



The
Boleyn
Trust



Cleves
PRIMARY SCHOOL

Cleves Primary School

Lettings Policy

Policy Creation and Review	
Author(s)	
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Ratified by Governing Body	December 2021
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Safeguarding

Cleves Primary School is dedicated to ensuring the safeguarding of its pupils at all times.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out space.

If there is a chance that those hiring the premises will come into contact with pupils, for example, if the hire occurs during school hours, or when pupils may be present in the school (during after school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

When there is a requirement for DBS checks to be undertaken, the hirer must keep appropriate records in line with the DBS Code of Practise and report to the school any safeguarding concerns which may arise.

The hirer will be required to provide evidence that DBS checks have been carried out on request.

Introduction

Cleves Primary school building is a community asset and will make every reasonable effort to enable then to be used as much as possible.

However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

The school's delegated budget (which is provided for the education of its pupils) will not be used to subsidise any lettings by the community or commercial organisations. A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the actual cost to the school of any use of the premises by an outside organisation must be reimbursed to the school's budget.

Definition of a Letting

A letting may be defined as 'any use of the school premises (building and grounds) by either a community group (such as a local music group or football team) or a commercial organisation (such as the local branch of 'Weight Watchers'). 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.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

Types of Lettings

Single lettings are those where an individual or organisation wishes to hire facilities on a one-off basis; these lettings should still be subject to a formal lettings agreement and follow the same principles as a continuous letting. **Continuous lettings** are those that run for a number of week or terms.

Letting Agreement

All lettings (even those where no charge is made) must be subject to a letting agreement, this will detail the terms of the letting and must be signed by both the school and the hirer. A letting should only be confirmed as accepted when a signed letting agreement is in place. Any amendments to an agreement will require a new agreement form to be approved.

Conditions of Letting

- **Smoking:** Smoking is not allowed anywhere in the building or in the grounds
- **Gambling:** Gambling will not take place on school premises without permission and in accordance with the conditions of The Gaming Act 1958. The letting application form must state if permission to engage in any form of gambling is being requested.
- **Licences:** The hirer is to ascertain and obtain if necessary a music, dancing, entertainment, theatre or cinematography licence from the appropriate section of the London Borough of Newham.
- **Animals:** Animals, with the exception of dogs for the blind, are not permitted on the school premises.
- **Health and Safety:** The hirer accepts that he/she should familiarise himself/herself with the position of the telephones, escape routes, fire alarms and fire-fighting equipment. Notices regarding the procedures, in relation to action in the event of a fire, should also be studied and the information disseminated. The hirer also accepts they are responsible for the first aid provision during the letting.

PRESERVATION ORDER

The hirer is responsible for the preservation of good order during the letting and for ensuring that no offensive acts take place upon the premises.

KITCHEN

The use of the school meals kitchen and equipment by hirers for social functions etc is not permitted unless approval has been given by the School Meals Section who will provide staffing. The charges for this service are additional to the letting charge. The hirer must obtain permission to use the school kitchen from Newham Catering Services.

Charges for a Letting

The Governing Body is responsible for setting charges for the letting of the school premises.

A charge will be levied, which covers the following:

- Cost of services (heating and lighting)
- Cost of staffing (additional security, caretaking and cleaning) – including ‘on-costs.’
- Cost of administration
- Cost of ‘wear and tear.’
- Cost of use of school equipment (if applicable)
- Profit element (if appropriate)

Where there are multiple lettings taking place at the same time, the price for services and staffing will normally be shared between the organisation involved.

When the school is being used for election purposes, a Let Form will still need to be completed, but no charge will be made as PCC will reimburse the school with a token payment to cover the utility charges.

A non-refundable hire deposit of 25% of the total hire fee is required, and the full balance is due at least seven working days before the hire date.

In addition, a refundable cash sum of £100 as a Security Deposit is also required. The Security deposit will be withheld for a period of up to ten working days. The security deposit will be refunded following inspection of the premises, subject to deduction for any damages, additional cleaning or breach of any of the points specified in the Conditions of Hire

VAT

In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances).

SPORTS FACILITIES – VAT

Sports facility letting charges are normally subject to VAT, but where certain criteria are satisfied, the hire charges can be treated as exempt.

VAT Regulations state that for a series of ten or more lettings to be exempt from VAT, the following conditions should be satisfied.

- Each period is in respect of the same activity carried on at the same place
- The interval between each period is not less than one day and not more than fourteen days
- The charge is payable by reference to the whole series and is evidenced by written agreement
- The facilities are letting to a school, club, association or an organisation representing affiliated clubs or constituent association.

CHARGING RATES

Area		Max # people	Mon-Fri		Sat-Sun	
			Per hour	Each additional hour	Per hour	Each additional hour
1	Large Hall	200	£60.50	£46.20	£72.60	£57.75
2	Dining Hall	100	£42.35	£28.87	£54.45	£40.42
3	Picnic Area	75	£42.35	£28.87	£54.45	£40.42
4	Football Pitch	200	£60.50	£46.20	£72.60	£57.75
5	Whole Playground	300	Negotiable			
6	Soft play Package	30 Children	Holiday time only (3hrs)		All Year (3hrs)	
			£250		£250	

CANCELLATION

Continuous lettings may be cancelled, provided that in each circumstance at least **28 days notice is given**. Single lettings may be cancelled, provided that in each circumstance at least **5 days notice is given**. It is the hirer's responsibility to notify people appropriately of any changes in dates or venues at least a week in advance.

The Governing Body will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the Governing Body 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, oil shortage, failure of electricity/gas supply).

The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the hirer. Where payment for the hiring of the school facilities is not reached by the prescribed deadlines, and/or without prior agreement by the Business Manager the Governing Body reserves the right to terminate the letting with notice of one week. The Governing Body will not accept any responsibility for any loss, or other expenses, however, incurred by the hirer, in the event of the cancellation of the letting as a result of the circumstances described above. The decision of the Governing Body as to whether a letting should be cancelled shall be binding on the hirer.

It is the hirer's responsibility to notify its club members appropriately of the withdrawal of the school facilities in the event of the letting being cancelled for the reason outlined above

Management and Administration of Lettings

The Business Manager is responsible for the management of lettings, in accordance with the schools Letting policy. Where appropriate, the Business Manager may delegate all or part of this responsibility to other members of staff, while still retaining overall responsibility for the lettings process.

If the Business Manager has any concern about whether a particular request for a letting is appropriate or not, they will consult with the Headteacher and as required, the Governing Body.

STORAGE ANCILLARY TO THE LETTING

The permission of the Governing Body/Headteacher must be obtained before goods or equipment are left or stored on the premises, except that the Headteacher is authorised to grant permission for the overnight storage of products and equipment brought to the school for a particular event.

SUB-LETTING

The hirer shall not sub-let the premises, underlet or share possession with any other parties.

INDEMNITY AND INSURANCE

Lettings are made on the agreement that the Governing Body is repaid by the hirer against any loss, damage, costs and expenses during the use of the school premises by the hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the Governing Body

LOSS OF PROPERTY

The Governing Body cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her insurance arrangements if required.

CAR PARKING

Cars shall not be parked to obstruct the entrance to, or exits from, the school. In particular, the Hirer must ensure that access to the school by emergency vehicles is not blocked or delayed. Where parking accommodation is available, this must be used, and users of the school should avoid undue noise on arrival and departure.

TOILET FACILITIES

Access to the designated school's toilet facilities is included as part of the letting arrangements.

RIGHT OF ACCESS

The Governing Body reserves the right of access to the premises during the letting for emergency or monitoring purposes (The Headteacher or members of the Governing Body from the Finance Committee may monitor activities from time to time).

VACATION OF PREMISES

The hirer shall ensure that the premises are vacated promptly at the end of the letting session. The hirer is responsible for supervising any children taking part in activity until a responsible adult collects them.

The Administrative Process

An organisation seeking to hire the school premises should approach the designated member of staff who will identify their requirements and clarify the facilities available. A Booking Form for School Lettings (appendix 1) should be completed at this stage. The starting and finishing times on the booking form should be such, to allow time for any setup and clearing up respectively.

The Business Manager and Governing Body have the right to refuse an application, and no letting should be regarded as 'booked' until approval has been given in writing.

No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved, the confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement.

The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting, following the Schools current scale of charges. Payment should be made in advance unless a written agreement exists between the hirer and the school to pay on invoice.

The hirer should be a named individual, and the agreement should be in their name, given their permanent private address.

All lettings fees which are received by the school will be paid into the school's bank account, to offset the costs of services, staffing etc. (which are funded from the school's delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a 'break-even' situation is being achieved.

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

Terms and Conditions of hire

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. The hirer shall pay the full amount as stipulated by the school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee, and no relationship of landlord and tenant is created between the hirer and the school by this licence.
4. The hirer shall not sub-licence any of the premises under the licence.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
8. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time and must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide of copy of the relevant insurance certificate no less than 10 days before the start date of the licence.
9. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.
10. The hirer shall indemnify and keep indemnified the school from and against:
 - a. any damage to the premises or school equipment;
 - b. any claim by any third party against the school; and
 - c. all losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
11. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.
12. Any cancellations by the hirer received with less than 5 days for single lettings and 28 days for Continuous lettings notice will not be refunded.
13. Any cancellations by the school made with at least 5 days notice will be refunded.
14. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
15. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their equipment behind.
16. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the school.
17. If the hirer breaches any of the terms and conditions the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.

18. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
19. The hirer will acquire all appropriate additional licenses for any activities they are running, including those required for the use of any third-party intellectual property.
20. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
21. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
22. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
23. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
24. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.
25. The hirer is responsible for paying the full balance due at least seven working days before the hire date.

Appendix1

Hire Request Form

Name of Hirer				
Telephone Number				
Email Address				
Address				
Organisation				
Purpose of Letting				
Number of expected participants in the activity				
Date and time of the first hire				
Is this a recurring request =, or one-off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)				
Room/Facility	Start Time	End Time	Total hours	Cost
Large hall				
Small Hall				
Dining hall				
Field				
Other (classroom)				

Other equipment required

Equipment	No	Yes	Number required
Microphone			
Screens			
Sound system			
Seating			
Table			

Additional equipment you will require from the school, e.g. car park (Please note we may not always be able to provide this but will inform you where this is/is not possible)					
Additional equipment you will be providing yourself					
I will provide my Public Liability Insurance and ensure the school are given a copy of it before hiring the facilities	I will require the school to include in the cost, Public Liability Insurance. (only for single lettings)				
<table border="1" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">Yes</td> <td style="width: 50%; text-align: center;">No</td> </tr> </table>	Yes	No	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">Yes</td> <td style="width: 50%; text-align: center;">No</td> </tr> </table>	Yes	No
Yes	No				
Yes	No				
Total Cost					

By signing below, I agree to the terms and conditions set out in the school's premises hire policy.

- I hereby agree to pay a non-refundable hire deposit of £..... as 25% of the total hire fee. I agree to pay the full balance due at least seven working days before the hire date.
- In addition, I hereby agree to pay a refundable cash sum of £100 as a Security Deposit. I agree that Cleves Primary School will withhold the Security deposit for a period of up to ten working days. The security deposit will be refunded following inspection of the premises, subject to deduction for any damages, additional cleaning or breach of any of the points specified in the Conditions of Hire

Name _____ Date _____

Signature _____

Please return this form via email at lettings@cleves.boleyntrust.org or the school office at Cleves Primary School, Arragon Road, East Ham, E6 1QP. We will be in touch to inform you if your application is successful and if so, details of the full cost and documents that will need to be shared.