



Falconbrook Primary School

Lettings Policy

EFFECTIVE 27 JUNE 2024

Based on best practice

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Introduction

The school Letting Policy outlines the proposals for community use of the Falconbrook building and grounds. Extended utilisation of the school facilities is positively encouraged by the Governing Board and must be approved by the Head Teacher. Lettings must be consistent with the aims and ethos of the school and hiring for tutoring primary aged children is not allowed. Any agreement to let must take into account the nature of the activity proposed. Priority shall be given to groups whose activities will benefit the children of the school.

This policy is reviewed on a regular basis by the Resources Committee and in consultation with the Local Education Authority.

Hiring rates legislation requires that any costs of hiring premises which are charged to the school's delegated budget must be repaid to that budget from income received, for example costs of electricity, heating and payments to members of staff, before allocating income to anything else. The surplus will be available for use by the Head Teacher.

Terms of Lettings

Applications should be made using the Application to hire form – Appendix 1, by signing this application hirers agree to the terms and conditions of hire Lettings are provisionally confirmed once the school has issued a Hire of Premises letter and payment schedule - Appendix 2 and are confirmed when BACS payment has been received. All hirers during COVID 19 must also submit a COVID risk assessment and agree to the additional housekeeping requirements in – Appendix 3.

1.1 Deposit

A non-returnable deposit shall be paid when the application to hire is made; the balance to be paid no later than four weeks before the date of the hiring. If the hiring is in the school holidays then the deposit and balance must be paid two weeks before the end of term.

A separate and returnable £250 deposit has to be put up, as surety against:

- complaints from neighbours about noise from our school;
- damage to the fabric of the school;
- loss of any items belonging to the school;
- exceeding the hours for which the hiring was booked;
- not leaving the rooms in the condition in which they were found;
- failure to clear up properly; and as surety against failure to vacate the premises by the agreed time.

Please note, deposits are only returnable after one week of the hiring taking place. If the hiring takes place in the holiday, then the deposit may not be returned until the beginning of the subsequent school term.

1.2 **Payment**

Bookings and payment fees for one off lettings must be made at least 14 days in advance by BACS transfer in line with the hirer's payment schedule. Block bookings must be paid in advance each half term in line with the hire's payment schedule. • On receipt of payment, hirers will be given a receipt.

1.3 **Sub-lets prohibited**

The Hirer shall not sub-let the premises to another person or organisation.

1.4 **Force majeure**

The school, Head Teacher or Governors shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is

- beyond their reasonable control,
- materially affects the performance of any of its obligations under this agreement, and
- could not reasonably have been foreseen or provided against.

1.5 **Cancellation**

1.5.1 Occasional bookings of under a term in length: the hirer to give at least ten days' notice of a cancellation per booking.

1.5.2 Block-bookings of a term or longer: at least two months' notice of cancellation to be given by the hirer or Governors per booking. Shorter periods of notice may be mutually agreed.

1.5.3 If the Head Teacher consider it likely that any one of these conditions will not be complied with by the hirer, the Head Teacher may terminate the hiring forthwith by written notice to the hirer.

1.5.4 If during the period of a hiring, the Head Teacher or any other authorised member of staff who may be present is of the opinion that any of these conditions have not been complied with or that disorder, damage to property or an illegal act has taken place or is threatened, that person may summarily terminate the hiring by oral notice to the hirer, or (in his/her absence) to any other person or persons apparently in control of the proceedings, whereupon the premises shall be vacated forthwith.

1.5.5 In the event of the hiring being cancelled under either (1.5.3) or (1.5.4) above the Governors shall be under no liability to refund any payment made for the hiring or to compensate the hirer or any other person for any loss or damage sustained in consequence of the cancellation.

1.5.6 With the exception of (1.5.1) and (1.5.2), any cancellation of a booking will incur costs as follows: For an occasional booking (under a term); less than 2 weeks' notice of cancellation the full amount will be due.

For a block booking (a term or more); Less than 4 weeks' notice of a cancellation the full amount will be due, per cancelled booking. 4 to 6 weeks' notice of a cancellation half the charge will be due, per cancelled booking. 6 to 8 weeks' notice of a cancellation a quarter of the charge will be due, per cancelled booking.

1.5.7 If a government lockdown prevents the hire going ahead, the cost of the hire will be credited to your account to use against future bookings.

Conditions

2.1 Times

The Head Teacher will have the authority to enter into agreements to let school premises between 6pm and 10pm Monday to Friday in term time and between 9am and 5.00pm on Saturdays, Sundays, Bank Holidays and school holidays. The hire time includes setting up and packing away.

2.2 Capacity and access

The hirer must provide the school the estimated of the number of people expected and may not exceed this number by more than 10%. The maximum number of people allowed for any letting is 100.

The area of letting is restricted to the room or area specified on the letting agreement, plus allocated toilet facilities. Access to any other part of the building or grounds is strictly prohibited.

2.3 Hire Charges from June 2024

Area	Charges	
Monday – Thursday 6pm-10pm	Space	Premises costs
Lower Hall (<i>No equipment hire</i>) (<i>with use of toilet facilities</i>)	£30 per hour	£25 per day
<ul style="list-style-type: none"> • Midweek & Term Time only • Minimum 2 hour booking • Saturday, Sunday, Bank Holiday and school holidays must be booked separately - charge above rates + £20 per hour and Premises costs above rates + £10 per day. • Set up/ clear up time to be included to hire times. Hourly charges only (not part hours) • Payable monthly in advance. Rates and T&C reviewed annually • Subject to approval and restrictions in COVID 19 risk assessment October 2021. 		

2.4 Payment

A returnable £250 deposit has to be put up, as surety against:

- complaints from neighbours about noise from our school;
- damage to the fabric of the school;
- loss of any items belonging to the school;
- exceeding the hours for which the hiring was booked;
- not leaving the rooms in the condition in which they were found;
- failure to clear up properly; and as surety against failure to vacate the premises by the agreed time.

Please note, deposits are only returnable one week after the end of the hire period. If the hiring takes place in the holiday, then the deposit will not be returned until the beginning of the subsequent school term.

2.4 Use of the Kitchen

If the dining room is hired the kitchen may only be used for the cold food preparation. Kitchen facilities may not be used for the preparation of hot food under any circumstances.

2.5 Hirer's Apparatus and Equipment

The hirer may only bring any apparatus or equipment onto the premises by prior arrangement. The hirer shall ensure that such apparatus or equipment is removed. Any property not so removed may be removed by the school at the hirer's risk. The cost of such removal, together with any storage charges incurred shall be recoverable from the hirer.

Regular storage facilities may be available to the hirer at a pre agreed charge and only when part of the letting agreement.

No advertisements, emblems or slogans shall be displayed inside or outside the school premises without the prior written permission in the lettings agreement.

2.6 School Apparatus and Equipment

Lettings refer to the rooms or outdoor space and do not include use of any school equipment. The Head Teacher retains absolute discretion as to whether the use of any school equipment will be added to a letting agreement, the terms of use and the rate of additional charges which will be applied to the contract. Any let which includes the hire of such equipment may also be subject to an additional or greater deposit.

2.7 Damage

Any damage to the premises or its contents by the hirer must be reported on the day of hire to the Premises Manager or person from the school supervising the letting. This must be followed by a written report on the damage caused.

- 2.8 **Additional Charges**
Additional costs will be payable if the premises or equipment are damaged or not restored to the condition in which they were originally let or when hirer's equipment is left behind. This additional cost will be deducted from the deposit in the first instance, with any additional sum being notified to the hirer and payable within 7 days of such notification.
- 2.9 **Right of Entry**
The Head Teacher, Governors, Premises Manager and Business Manager shall have right of entry to the premises during the letting.
- 2.10 **Car Parking**
Car parking is not available at the school.
- 2.11 **Animals**
No pets or animals allowed on school premises.
- 2.12 **Smoking, Drugs and Alcohol are strictly prohibited**
- Smoking is not allowed in school buildings or within school grounds.
 - The consumption of alcohol is not allowed in school buildings or within school grounds under any circumstances.
 - If a member of the hire party is deemed to be under the influence of drugs or exhibiting drunken behaviour or is verbally or physically aggressive, they will be asked to leave the premises. If they refuse, the police will be called. Any such behaviour will result in an immediate review of the lettings contract.
- 2.12 **Instructions**
The hirer must comply with any instructions given by the Premises Manager, Site Supervisor or the Business Manager.

Insurance

The Hirer and all others attending do so at their own risk.

- 3.1 The school shall not be responsible for any loss or damage caused to the Hirer or any other person as a result of:
- Failure or defect or want of repair in any of the fixtures, fittings, furniture, equipment or appliances at the school
 - Failure or defect or want of repair in the premises or the means of access to the premises
 - Failure or interruption in the supply of water, gas or electricity
 - Theft or malicious or accidental damage to or loss of any property of any person taken from or left at the premises
- 3.2 The hirer must arrange public liability insurance:-
- to protect the hirer against third party claims for loss, damage, injury or death arising out of the use of the premises for not less than £2 million, and
 - to provide an indemnity cover in respect of damage to the premises hired for not less than £2 million where such damage can be attributed to the negligence of the hirer or his/her employees or agents;

- Indemnity should be extended to include the governing body of the school;

3.3 The hirer shall indemnify the Governing Body of the school against:-

- all claims, loss, damage or injury which may be brought against or suffered by the Governing Body arising from or in consequence of their hiring of the school premises or equipment;
- the cost of reinstating or replacing any part of the premises or any property which shall be damaged, destroyed or removed during the period of the hiring of the premises;

A copy of the public liability insurance must be provided before the first date of hire.

Licences and Copyright

The hirer is responsible for obtaining all necessary licences and copyright consent and must provide proof of a licence and copyright consent 48 hours before the hiring.

Licences are required by the local authority and are usually required for entertainment advertised to the general public, whether on payment or otherwise. Licences may be required when playing live or recorded music.

Licences are not required for bazaars, jumble sales, car-boot sales, bingo or private parties.

Copyright consent may be obtained from the Performing Rights Society: 020 7580 5544.

Health and Safety

The Hirer must have due regard for fire safety. This policy should be read in conjunction with the Health and Safety Policy and Wandsworth Borough Council's Safety Regulations.

Risk Assessment

All hirers must submit a risk assessment for the activities which will take place during the hire taking into consideration the environment. The risk assessment must be provided to the school in advance of the first hire date.

Evacuation

The Hirer is responsible for ensuring that all people using the school premises are aware of emergency exits and that the fire escapes are not blocked or impeded.

First Aid

The Hirer is responsible for providing a First Aid kit and ensuring First Aid training for supervising personnel as necessary.

Safeguarding children and vulnerable adults

Hirers working with children or vulnerable adults must

- have a child protection and safeguarding policy
- identify a lead person in safeguarding

- ensure teachers and coaches are properly qualified and registered to the appropriate awarding body
- ensure teachers and coaches hold a satisfactory enhanced DBS and check

The hirer must take appropriate steps to ensure that all children and vulnerable adults associated with the letting are properly safeguarded in line with current legislation and guidance. In the case of lettings which involve children and vulnerable adults, the hirer must have in place a suitable safeguarding policy. The hirer has sole responsibility for the safeguarding of the children and vulnerable adults associated with the letting. A copy of the hirer's current safeguarding policy should be provided to the school on commencement of a letting.

Appendices

Appendix 1 Application to hire

This form must be completed by someone aged 21 or over who will be responsible for the payment of the charges for the use of the accommodation and facilities and who will give the indemnity required. This application must be forwarded to the Business Manager premises@falconbrook.net.

APPLICATION TO HIRE	
1. Applicant Name:	
Name	
Position	
Organisation	
Address	
Post Code	
Telephone	
Email	
Website	
2. Person responsible for payment:	
Name	
Position	
Post Code	
Telephone	
Email	
3. Purpose of Hiring:	
Purpose	
Number of people	
4. Details of Hirer's Public Liability Insurers Name and Policy Number:	
Insurance Company	
Policy Number	
Please provide your Insurance certificate with this form.	
5 Accommodation Required	

Rooms	
Date or Date range Always excludes school holidays	
Day of week	
Recurrence	
Start time	
End time	
5 Special Requests	
<p>On behalf of the organisation/ person described in (1), whose authority I have to bind them by signing this application, I do hereby agree to indemnify Falconbrook Primary School against any liability whatsoever which may arise out of the hire of premises to me. I/We* also confirm that the appropriate insurance is in place in accordance with the Conditions of Hire.</p>	
Signed	Name
Date	

Appendix 2 Lettings Agreement and Payment Schedule



Falconbrook Primary School

LETTINGS AGREEMENT

Agreement between **Falconbrook Primary School**, Wye Street, London SW11 2LX
 Telephone 02074 228 7706 Email admin@falconbrook.net

and

Organisation	
Address	
Post Code	
Telephone	
Email	

2. Person responsible for payment:

Name	
Position	
Post Code	
Telephone	
Email	

3. Purpose of Hiring:

Purpose	
Number of people	

4. Details of Hirer's Public Liability Insurers Name and Policy Number:

Insurance Company	
Policy Number	

5 Accommodation Required

Rooms	
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Date or Date range Always excludes school holidays	
Day of week	
Recurrence	
Start time	
End time	
5 Special Requests	
6. Payment Schedule	
<p>Payment Schedule</p> <p>£250 Returnable deposit due by return</p> <p>X weeks @ xx = xx</p> <p>Payable by xx</p> <p>Payment strictly by BACs</p> <p>Insert Bank Details</p>	
<p>On behalf of xxxxxxxx whose authority I have to bind them by signing this application, I do hereby agree to indemnify Falconbrook Primary School against any liability whatsoever which may arise out of the hire of premises to me. I/We* also confirm that the appropriate insurance is in place in accordance with the Conditions of Hire.</p>	
Signed	Name
Date	Position
Signed	Name Stella Smith
Date	Position Head Teacher

