	Sat	Sun
Use of School equipment – e.g. chairs, tables, urn, PA system							

Details of any electrical equipment to bring on site	
Car parking arrangements requested	
Estimated (and maximum) number of adults aged 18 and over	
Estimated (and maximum) number of adults aged 18 and under AND AGE RANGE	
Number of supervising adults	
Have Enhanced DBS checks been carried out on supervising adults? (If applicable)	Yes / No / Not applicable
Relevant qualifications of supervising adult(s) (if applicable)	
Do you have Public Liability Insurance (PLI) of no less than £2,000,000 (or £5,000,000 for a commercial letting).	Yes * / No **
<p>* If 'yes' then please attach a copy of the PLI policy with this application. ** If a copy is not attached or you do not hold insurance, then a charge of 7.35% of the total amount due for the booking will be added.</p>	

The Hirer is responsible for ensuring that supervising adults in regulated activity with children are appropriately vetted using DBS and provides copies of their DBS Forms if applicable.

The Hirer confirms that arrangements are in place with reference to **First Aid** and has enclosed a copy of valid First Aid certificates if applicable.

The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment.

Any other relevant information:

I have read and understood the policy and agree with the conditions required of me as the Hirer. I confirm that I am over 18 years of age, and that the information provided on this form is correct.

Signed: Type name if sending electronically.		Date:	
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Appendix 2

Primrose Hill Primary School Lettings Agreement

Name of Venue ("School"): Primrose Hill Primary School	
Address of Venue: 36-40 Princess Road, Primrose Hill, London NW1 8JL	
Name of Hirer ("Hirer"):	
Address of Hirer:	
Telephone number of Hirer:	
Designated Person in Charge:	
Contact Mobile and Email of Designated Person in Charge:	
Purpose of use:	
Date(s) of Let:	Times of Let (Enter/Leave): Start: End:
Estimated Number attending: Aged 18 and under: Aged Over 18:	
As a commercial letting we require that you have public liability insurance of no less than £5,000,000. Please attach a copy of your insurance certificate with this agreement	

FACILITIES AGREED TO BE LET: (Examples below)	
Large Hall	1 st (Middle) Floor
Dining Hall	Ground Floor
Toilets in building	
Car Parking for up to 5 vehicles in Playground	
Site Services Officer(s) On Duty:	Humphrey Ogbonna 8:00am until 3:00pm 07403 047666 Giuseppe Zecca 1:00pm to 5:00pm 07709 021979

Deposit/Indemnity:	£..... refundable damage deposit
Agreed Letting Fee:	£..... payable by BACS ten days prior to the first letting date
SCHOOL CONTACT:	Headteacher head@primrosehill.camden.sch.uk 020 7722 8500 x 207
I ACCEPT THE CONDITIONS OF THIS AGREEMENT:	
Signed by Hirer:	Signature: Name: Date:
Signed on behalf of School:	Signature: Name: Date:

Appendix 3

SCALE OF CHARGES FOR LETTINGS as from 1st September 2022

Location	Timing	Cost per hour
Each Hall	Weekdays 3.30pm – 7pm	£35.00
Each Hall	Weekdays 7pm – 8pm	£50.00
Each Hall	Saturday 9am – 6pm	£60.00
Each Hall	Sunday 9am – 6pm	£60.00
Community Room	Weekdays 4pm – 7pm	£30.00
Community Room	Weekdays 7pm – 8pm	£40.00
Community Room	Saturday 9am – 6pm	£45.00
Community Room	Sunday 9am – 6pm	£45.00
MUGA	Saturday 10am – 3pm	£50.00
MUGA	Sunday 10am – 3pm	£50.00
Aero ball	Saturday 10am – 3pm	£50.00
Aero ball	Sunday 10am – 3pm	£50.00

The kitchen can also be hired **only in addition** when hiring one of the halls:
Kitchen by special arrangement only £15.00 p.h.

Playgrounds

- Lettings to large commercial companies e.g Film / TV Production Companies are negotiated on an individual basis and start at **£500 a day**.
- There is a **surcharge of £100 for an excess of 50 people** at each letting.
- Discounts can be negotiated for block bookings and multiple room hire.
- Community and non-charging lettings may be offered a 10% reduction in the cost per hour, to be agreed with the Head Teacher at time of booking.
- To apply or discuss any other potential options (such as classrooms or the car park), please contact the School Business Manager on 020 7722 8500.

Public Liability Insurance: see School Lettings Policy for details

VAT see School Lettings Policy for details