



PERIVALE
PRIMARY SCHOOL

Lettings Policy

Committee with oversight for this policy – Full Governing Board	
Policy to be approved by the Full Governing Board	
Policy last reviewed by the Full Governing Board	25/03/2021
Policy last ratified and adopted by Full Governing Board	25/03/2021
Policy / Document due for review	March 2024

Introduction

The Governing Board regards the schools buildings and grounds (which are owned by London Borough of Ealing) as a community asset and will make every responsible effort to enable them to be used as much as possible.

However, the overriding aim of the Governing Board is to support the school in providing 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.

Definition of a letting

A letting may be defined as:

“Any use of the school buildings and grounds by parties other than the school and its partners. This may be a community group (such as a local music group or a football team), or a commercial organisation (such as a local branch of Slimming World)”. A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

The following activities fall within the corporate life of the school. These activities are not considered to be lettings and costs arising from these users are therefore a legitimate charge against the school’s delegated budget:

- Governing Board meetings
- Extra-curricular activities for pupils organised by the school
- School performances
- Family learning
- Parents’ meetings
- Meetings of the Parents Association
- Parents Association organised events
- Services provided by partner organisations

Priority for Lettings

The Governing Board is mindful of the needs in the local area and has carried out an assessment of local needs. This information has been used to assess the priorities for lettings. These include lettings to ethnic minority groups, educational and recreational activities open to school pupils and their families and activities organised by local community groups for the benefit of the local community.

The following activities are not considered to be appropriate for lettings as they are either well provided for in the local area; not deemed to be compatible with the ethos of the school or are not able to be accommodated with the schools facilities:

- Commercial activities with little potential to generate income or support for the school
- Events selling alcohol not linked to the school’s charity events
- Activities promoting gambling

Types of lettings

The Governing Board has agreed to define lettings under the following categories:

- School lettings for activities for pupils or their parents and carers that provide educational benefit to pupils, which the school wishes to subsidise
- Community lettings for other community activities which should be made on the basis of full cost recovery
- Commercial lettings will be charged on a cost plus an income margin for the school

Safeguarding

All lettings must adhere to the school's safeguarding policies. In particular, all applicants must sign the school's safeguarding statements where appropriate:-

- Safeguarding Policy
- Declaration of Pecuniary and Personal Interest
- Health & Safety Statement
- Keyholder Agreement
- IT Acceptable Use Agreement

All supplementary schools must be registered with the National Resource Centre for Supplementary Education (NRCSE) and abide by the Voluntary Code of Practice for Supplementary Education

<http://www.supplementaryeducation.org.uk/supplementary-education-the-nrc/>

Charges

The Governing Board is responsible for setting charges for the letting of the school premises. These are set out in the Schedule of Charges for Community Use.

The scale of charges will be reviewed annually by the Governing Board for implementation from the beginning of the next financial year, with effect from 1 April of that year. Details of current charges will be provided in advance of any letting being agreed. Rates range from £25 - £75 per hour, depending on the facility required. *Appendix A*

For the purpose of charging, the Headteacher and School Business Manager are empowered to determine to which group any particular individual or organisation belongs. They are also able to offer any discounts or agree a subsidy for any letting, as they deem appropriate. The basis of charging will be determined by the purpose for which a letting is arranged.

The minimum hire period will be one hour. The school reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

The school will seek to recover any cost 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 Use. *Appendix B*

Letting times, available facilities and equipment

The letting times, facilities and equipment available are dependent on the time of year and day. Please contact the School Business Manager for more information.

Variations to these facilities and times will be subject to the approval of the Headteacher / School Business Manager.

Conduct of Users

This is set out in the Terms and Conditions for Use of school premises. *Appendix B* Please note that all lettings must be covered by Public Liability Insurance.

Security

The Headteacher has delegated authority to determine the security risk for each letting to the School Business Manager who will be responsible for allocating a continuous security presence or other control measure.

Management of lettings

The Governing Board has delegated day-to-day responsibility for lettings to the Headteacher in accordance with the Governing Board's Policy. Where appropriate, the Headteacher may delegate all or part of this responsibility, such as security, child protection to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or now, she will consult with the Chair of the Governing Board.

The school should ensure that the terms of any contract for lettings such as supplementary schools; theatre groups; sports activities; cubs or scouts etc, that will require the contractor to employ staff or use volunteers to work with, or provide services for children, regardless of whether they attend the school or not, also requires the contractor to adopt and implement the measures described in this guidance. They should also monitor the contractor's compliance.

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

Considering applications for lettings

Organisations seeking to hire the school premises should approach the School Business Manager. Details of charges and conditions of use should be given or referred to.

An Initial Request Form, *Appendix C*, should be completed at this stage. A record of all enquiries should be kept on file.

The School Business Manager will decide on the application with consideration to:

- The priorities for lettings as agreed by Governors and set out in this policy
- The availability for the facilities and staff
- The school's equal opportunities, health and safety, child protection policies
- The health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.

Issuing a Lettings Contract

Once a letting has been approved, a letter of confirmation will be sent to the hirer, enclosing a copy of the Terms and Conditions and Lettings Contract.

The Lettings Contract should then be signed and returned to the school. The school should be in receipt of these signed copies before a letting takes place.

The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Board's current scale of charges. We will seek payment in advance in order to reduce any possible bad debts and/or a deposit to cover damages. A guarantee card should support cheques wherever possible.

An official receipt will be issued for all payments received. All lettings fees received will be paid into the school's bank account. The income and expenditure relating to lettings should be clearly recorded by the school and reported under the guidelines for Consistent Financial Reporting.

The Headteacher, on behalf of the Governing Board, has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given in writing and payment received in full. The reason for refusals should be recorded on the bottom of the application for lettings form and fully explained to the enquirer.

Appendix A

PERIVALE PRIMARY SCHOOL CHARGING POLICY

The following charges per hour will apply to community and private lettings:-

Accommodation	Private Hire	Community Hire
School Hall	£75	£40
Class Room	£35	£25
After School Club	£35	£25

School Hall and Classroom hires are also subject to a £25 Caretaker's fee per booking.

To be reviewed annually.

Agreed by Full Governing Board

Date:-Spring 2021

Appendix B – Terms and Conditions for Lettings

1. During term-times (when the school is in session) private lettings (one-offs) may have a start time of 6.00pm -access from 5.30 pm. (This excludes access to community sport).
At all other times, hiring start times are flexible.
2. All lettings must have a function end time of 10.30 to allow for "locking-up" by 11.00 pm
3. The use of premises is restricted to the use and accommodation specified on the letting application.
4. Representatives of the school governors shall have free access to the premises for the purpose of inspection.
5. The hirer shall be required to pay for the loss of or damage arising out of the letting. The hirer is required to leave £100 cheque, to be returned the week following the let by the School Business Manager. This cheque will be locked in the safe, until the hirer collects it. Everything will be in working order before the let, and if anything is broken after the let, the hirer will be contacted eg cooks if these are being used.
6. The school governors shall not be responsible for the loss of or damage to any property whatsoever or death or injury to any person whomsoever. **Hirers are required to provide their own insurance against their liability towards the public and their own employees in this respect.** The hirer needs to take out his\her own insurance in the following ways:
 - a. Contact their own insurance. or
 - b. Contact the London Borough of Ealing on 020 8825 5000
 - c. Discuss this with the SBM as per "Application for Hire" form.The hirer accepts full responsibility and must indemnify the School against all costs, charges and claims in respect of injury to any person using the premises (except such as may be proven to be caused by the negligence of the school or school staff)
7. Licences generally are required for:
 - Performing plays
 - "Public dancing. Music or other public entertainment of a like kind" under the Local Government
 - (Miscellaneous Provisions) Act 1982
 - Games of bingo
8. Hirers must ascertain from the school whether or not a licence is required for these uses, or for any other use to which premises are to be put. If so, hirers must obtain and ensure full compliance with the necessary licence if the premises are not already licensed.
9. It is the hirer's responsibility that no-one becomes so intoxicated that they behave in an inappropriate manner eg throwing things, damaging property.
10. If the duty person (usually a caretaker) cannot move the people from the premises on time, or he\she can see behaviour is becoming totally inappropriate, he\she will first ask the hirer to control the party, and then, after 5-10 minutes, he\she will call the police.
11. It is the hirer's responsibility that no-one consumes illegal substances on the premises.
12. This is a **non-smoking site** and the smoke alarms will go off if smoke were detected.
13. Hirers are required to furnish details direct to the Performing Rights Society of "all musical works, whether published or in a manuscript, performed at the premises vocally, instrumentally or mechanically, at entertainments for which a charge is made".
Where appropriate, a form should be completed and forwarded direct to the Performing Rights Society Limited immediately after the letting has taken place.
14. When commercial sound recordings, CDs or tape recordings) are publicly used an application for a licence to use such recordings must be submitted to Phonographic Performance Limited, 1 Upper James Street, London W1F 9DE. Application forms may be obtained from them on request.
15. The charge for accommodation includes the use of furniture within the room.
16. The hirer shall remove decorations and any other materials introduced into the premises before they leave at locking-up time.
17. The hirer must leave the premises at the agreed time. He\She is responsible for moving the people out of the area.
18. If anyone leaves anything behind, the hirer should take it with them. Belongings left on site are kept for one week and then disposed of.
19. Hirers must not offer any hospitality to the school's caretaking staff.
20. The hirer is responsible to ensure the following:

- a. Noise levels, both inside and outside the building, are kept reasonable eg within normal limits.
 - b. The facilities are left clean and tidy at the end of the let and everything is back where it was at the start of the let. Cleaning materials will be provided when the hirer arrives (this includes rubbish sacks)
 - c. Fire exits must be kept clear at all times
 - d. Only the areas hired are to be used.
 - e. Those hiring the hall for private "one-off" functions cannot advertise these through the school postal/communication system. (This system is used for publishing local sporting opportunities, after-school clubs, and access to local events).
 - f. He\She is over the age of 21 years
 - g. He\She has signed the Application form
21. By arrangement with the Headteacher, the hirer must visit the establishment in order that a hand-over may be made to ensure that the equipment to be used is in satisfactory working order. A similar hand-over is to take place at the end of the letting.

School Playground

22. The hirer must ensure that the use of the playground will not prejudice its use for normal purposes.
23. Motor vehicles must not be taken to the school' site or anywhere other than the car park unless by arrangement.

Fire Regulations/Health and Safety

24. Hirers must ensure that they point out where those using the premises can leave by the clearly sign-posted exit signs. Hirers are advised to devise their own risk assessments.
25. The maximum capacity of the hall is 200 adult persons (approximately 120 seated).

28. Hire charges and how to pay:

- The hirer should pay in cash or write a cheque payable to Perivale Primary School
- **£100** refundable deposit is required at time of booking. The school retains the right not to refund the deposit for the following reasons:
 - breakages etc
 - the function goes on longer than the specified time
- The £100 (returnable cheque) should be made payable to Perivale Primary School.
- In order for all the paperwork to be in place and for the public liability certificate to be sent to the hirer (and a photocopy given to the school) lettings must be booked **at least two weeks in advance.**

29. Cancellation charges

- Four weeks before the event 10%
- Two weeks before the event 50%
- Less than two weeks before the event 100%

30. Use of Telephones

School telephones **SHOULD NOT BE USED** except for 999 calls.

31. Anyone hiring any areas in the school should know that NO-ONE should be eating chewing gum or bubble gum. We have a ZERO TOLERANCE TO CHEWING GUM AND BUBBLE GUM!

32. **The school is not liable for any loss of earnings regarding hiring the premises.** eg if the hall cannot be used for health and safety reasons.

32. The school reserves the right to cancel a regular letting as and when necessary

33. **The school reserves the right to refuse a request for hire.**

Appendix C - Initial Request Form

Perivale Primary School
Federal Road, Greenford UB6 7AP
Telephone: 020 8997 0619

PROCESS OF BOOKING A FUNCTION

- Check availability with school
- Come into school to collect paperwork
- Bring in a cheque payable to Perivale Primary School for £100 (casual lets only)
- Pay for hire

APPLICATION for HIRE - REGULAR LETS\CASUAL (ONE-OFF)

Please complete and return to the Finance Department, Perivale Primary School ,

Date of event\events		Type of event eg children's party, wedding + numbers (approx) of people/children allowing 30 mins before & 30 mins after for setting up & tidying up	
Actual times of function			
Which areas in the school will you be using?			
Name and address of person organising the event		Tel No:	
Facilities required eg Hall Kitchen – for serving - cooking		Description of event (including what you might be eating and drinking eg alcohol)	

For casual lets a refundable deposit of £100 made at time of booking is necessary to cover damage. If you are not out by the expected/agreed time you could forfeit the £100. I/We have read and agreed to abide by the Terms and Conditions of Hire printed on the reverse.

NB All lets must be covered by Public Liability Insurance

Signed
for and on behalf of(if applicable) Date.....

Signature of Headteacher

The Headteacher will confirm the booking. The Bursar will then send you an invoice. Cheques should be made payable to Perivale Primary School
Actual times of event from opening to shutting times