



Lettings Policy

March 2018

Approved by GB: March 2018

Next review due: March 2021

LETTINGS POLICY: Guidance for Schools

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<u>APPENDIX A: Booking Form for School Lettings</u>	page 7-8
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The form captures the essential information needed by the school to make a decision on whether to accept or reject a booking, however the school will seek clarification directly from the applicant on any aspect which remains unclear.

<u>APPENDIX B: Terms and Conditions</u>	page 9-11
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The terms and conditions must be sent to the applicant together with the booking form. When returning the booking form the applicant must sign their acceptance to these terms and conditions.

<u>APPENDIX C: Lettings’ Checklist for Hirer (as discussed with the member of site staff on duty)</u>	page 12-13
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1.1 DEFINITION OF A SCHOOL LETTING

A letting is defined as 'any use of the school building and grounds by parties other than the school'. Use of the premises for activities such as staff meetings, Governing Body meetings or where pupils are supervised by school staff, are considered school related and do not require a letting agreement.

1.2 MANAGEMENT OF LETTINGS

The Governing Body has delegated the responsibility for lettings to the Headteacher. The Headteacher has delegated this responsibility to the School Business Leader on a day-to-day basis.

A record of lettings will be kept and will include information on users, finances, incidents, accidents, enquires and any lettings refused.

1.3 SAFEGUARDING

The school's child protection policy and procedures must be consulted and followed when dealing with external organisations that work with children or young people. The school is required to ensure that the 'responsible person' on site provides a proof of ID and personal address. In the case of youth groups (under the age of 18), documentation must also include proof of DBS (CRB) clearance and the completion of the school's Safeguarding Children Declaration Form. Upon request, the hirer must provide details of qualifications, relevant registrations and references. The school reserves the right to take up appropriate references concerning hirers prior to approving a hiring agreement.

Radicalisation:

Churchfields Junior School recognises that protecting pupils from radicalisation and identifying and reporting the potential for or realisation of radicalisation is part of our holistic approach to safeguarding pupils against any threat to their health, safety and wellbeing. Our Anti-radicalisation Plan (see separate documents) sets out our beliefs, strategies and procedures to protect pupils from being radicalised or exposed to extremism. In line with this, we ensure all our lettings are appropriately vetted and any activity onsite is sufficiently quality assured as is deemed reasonable.

1.4 CONSIDERING APPLICATIONS FOR LETTINGS

The School Business Leader will decide on the approval of the application with consideration to:

- Interference of school activities, priority at all times should be given to school functions.
- The availability of facilities.
- The availability of staff to open and close the premises.
- The school's child protection policies and associated documentation (*please refer to 1.4*), and health and safety policies (*please refer to 1.8*).
- Health and safety considerations in relation to the number of users, type of activity, qualifications of instructors, etc.
- Adequacy of management procedures in place during the hire.
- No groups with political or religious affiliations.

- The appropriateness of the letting and whether it is deemed compatible with the ethos of the school.
- The governors reserve the right to decline any letting.

1.5 CHARGES

The applicant is required to pay the applicable charges in full, on receipt of the school's invoice, prior to the date of the hire. The hiring is considered to be booked on receipt of a deposit, which is requested via a school invoice in advance of the letting.

Any overrun past the agreed booking time will result in a surcharge equal to one hour's additional booking fee for each hour or part thereof.

The Governing Body or those with delegated powers are responsible for setting charges for each area available for hire.

As a minimum, the school should achieve full cost recovery. Apportioning costs may be difficult and therefore estimates of associated variable elements can be used. The list below is not exhaustive.

Premises Management	Cost of staffing (including on costs) for additional security, caretaking, opening and locking premises. This charge will vary depending on staffing hours needed.
Administration	Administrative costs incurred by the school in managing lettings. <i>Example: one off admin charge of £10</i>
Equipment Hire	Use of school equipment to cover wear and tear. The charge can vary depending on the type of equipment or number of units required. The only equipment available for hire are chairs and tables. <i>Example: £20 to cover wear and tear of chairs or tables, etc</i>
Cleaning	If additional cleaning is required, the school can ask the cleaning contractor for a quote. This charge will vary depending on the extra cleaning hours needed. The kitchen is not available for use. <i>Example: Additional ½ hour @ standard hourly rate</i>
Insurance	Where appropriate, hirers will be charged for public liability insurance providing £2m indemnity limit as part of the booking fee unless proof of adequate equivalent insurance can be provided to the school. (Please refer to 1.7 for more information.)
Profit	This depends on whether the school intends to raise funds for the school.
VAT	Letting sports facilities are subject to VAT in some cases. The hire of halls or rooms are not subject to VAT unless equipment is provided such as nets, bats and balls in which case it is vatable. The school must record the VAT element of any income.
Deposit	In the cases of one-off hall bookings, the school requests a deposit as well as a lettings fee as a surety against damage to the premises or equipment or the premises being left in an unacceptable condition incurring additional costs for cleaning, caretaking or other expenses.

1.6 INSURANCE

Schools that have advised and disclosed their lettings income to the Risk and Insurance Team benefit from the Borough's Third Party Hirers Liability Policy.

This Third Party Hirers Liability Policy covers the hirer against any claim made for injury and/or damage to third parties as well as damage to the hired building as a direct result from the hire. This policy is designed to cover

hirers for low risk one-off type hires, such as a parent hiring a hall for a birthday party or a regular meeting/gathering for discussion purposes.

The Borough's Third Party Hirers Liability Policy is not designed to cater for any private activity groups or sports clubs which are run on a commercial basis. Such groups should be asked to produce evidence of their own public liability insurance cover for a minimum of £2m, or £5m for more hazardous activities (i.e. karate or gymnastics). They should also produce evidence of their employer's liability cover, should this be applicable.

1.7 HEALTH AND SAFETY

Under the Health and Safety at Work etc Act 1974 the employer is responsible for the health and safety for employees and others who are on the premises.

1.7.1 The school will follow the health and safety guidance below for all lettings:

- Regarding regular hirers, prior to the commencement of the initial letting, the member of the site staff on duty will provide the hirer with the school's 'Health and Safety Checklist' to read and sign. A copy is then retained by the Site Manager and the School Business Leader.
- The school and the hirer must ensure that the premises are suitable for the intended use.
- The school and the hirer must agree the extent of the use of premises and equipment.
- The school will ensure that the hirer is competent to use any equipment provided by the school and that all equipment is in a safe condition.
- Electrical equipment provided by the hirer must have a current Portable Appliance Test Certificate.
- The school will ensure that the means of access and egress are safe for the hirer. The hirer must ensure that this is maintained during the letting.
- The number of persons present during the letting does not exceed the number agreed by the school.
- The school will advise the hirer of any known hazards prior to their letting commencing and will request that the hirer notify the school of any hazards during the letting.
- The school will provide the hirer with details of emergency procedures e.g. action to be taken on discovering a fire, fire evacuation etc.
- A telephone must be available for emergency calls. The school may make a landline available to the hirer for use in an emergency or ensure that the hirer has access to a mobile.
- The school may agree for the hirer to use the school's first aid equipment. Alternatively the hirer must make suitable arrangements for first aid.
- An 'LBR Accident and Incident Form' must be completed by the hirer in the event of an accident or incident occurring on the premises.
- The school's site manager/caretaker will check that the premises has been left in a safe condition.

1.7.2 In addition to the above, the school will follow the health and safety guidance below for all repeat lettings:

- The hirer must have regard to the national standards of qualification, experience and competence of instructors/supervisors/coaches for sporting and other activities.

- The school may require the hirer to provide a risk assessment specific to the letting.
- The member of site staff on duty will ensure that the hirer is familiar with the school's fire evacuation procedures.
- The hirer is responsible for ensuring that a Personal Emergency Evacuation Plan (PEEP) is drawn up for anybody attending their session that has a physical or mental impairment which would affect their ability to evacuate in an emergency.
- The hirer must keep a register during their letting for use in an emergency evacuation.

1.8 HIRER'S EQUIPMENT / CAR PARKING

The school does not accept liability for any loss or damage for any equipment bought or left on the premises, or theft or damage to vehicles parked in any car park provided.

1.9 LICENSING ACT 2003 - ALCOHOL, MUSIC, PERFORMANCE OF DANCE, PLAYS AND LATE NIGHT REFRESHMENT

Alcohol is not allowed to be sold or served on the premises.

1.10 GAMBLING ACT 2005

No gambling is permitted on school premises.

1.11 POLICY REVIEW

The Finance and Personnel Committee will review this policy and its appendices every two years.

1.12 FURTHER GUIDANCE

Further guidance on the following aspects can be found in the terms and conditions (APPENDIX B):

Attendance, Use and Access	Hirer's Equipment / Car Parking	Employers Liability Insurance
Health and Safety	School Equipment	Indemnity
Supervision of Children	Public Entertainment	Advertising
Working with Children	Liquor Licence	Smoking/ Use Of Explosive Substances
Charges / Cancellations	Gambling	Food and Drink
Condition and Damage	Public Liability Insurance	

CHURCHFIELDS JUNIOR SCHOOL

London Borough of Redbridge

Application Form for hire of Education Premises

Date of proposed hiring: _____

Proposed hours of hire: From: _____ to: _____

Details of accommodation/facilities required:

SCHOOL HALL

Please state number of tables _____ and chairs _____ required

Please state precise purpose of hire and particularly whether the proposed function is to be private or public:

Will a charge be made for admission? Yes/No

If hire is for purpose of fundraising, where will proceeds be donated to?

Will the function be advertised and if so in what manner?

Total number to attend _____ Number under 16 years: _____

All leaders are to provide DBS (CRB) details (if there are children below the age of 18 involved in the letting), a current proof of address and a copy of photo ID (passport, driving licence). If this information is not forthcoming, we reserve the right to refuse access to the site. The specialised sound and lighting systems are not included in the hire of the School Hall

Declaration

I hereby make application for the use of the accommodation and facilities stated above and upon such application being granted, I undertake to pay in advance the fees and charges in respect thereof and to comply with the conditions contained in the Lettings Regulations. I declare that I am over 18 years of age and that no personal profit will be made from the hiring. Please note: all bookings require a refundable deposit of £200.00 which we reserve the right to retain in the event of any damage or a lengthy overrun of time. The premises must be vacated by 11.00 pm prompt on Saturdays and 5.00 pm prompt on Sundays.

Full name of applicant (block letters) _____

Signature: _____ Date: _____

Society: _____

Address: _____ Tel: _____

e-mail _____ Mob: _____

For enquiries, please contact School Office, Churchfields Junior School (tel. 8504 4650). Please return this form, with the £200.00 deposit to the School Office, Churchfields Junior School, Churchfields, South Woodford E18 2RB.

TERMS AND CONDITIONS

All terms and conditions set out below must be adhered to and the Hirer shall comply with any reasonable instructions given by the school. The 'Hirer, who must be over 18 year old, 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.

USE AND ACCESS

- The premises shall only be used for the purpose and times agreed by the school. For Saturday evening hall hire agreements, all persons must vacate the premises by 11.00pm without exception, or at the end of the hire period, whichever is sooner.
- The hirer shall only have access to those rooms or parts of the building(s) applied for in the application and subsequently agreed by the School Business Leader.
- No facility must be sub-let, or reassigned to any other organisation or individual.
- The school retains the right to access the premises at all times during the letting period and the right to end a letting at any time.
- The Hirer shall be responsible for the preservation of good order for the duration of the letting until the premises are vacated and to ensure that no nuisance arises to the occupiers of adjoining premises.

HEALTH AND SAFETY

- The Hirer shall ensure that:
- the number of persons present during the letting does not exceed the number agreed by the school (in the case of the main hall, this is 250 people maximum, unless otherwise agreed by the School Business Leader in advance of the booking).
- all doors and corridors giving egress from the hired premises are kept unfastened and unobstructed;
- all proper safety precautions are taken for the protection of the users of the premises and equipment including adequate supervision;
- they are familiar with the fire and emergency evacuation arrangements, e.g. the actions to be taken in the event of a fire; the position of emergency call points, fire extinguishers, exit routes and that they have conveyed this information to all members of their group;
- the location of the nearest emergency telephone is known;
- there are suitable first-aid arrangements in place;
- the hired premises are left in a safe and secure condition and in a clean and tidy state;
- in the event of an accident or incident the school are informed at the earliest opportunity.

SUPERVISION OF CHILDREN

At an event where the majority of attendants are children, adults should be available to supervise the children attending the event. In the event of there being children under the age of seven, a ratio of 1:15 is required. The Hirer must ensure that a sufficient number of adults are stationed to prevent more children or other persons being admitted, to control the movement of the children and other persons and to take all other reasonable precautions for the safety of the children. This is a requirement of the Children's and Young Person's Act 1933.

WORKING WITH CHILDREN

For any letting which involves working with children and/or young people, the Hirer must submit to the school a signed copy of the school's safeguarding children declaration form and, where appropriate, a signed copy of the Hirer's Child Protection Policy. Upon request the Hirer must also provide evidence of criminal record checks for all staff and others working closely with children or for adults using the school premises at a time when school pupils or other young people may be on site. Upon request the Hirer must provide details of qualifications, relevant registrations and references as well as other safeguarding information.

CHARGES

Where a deposit is required, the school will raise an invoice for £200 at least one month in advance of the hiring, which is payable upon book. If the premises are not vacated by the end of the hiring period, a penalty charge of the appropriate hourly rate will be levied for each hour after the end of the hiring period.

CANCELLATIONS

If a hall booking is cancelled within 14 days of the letting, the school will retain the £200 deposit. If a booking cancelled between one month and 14 days prior to the letting, 50% of the deposit will be retained by the school. If a hirer cancels a booking and provides the school with at least one month's notice of this, there is no financial charge made to the hirer.

The school has the right to refuse any application or withdraw permission for any letting at any time but will endeavour to give as much notice as possible; no payment, other than a refund of the paid hire fee and deposit, will be made.

Should the Hirer be in breach of the terms and conditions at any time, the school can terminate the agreement immediately and any paid hire fee and deposit, will not be refunded.

CONDITION AND DAMAGE

The Hirer will keep the premises in a clean and tidy condition and all equipment is to be returned to the correct place of storage. No food, rubbish or other belongings of the Hirer should be left on the premises. Waste refusal sacks should be used and disposed of following the instructions of the school. The use of furniture is subject to agreement by the school and may attract an additional charge. No furniture or fittings shall be removed or interfered with. No fittings or decorating which require drilling or nails into fixtures, which are part of the school fabric, are permitted. The Hirer must report any damage occurring to the premises as soon as practical but no later than 72 hours following the hire. Any damage that occurs during the hire will be the responsibility of the Hirer and if the deposit does not cover in full the cost of making good any such damage, the Hirer shall pay the extra cost.

HIRER'S EQUIPMENT / CAR PARKING

The school does not accept liability for any loss or damage for any equipment bought or left on the premises, or theft or damage to vehicles parked in any car park provided. Vehicles must be parked in the designated parking areas only.

SCHOOL EQUIPMENT

No school equipment will be used without direct permission from the school. The Hirer is liable for any damage, loss or theft of school equipment that is used and ensuring its safe return. The use of the school public address system and any other electronic equipment such as lighting, televisions or speakers is not allowed unless directly authorised by the school.

PUBLIC ENTERTAINMENT

Where the premises does not have a Public Entertainment Licence, the Hirer will be responsible for obtaining such a licence or Temporary Event Notice (TEN) if required.

ALCOHOL / LIQUOR LICENCE

Alcohol is not allowed to be sold or served on the premises.

GAMBLING

No gambling is allowed on school premises.

COPYRIGHT LEGISLATION

The Hirer has full responsibility for ensuring that any conditions imposed by copyright legislation are adhered to and that the proper licence(s) are in place and to complete the returns required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies.

PUBLIC LIABILITY INSURANCE

Where requested by the school, the Hirer must hold public liability insurance for a minimum of £2m, or £5m for more hazardous activities, a copy of which must be supplied to the school.

EMPLOYERS LIABILITY INSURANCE

Where requested by the school, the Hirer must hold employers liability insurance for a minimum of £5m indemnity in accordance with compulsory legal requirements.

INDEMNITY

The Hirer agrees to indemnify the London Borough of Redbridge and the school against all damages and/or losses reasonably incurred by the Council arising from the breach by the Hirer of any of the terms of this agreement.

ADVERTISING

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

SMOKING/ USE OF EXPLOSIVE SUBSTANCES

The whole school premises is a non-smoking area, and smoking is not permitted within school buildings or on school grounds at any time. The use of explosive substances, fireworks, confetti, gas or any hazardous materials is expressly forbidden without the direct permission of the school.

KITCHEN / FOOD AND DRINK

No food or drink may be stored, prepared, served or consumed on the premises without the direct permission of the school. The kitchen facilities are not available for hire.

CHURCHFIELDS JUNIOR SCHOOL

LETTING OF EDUCATIONAL PREMISES – HEALTH AND SAFETY CHECKLIST

(To be completed by the person on duty in consultation with the person hiring the premises).

Name of Establishment: Churchfields Junior School

Date of Letting.....**Times: from****to**.....

Name of Person on duty.....

Please Tick

- Limits on accommodation/out of bounds area
- Location of fire extinguishers
- Location of fire call points
- Location of first aid box
- Telephone access (site staff mobile number for emergency use) and location of the member of the site team on duty
- Location of emergency exits
- Location of toilets (youths under 18 to be accompanied by an adult)
- Smoking restrictions (non-smoking site)
- Person in charge of group to arrange procedure for emergency evacuation and of people with disabilities
- Person in charge to inform person on duty of any incidents/ damage when leaving the site
- For a youth group, the hirer has provided to the school with appropriate documentation concerning all adult coaches, helpers, etc. For an adult group, the proof of address and personal ID of the responsible person has been provided to the school.

The person on duty has explained the above items to me.

Signed..... Date

Print Name.....

Group.....

Site Manager and School Office to retain a copy of this document

CHURCHFIELDS JUNIOR SCHOOL

SAFEGUARDING CHILDREN FORM APPLICATION FOR LEASING OF SCHOOL PREMISES BY EXTERNAL ORGANISATIONS FOR ACTIVITIES PROVIDED FOR CHILDREN AND YOUNG PEOPLE (UNDER 18 YEARS OF AGE)

Redbridge is committed to ensuring that all organisations that use their premises (schools and other children's services premises) comply with the guidelines recommended by the local safeguarding children board and also as set out by the Department for Education (DFE).

Detailed below are a set of questions which we expect all youth-group organisations (i.e. where there are under 18s in attendance) to be able to answer and provide evidence where requested.

Contact Details

Name and contact address of organisation requesting the arrangement.

.....
.....
.....

Name and contact details of the lead person/all coaches/trainers who take part in any session at Churchfields Junior School.

.....
.....
.....

References

The organisation obtains and keeps on file the professional and character references for all their staff that have contact with children. These can be provided by contacting:

.....
.....

Children’s Safeguarding

We carry out an enhanced DBS (CRB) check on all our staff before they are left unsupervised with children. Copies of the checks are kept on file. A copy of the current document is attached to this form of the responsible person and, if applicable, any coach/trainer/helper who will be deputising in his/her absence. This is a requirement to permit to take part in activities at Churchfields Junior School.

.....
.....

The organisation keeps the following records and registers of all children attending the activity.

.....
.....

The organisation keeps the following records of all staff and tutors who have contact with children on this site. Copies should also be attached to this form.

.....

A current utility bill and photo-identity card of the responsible person (and any deputies, as appropriate) attending CJS should be sent to the School Business Leader prior to the letting. A copy will be kept in the school file.

The organisation MUST ensure that there are suitable first aid arrangements in place to deal with emergency situations.

Qualifications and Registration

All coaches/trainers have the appropriate qualifications, experiences and competencies to run the letting.

If providing childcare, please confirm that the organisation is registered with Ofsted and the registration details.

.....
.....

Health and Safety

If the organisation is using potentially hazardous equipment provided by the school then it will be operated by suitably trained staff and it will be supervised at all times by an adult member of staff. Please give details of the arrangements that you will put in place.

.....
.....

Insurance

I confirm that the organisation has public liability insurance (usually insured up to £5m). The current annual policy is attached.

Signed: Date:

Name (caps):

Personal Capacity in Organisation (caps):

Name of Organisation (caps):

Address (caps):

.....

.....

.....

Tel No: Email Address:.....

To be retained in the School Lettings File

**Please return to:
School Office,
Churchfields Junior School, Churchfields, South Woodford E18 2RB
admin.churchfields-jun@redbridge.gov.uk**

Head Teacher: Mrs R Emeny | Assistant Head Teachers: Mr J Easter Ms S Hawkins



Churchfields Junior School

inspiring excellence



South Woodford, London, E18 2RB | Tel: 020 8504 4650 | Fax: 020 8559 2358 | admin.churchfields-jun@redbridge.gov.uk

To: All Hirers of the School Hall

Dear Hirer

PUBLIC LIABILITY INSURANCE COVER

As part of our hiring agreement, I am required to ask you for a copy of your current public liability insurance cover certificate, which must be at least £2,000,000 (ideally up to £5,000,000) in cover terms. Please would you e-mail this to me or let me have a copy of this when you next come onto the school site. In future, would you please provide this to me after you renew your annual insurance cover.

The general rule is that clubs, and also groups where an instructor takes the class, are required to have their own insurance cover for their activities.

I understand that football clubs, for example, may have cover from the Football Association as part of their documentation.

If there are problems with providing me with a copy of this, please e-mail me urgently on: admin.churchfields-jun@redbridge.gov.uk

Yours sincerely

Rebecca Emeny
Head Teacher

Churchfields Junior School is committed to safeguarding and promoting the welfare of children and young people and we implement Child Protection procedures in the appointment of all staff



LETTINGS CHECKLIST FOR SCHOOL STAFF

Process Checklist:

- Send enquiry pack with schedule of charges, terms and conditions and booking form, etc.
- Completed booking form received by school.
- Assess suitability of activity.
- Check availability of premises/ equipment/caretaker or security staff.
- If the completed application is from an organisation which will be working with children/young people, the school has followed the relevant safeguarding procedures.
- Calculate cost of hire.
- Book letting into the diary with hirers name and contact number.
- Where the booking has been accepted, a letter provisionally confirming the hire will be sent to the applicant along with an invoice to cover the booking fee and deposit (APPENDIX C).
- Deposit/ payment received (check school finance system).
- Check booking in diary, arrangements with caretaking staff and others, where appropriate.

Health and Safety Checklist:

The School has informed the Hirer of the following:

- Limits on accommodation and equipment (e.g. out of bounds area).
- Emergency evacuation procedures and fire arrangements including location of fire extinguishers, call points and emergency exits.
- Location of first aid box (if hirer not providing their own).
- Location of toilets.
- Any smoking restrictions.
- Who to inform of any accidents/ incidents/damage or hazards.
- In the case of "repeat" bookings, the person on duty will inform the Hirer of any changes.

After the Booking:

- Caretaking staff checked the premises for any damage
- Return deposit if everything reported to be in order