

## VICARAGE PRIMARY SCHOOL

### LETTINGS POLICY

Our policy reflects the school's ethos in respect of encouraging greater community use wherever possible and reasonable to do so; and having full regard for the Law; Health and Safety at Work Act 1974 and other relevant Local Authority policies and procedures.

#### PREMISES

**In this agreement the use of the word 'premises' means the accommodation hired, any ancillary accommodation used (e.g. toilet, means of access,) and the curtilage of the school.**

All lettings will be subject to:

- The agreement of the Head Teacher/Governing Body as appropriate.
- Economies of use.
- Control of noise and disturbance to neighbours.
- Availability of Site Supervisor/cleaning staff, having regard for maintenance work, Bank Holiday entitlement, the school's general financial situation and other factors the Staff and Governors deem relevant.
- Site Supervisor's control throughout the period of the letting.
- Each application being considered on its merits and the suitability of the school premises to accommodate same.
- Priority of hiring on the basis of first come, first served subject to equal opportunities considerations.

#### 1. Application

All applications for lettings are to be made, after viewing, by completing the letting application form (Appendix A) and submitting it to the School Business Manager who will then consult the Site Supervisor. Notification will be issued within seven working days as to whether the let is agreed. The School Business Manager reserves the right to request further information of any proposed letting.

The person who applies for the accommodation will be deemed the hirer and must be over 18 years of age. The Hirer shall be the person who signs the form of application and shall be responsible for the payment of the hiring charge and for the observance of the terms of the application.

The Governing Body and/or the Head Teacher reserve the right to refuse any application for hire.

Animals, with the exception of dogs for the blind, are not permitted on school premises.

## 2. Prohibited Use

To safeguard the best interests of the school communities and to protect the fabric of school premises the Governing Body, as advised by the LA, will not allow the use of school premises for meetings, gatherings or fundraising events for political purposes except, when the premises are used for the purpose of elections.

## 3. Charges

The scale of charges is set out in Appendix B.

If the letting is agreed, a refundable deposit of £350 must be paid upon notification. Hirers may cancel or postpone the use of accommodation they have booked. The following amounts will be deducted from the deposit upon cancellation:

3 months or more before agreed let:	£100
2 months before agreed let:	£200
1 month before agreed let:	£350 ( <b>Full deposit</b> )

If cancelled by the school full reimbursement of charges will be made.

**Payment over £350 must be made by a banker's draft payable to Vicarage Primary School.** A cash payment can be accepted providing the school is notified beforehand of the date of payment and the amount. The full charge for the hire must be paid at least twenty one (21) days prior to the date of the event.

**On successful completion of the letting and satisfactory report from the Site Supervisor, the letting deposit will be refunded in full within 30 working days following the function.** If additional costs are incurred, in circumstances as set out in these conditions, these will be deducted from the deposit. This will not affect the rights to recover sums for additional costs in excess of the deposit.

The right is reserved to refuse access to the premises hired if the whole of the charge has not been paid.

Any hire of school equipment that is arranged by the school may incur additional charges.

It may be possible for internal agencies to pay by direct transfer of charges. If a let by an internal agency is accepted without a refundable deposit in place, all additional costs incurred will be met by the hirer, if it is deemed as a direct result of the let.

#### 4. Capacity Limits

Safe capacity of the areas designated for letting are:

	<u>STANDING</u>		<u>SEATED</u>
Main Hall	300	or	250

This is subject to the nature of the booking. An activity plan must be submitted upon application where necessary as stipulated by the Health and Safety Officer in accordance with Local Authority guidance.

On Site Car Parking is limited and conditions of use will be discussed prior to the let, if agreed, and is subject to the Site Supervisor's control throughout the hirer. No parking is allowed in school playground at any time.

#### 5. Alcohol

Alcohol is not permitted on the premises without prior consent of the Governors, and where agreed an occasional licence must be obtained and a copy submitted to the Governors no later than 14 days before the letting.

Alcohol may only be supplied at a function if a **Temporary Event Notice** has been obtained by the hirer (premises user) and given to the school, the relevant licensing authority (with the fee of £21) and the relevant chief officer of police no later than 10 working days prior to the event. The **TEN** can be obtained from the council.

#### 6. Loss or Damage Liability

The Governing body cannot, under any circumstances, accept responsibility or liability in respect of any damage to or loss of property whatsoever, by the Hirer or person attending the function. The Hirer must ensure they have insurance to cover public liability, as the booking is not covered by the schools insurance.

The Hirer shall indemnify the Governing Body against all actions, proceedings, claims and demands whatsoever which may arise as a result of the hiring.

No item shall be brought onto the premises, which is likely to cause damage to the structure, finishes and covering of the building.

The hirer will accept full responsibility for any damage during letting and/or the cost of making good any damage which occurs during the letting.

All facilities must be left in a clean and reasonable condition otherwise any additional costs arising from the need to clean such facilities shall be an additional cost incurred by the Hirer.

## 7. Hours of Letting

Hours of letting are as follows:

Weekdays (Mon-Thurs)	5:30pm – 8:30pm
Fridays	5:30pm – 9:30pm
Saturdays	9:00am – 11:30pm
Sundays	9:00am – 3:30pm

Normally lettings will be booked according to sessions, which are based on the following:

<u>Period</u>	<u>Session</u>
Weekdays	Minimum 2 hours
Weekends	Minimum 4 hours

The above times are final. Functions should cease 30 minutes before stated finish time to enable clearing up to take place.

## 8. Removal of Articles

Caterers, contractors and others employed to supply refreshments, decorations etc., will be required to remove and clear away all their articles and property before the letting terminates. Hirers are required to give their caterers/contractors notice accordingly. This also applies to any excess refuse generated by the let.

## 9. Licences

It is the hirer's responsibility to ascertain and obtain if necessary any licences required for the use of alcohol and or music/dancing/entertainment/theatre from the appropriate section of the London Borough of Newham.

## 10. Entertainment Programme

The hirer shall supply to the school for approval a copy of a programme of any entertainment to be given during the letting.

## 11. Advertising

No advertising material relating to activities in the premises will be permitted without the express permission of the Head Teacher/Governing Body as appropriate.

## 12. Smoking

Smoking is not permitted anywhere on the School site. It is the responsibility of the hirer to ensure this is complied with at all times. Smoking outside or near to the School entrance is not permitted.

### 13. **Complaint**

Any complaint must be made in writing to the Head Teacher, which will be investigated in accordance with the School complaints policy. In any matter arising from such a complaint the Governing Body's decision is final.

### 14. **Policy Amendment and review**

The Governing Body reserves the right to amend the Letting Policy as and when necessary. This policy will be reviewed as required.

### 15. **Gambling**

Gambling must not take place on school premises.

### 16. **Unofficial Lettings**

Unofficial or substitute lettings are not permitted.

### 17. **Right of Entry**

The Governing Body/school or those delegated by the Governing Body reserve the right to enter the premises at all times.

### 18. **Preservation of Order**

The Hirer is responsible for the preservation of good order during the letting; any immoral or lewd behaviour will not be accepted or condoned. The Hirer is responsible for any damage incurred to the school property or Premises in consequence of the letting. In the event of such occurrence, the Hirer will be responsible for any repair or replacement costs.

### 19. **School Furniture, Property & Equipment**

School furniture, property and equipment must not be moved or used except by arrangement. Nails, tacks or screws, staples etc must not be driven into walls, floors, ceilings, furniture or fittings.

### 20. **Health & Safety**

All lettings will be carried out in accordance with Vicarage Primary School's Health & Safety site guidance. Flammable materials must not on any account, be used for decoration or other purposes on the school site.

A designated person (normally the Site Supervisor) will provide information regarding the School Health and Safety requirements prior and whilst the letting is in progress. The Hirer must then ensure the relevant information is made available to users/Caterers/Contractors.

**Any organisation using the school premises for activities for children through a letting agreement must have a child protection policy or agree to follow the school's own policy.**

## 21. **Lighting Arrangements**

Any alterations in or addition to the present lighting arrangements is forbidden without prior permission from Head Teacher.

## 22. **Heating**

The attention of hirers is drawn to the fact that it is not possible for the education establishments to guarantee heating for letting purposes.

## 23. **Footwear**

The letting of accommodation for functions involving dancing is conditional upon wearing of suitable footwear by those taking part in order to prevent the damaging of floors.

## 24. **Saturday Lettings**

In the event that the site supervisor having to do extra cleaning on Sunday morning after a Saturday letting, an amount equivalent to payment for 2 hours cleaning time will be charged plus VAT.

## 25. **Breach of Regulations**

In the event of any breach of these regulations the school reserves the right to cancel the letting immediately without notice.

**The Hirer shall indemnify the school against any Claims that may be made against it by the Society by reason of any failure on the part of the Hirer to comply with the provisions of this Condition.**

**Vicarage Primary School**

Application For Hire of Accommodation On School Premises

Name: .....

Address: ..... Tel Nos. (Home).....

..... Daytime).....

e-mail address: .....

Group/Organisation: .....

Position in Group: ..... Date(s) of Use: .....

Public/Private Function? Admission Charge? Yes/No

Purpose Accommodation Required for: .....

<b>Accommodation</b>	<b>From</b>	<b>To</b>
Sports Hall 1		
Sports Hall 2		
School Hall (lower ground)		
School Hall (upper floor)		
Classroom		

I declare that I have viewed the accommodation and furniture available at Vicarage Primary School in connection with my hiring of the premises on ..... and they are to my satisfaction.

I HEREBY AGREE to be bound by, and conform to, the Regulations and Conditions of Lettings, a copy of which I acknowledge to have received, and to indemnify Vicarage Primary School in accordance with No. 26 thereof.

I DECLARE that I am 18 years of age / or over, and that the booking is made on behalf of, or in the interests of, a proscribed organisation as set out in No.1 thereof.

Date: ..... Signed: .....

**ALL APPLICATIONS MUST BE MADE TO THE HEAD TEACHER.  
SITE SUPERVISORS ARE NOT PERMITTED TO ACCEPT APPLICATIONS OR REMITTANCES.**

**SMOKING IS NOT PERMITTED IN SCHOOL BUILDINGS, PLAYGROUNDS OR CAR PARKING AREA.**

**SCHEDULE OF CHARGES**

<b><u>AREA</u></b>	<b><u>MON – THURS</u></b>	<b><u>FRI &amp; SAT</u></b>	<b><u>SUNDAY</u></b>
<b>SPORTS HALLS</b>	<b>£25.00</b>	<b>£65.00</b>	<b>£65.00</b>

\* Charges will vary for religious or community events. Please see school directly for these rates

**MINIMUM OF 4 HOURS FOR FRIDAYS /SATURDAY / SUNDAY**

**ALL CHARGES ARE PER HOUR AND ARE + VAT @ 20 %**

**ALL LETTINGS ARE SUBJECT TO A DEPOSIT – UNLESS THEY ARE SUBSIDISED BY THE LA COMMUNITY EDUCATION DEPARTMENT.**