



# **Essendon C of E (VC) Primary School**

*Encouraging everyone's light to shine (Matthew 5:16)*

## **Lettings (Leasing) Policy**

Policy number: FP07

Frequency of Review: 3 years

Date of Ratification: October 2020

Ratified by: Resources committee

Date of Next Review: October 2023

To be reviewed in conjunction with:

FP06 Charging and remissions policy

FP15 Schedule of financial delegation

FP16 Asset management plan

## Policy Summary

The Governing Body recognises that its premises are a valuable resource within the community and as such welcomes the opportunity to enable other users to benefit from them.

By letting our premises we intend to:

- Maximise the use of the school for the benefit of the community
- Ensure that the educational use of the buildings are prioritised
- Generate a profit to supplement the school's budget.

A letting (or lease) is defined as 'any use of the school buildings 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.

The Governing Body is responsible for the Lettings Policy, for agreeing lettings charges and for reviewing them annually.

The Headteacher and Office Manager are responsible for management of the Lettings' Policy with due consideration to the following:

- School activities – priority will at all times be given to school functions.
- The availability of the facilities.
- The availability of staff to open and close the premises.
- The school's Child Protection, Health and Safety, and other applicable policies
- The appropriateness of the letting and whether it is deemed compatible with the ethos of the school.

The school reserves the right to refuse or cancel a booking where any of the above are not satisfied.

The Head Teacher and Office Manager (hereafter referred to as "the Lettings Team") will be responsible for liaising with clients, taking bookings, arranging lettings and payment, keeping the lettings diary and liaising with all of the necessary parties.

Prior to the commencement of a letting, the Hirer is required to sign confirming that the Conditions of Hire have been read and understood. Applicable charges and deposit must be paid in full 14 days prior to the date of hire.

All deposits received will be held separately in a school fund bank account, subject to return to the Hirer.

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## **1 Conditions of hire**

### **1.1 Application to hire**

1.1.1 Each Hirer is required to complete a HIRER'S BOOKING FORM giving details of the person or organisation applying to hire the facilities, the date and time of hire and for multiple dates, the start and end dates.

1.1.2 The time booked for the hire must allow for setting up and clearing away as no additional time is allowed.

1.1.3 All users of the facilities must vacate the site within 15 minutes after the end of the hire period.

1.1.4 The Hirer must be over 25 years of age.

1.1.5 The Hirer must be in attendance during the booking and will be the point of contact for the staff member on duty and be responsible for ensuring their users fully comply with the terms and conditions of hire.

1.1.6 If the intended use of the facilities involves children under the age of 18 years, the Hirer is required to produce, if requested, a valid DBS certificate and/or a Safeguarding Statement.

1.1.7 All Hirers using the facilities for more than 10 sessions in one academic year must have their own adequate Public Liability Insurance with the limit for any one incident set at a minimum of £5,000,000. A copy of a valid certificate of insurance must be provided.

1.1.8 For lettings of less than 10 weeks or where a valid Certificate of Insurance is not supplied, an insurance surcharge will be applied (see table of charges, below).

1.1.9 The facility should not be used for any purpose other than that for which it has been hired, nor should it be sublet or assigned to another person or organisation.

1.1.10 The Hirer agrees to be responsible for the preservation of good order for the duration of the letting and to ensure that no nuisance arises to the neighbours of the school.

### **1.2 Booking Process**

1.2.1 Provisional telephone bookings will be held for a period not exceeding 7 days.

1.2.2 The Hirer must meet with a member of the lettings team and provide two ORIGINAL proofs of ID – one photographic, e.g. a valid driving licence and one proof of address e.g. a utility bill less than 3 months old. Copies of ID will be taken and safely destroyed or returned to the client following the booking. The completed HIRER'S BOOKING FORM, signed CONDITIONS OF HIRE and any required supporting documentation must also be provided.

1.2.3 Any request for chairs and tables or any particular configuration of the premises must be specified upon booking.

1.2.4 A security deposit will be required at the time of booking (see table of charges, below).

A full refund will be made to the Hirer only within 7 days following the booking subject to deduction for damage or additional cleaning charges. Any breach in any of one of the following will result in the loss of the whole deposit:-

- Smoking on the premises. Essendon CoFE (VC) School is a no smoking site.

- If the full balance is not paid by the due date.
- If the car park is used for any other purpose than parking cars (without prior consent).
- If the premises and equipment are not left as found.
- If verbal abuse or aggressive behaviour is shown towards any member of staff. Essendon School has a zero tolerance policy.
- If sound systems are not switched off by 23:00 hours.
- If the time booked is exceeded.
- If the school's electrical circuits are overloaded. When using extension cables and plugs please advise the lettings team before the start of the event.

Photographic evidence may be taken by the lettings team of any cause for concern during or following the event and provided to the client should the deposit be retained by the school.

1.2.5 The school will issue a BOOKING CONFIRMATION to the Hirer. It is the duty of the Hirer to ensure that the information is correct and notify the school if there are any errors.

1.2.6 The school will issue an invoice for all confirmed bookings which must be paid by the date specified on the invoice (usually 14 days before the hire date). Failure to pay the invoice by the due date may result in cancellation of the booking. Payment may be made electronically, in cash or by cheque payable to 'Essendon CofE (VC) Primary School'.

1.2.7 For regular or block bookings, invoices will be generated termly in advance and payment will be due prior to first date of hire shown on the invoice.

1.2.8 Where sports facilities are hired for a period of less than 10 consecutive weeks, the booking will be subject to VAT at the current rate in force at the time of hire, as specified by HMRC.

1.2.9 A receipt will be issued for all invoice payments.

### **1.3 Cancellation of hire**

1.3.1 Cancellations more than seventy two (72) hours before the start of the booking period will be subject to a 50% cancellation fee. There will be no refund for bookings cancelled within seventy two (72) hours of the start of the booking period.

1.3.2 The school can at any time during the hire, or period leading up to the hire, terminate the hire without notice if the Hirer is in breach of these conditions of hire. Under these circumstances no refund will be made.

1.3.3 For block bookings, there will be instances where the school use will take priority (e.g. parents evenings, etc.) and a session may need to be cancelled. The school will notify the Hirer in advance so that alternate arrangements can be made.

1.3.4 If a hire is cancelled by the school for any reason other than the above, it will give a full refund.

1.3.5 The school will not be responsible for any loss of income or expenses incurred resulting from such cancellations.

### **1.4 Licence Requirements**

1.4.1 Any request to consume alcohol must be made at the time of application and included on the HIRERS APPLICATION FORM.

1.4.2 Alcohol must not be consumed on the premises without express written permission.

1.4.3 If permission to consume alcohol is granted, it may not be sold on the premises unless an occasional licence has been obtained from the local Licensing Authority.

1.4.4 The premises are not licensed for public entertainment. It is the Hirer's responsibility to make application to the Local Authority for an occasional licence.

1.4.5 No gambling is allowed without written permission from the school and the relevant licence from the Licensing Authority.

1.4.6 The Hirer must ensure that any conditions imposed by copyright legislation are adhered to and the proper licence(s) are in place.

1.4.7 In all instances, the Hirer is responsible for ensuring that conditions attaching to the granting of any licence are fully observed.

1.4.8 The Hirer will be required to provide a copy of any relevant licences to the school prior to the commencement of hire.

#### **1.5 Other Conditions**

1.5.1 It is the Hirer's responsibility to carry out a risk assessment before the event and to ensure that all matters with regard to health and safety, safeguarding, fire safety, first aid and other issues relevant to the booking have been considered.

Any issues concerning the condition of the hired space must be reported to the lettings team at the start of the booking.

1.5.3 The use of naked flames or flammable liquids, solids or gases, including candles, gas burners and fireworks is strictly prohibited.

1.5.4 No bolts, nails, tacks, selotape, screws, etc., shall be used on the premises, nor any notices displayed without express permission.

1.5.5 No items likely to cause damage to the floors, walls or other finishes shall be brought into the facility without the Hirer having taken protective measures.

1.5.6 The wearing of stiletto heeled shoes is strictly prohibited in the Hall.

1.5.7 Football boots, blades and other muddy footwear are not permitted in the Hall.

1.5.8 Food and drinks are not permitted in the Hall without express permission in advance.

1.5.9 It is a requirement that the Hirer leaves the school in a tidy and clean condition after use. No food, rubbish, or other belongings should be left on the premises. Waste sacks should be used and disposed of following the instructions of the school.

1.5.10 No school equipment will be used without direct permission from the school.

1.5.11 Where use of furniture is required, it must be requested at the time of booking. It is the Hirer's responsibility to arrange, set out and put back furniture used to its original location.

1.5.12 The Hirer accepts full responsibility for any damage to or theft of the school's property during the period of the hire unless the Hirer satisfies the school that such damage was present at the commencement of the hire or resulted from an action of an employee of the school. The Hirer must report any damage occurring no later than 24 hours following the hire. If the deposit does not cover in full the cost of making good such damage, the Hirer shall pay the extra cost.

1.5.13 Where children or young people are present, the Hirer must ensure that they are supervised by a responsible adult at all times.

1.5.14 It is the responsibility of the Hirer to provide adequate First Aid cover suitable for the activity being performed.

1.5.15 In the event of an accident, the school's Accident and Incident Report form should be completed and handed to the lettings team.

1.5.16 The school does not accept liability for any loss or damage to any equipment brought onto the premises, or theft or damage to vehicles parked on the premises.

1.5.17 Instances of physical or verbal abuse or threatening behaviour towards members of staff or other clients will not be tolerated and may result in immediate termination of hire.

1.5.18 The lettings team will not under any circumstances accept any inducements to alter the terms agreed in any way.

I agree to adhere to the terms and conditions and safety notice provided. I accept that failure to adhere to any of the conditions of booking will result in the deposit being retained by the school and future bookings being refused.

Signed: ..... Signed: .....

(Client) (On Behalf of Essendon CofE (VC) Primary School)

Print name: ..... Print name: .....

Date: ..... Date: .....

## **2 Safety Notice**

The Hirer is responsible for ensuring that their users are familiar with the emergency procedures, including emergency exits and assembly points.

The Hirer must ensure that the maximum number for the facility being hired is not exceeded under any circumstances.

The Hirer must ensure that users do not park or wait in any area likely to impede the access of emergency services.

Should any emergency services be requested, the Hirer must raise the alarm and contact the lettings team immediately.

If the fire alarm is activated, either automatically or manually, everyone should evacuate the building using the nearest available exit indicated by signage throughout the building. The Assembly Point for all users is on the school playground at the back of the school.

The Hirer or their appointed person is responsible for ensuring all their users are accounted for and report any missing persons to the lettings team immediately.

The Hirer is responsible for relaying this information to all clients during the period of their let.

Emergency telephone numbers:

School Office (in office hours only Monday – Friday 8am – 5.00pm) 01707 261209



### 3 Letting Costs

Lettings charges for academic year 2021-2022 (Inc. VAT @ 20%)

	HOURLY RATES			
	MONDAY - THURS		FRI - SUN	
	< 10 weeks	10+ weeks	< 10 Weeks	10+ weeks
Fee	£12.50	£11	£20	£16
+ 20% VAT	£2.50	£2.20	£4	£3.20
<b>TOTAL</b>	<b>£15</b>	<b>£13.20</b>	<b>£24</b>	<b>£19.20</b>
+ insurance surcharge (if applicable)	£0.50	£0.30	£1.00	£0.80
<b>TOTAL</b>	<b>£15.50</b>	<b>£13.50</b>	<b>£25.00</b>	<b>£20</b>

Security Deposit – Refundable provided terms of lease are not breached: equal to two hour's hire at the applicable rate.

#### 4 Hirer's Booking Form

<b>Name of Hirer:</b>	
<b>Address:</b>	
<b>Telephone Number:</b>	
<b>Mobile Number:</b>	
<b>Email Address:</b>	
<b>Organisation:</b>	
<b>Invoice Address (if different from above)</b>	

#### Details of Hire

<b>Area of School Required:</b>	
<b>Purpose of Hire:</b>	
<b>Start Date:</b>	
<b>End Date:</b>	
<b>Time of Hire:</b>	<b>FROM:</b> <b>TO:</b>
<b>Day(s) of Week:</b>	
<b>Age Range of those attending:</b>	
<b>Numbers attending:</b>	
<b>Supervision arrangements (if children under 16):</b>	
<b>Are you intending to consume alcohol on the site?</b>	
<b>If yes, will alcohol be sold at the event? Details of appropriate licence</b>	
<b>Are you intending to have music at the event?</b>	
<b>If yes, will this be a live performance? Details of appropriate licence</b>	
<b>Will members of the general public be allowed access?</b>	
<b>Do instructors require special qualifications?</b>	
<b>Do you or your organisation's members hold Enhanced DBS checks?</b>	
<b>Does your organisation have a Safeguarding Statement?</b>	
<b>Do you have Public Liability Insurance?</b>	
<b>Date of Insurance Certificate Expiry:</b>	
<b>Furniture requirements:</b>	
<b>Additional information:</b>	

## 5 Payment

<b>Total hire charge (inc. VAT &amp; insurance):</b>	
<b>Deposit due:</b>	
<b>Deposit paid on (date):</b>	

## Declaration

I hereby apply to use the above facilities on the dates and times shown. I have read the booking conditions and understand that I am responsible for the people using the school facilities under the terms of this let. I agree to be bound by the letting conditions and with the instructions of any of its officers. I confirm that the activity in question will not involve excessive noise or traffic around the school site and agree to pay the hire charge set out above.

<b>Signature of Hirer:</b>	
<b>Name (Print):</b>	
<b>Date:</b>	
<b>Signed on Behalf of the Lettings Team:</b>	
<b>Name (Print):</b>	
<b>Date:</b>	