



# Lettings Policy

September 2023

Agreed: September 2023

Review Term: Autumn 2023

## Introduction

The Governing Body of Fielding Primary regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them 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. Where there is a conflict between a letting and a school event, the school event will always take priority

The school's delegated budget (which is provided for the education of its pupils) will not be used to subsidise any lettings by 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 (buildings 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 ‘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.

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.

School Premises can be considered for short-term or long-term lets.

### Charges for a Letting

The Governing Body – may be delegated to the Resources & Finance Committee and ratified by the Governing Body - is responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following:

- Deposit which will be refunded in full or part once premises have been inspected following the event
- 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

The specific charge levied will be reviewed annually by the Governing Body or by the Finance & Resources Committee, during the spring term for implementation from the beginning of the next financial year, with effect from 1st April of that year. Current charges will be provided in advance of any letting being agreed.

## Timings of Lettings,

The facilities will be available for hire all year round at the following times:

Internal:

- Mon – Fri: 6:30pm – 9.30pm
- Sat-Sun, 10am-6pm

External:

- Mon – Fri: 6:30pm – 8.00pm
- Sat-Sun, 10am-6pm
- Public holidays, 10am-6pm

Availability can be found at <https://fieldingprimary.skedda.com/booking>

## Management and Administration of Lettings

The Head teacher is responsible for the management of lettings, in accordance with the Governing Body's policy. Where appropriate, the Head teacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

The Governing Body reserve the right to refuse an application and no letting is deemed booked until approval has been received in writing by the applicant / organisation

No public announcement of any activity or function taking place may be made by the organisation concerned until the booking has been confirmed by the school, in writing.

Our Community Use Agreement sets out the organisational and administrative arrangements for our external facilities. This is a condition of our planning consent.

## The Administrative Process

Individuals or organisations seeking to hire the school premises should make their application via <https://fieldingprimary.skedda.com/booking>. No letting should be regarded as “booked” until approval has been received via email. 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 Hirer will receive a confirmation email. The Hire may collect the ‘Lettings Pack’ and sign the agreement from school on the day of the letting (weekdays) and up to the Friday before the let (weekends). **A refundable cash deposit of £100 will be requested when the pack is collected.**

On the booking The hirer should be a named individual and the agreement should be in their name, stating their organisation.

All lettings fees which are received by the school will be paid into the school's individual bank account, in order to offset the costs of services, staffing 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.

## Long term Lets

A long term let is a repeated booking of a facility for at least one school term. To make a long-term booking initial enquires should be made by email to [admin@fielding.ealing.sch.uk](mailto:admin@fielding.ealing.sch.uk). Invoices for long-term lets will be issued each term. Every invoice must be paid within 10 days of the date of issue by BACS transfer directly into the school's bank account or by cheque.

## Terms and Conditions of Letting:

All terms and conditions set out below must be adhered to. The "Hirer" shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

### Status of the Hirer

Lettings will not be made to persons under the age of 21, or to any organisation or group with an unlawful or extremist background. The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

### Safeguarding

It is the Hirers responsibility to ensure that all safeguarding checks, including proof of identification and an enhanced DBS check are carried out on any adults that may come into unsupervised contact with children. The Hirer should provide written confirmation that these check have been completed. All Hirers must meet the expectations required in 'After-school clubs, community activities, and tuition' guidance provided by the DfE. In addition, the safeguarding and child protection checklist on pages 11-12 in the guidance, must be returned to school.

In the event of an incident, the school will follow its own safeguarding policy, including informing the LADO.

### Priority of Use

The Headteacher will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

### Attendance

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.

### Behaviour

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

### Public Safety

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the Hirer must adhere to the correct adult/pupil ratios at all times.

The following must also be applied:

- There may be no obstructions in hallways or exits. Emergency exits must be clear at all times
- Fire-fighting apparatus shall be kept in its proper place and only be used for the intended purpose
- The fire brigade will be called out to any outbreak of fire and reported to the Head teacher
- The hirer will be responsible for ensuring they are familiar with the procedure for evacuation, the escape routes, assembly points and be familiar with the equipment available for fighting fires
- The hirer is responsible for communicating the above to all attendees of the hire

- Performances involving danger to anyone are not permitted
- Flammable substances may not be brought on to the premises
- No unauthorised heating appliances may be brought on to the premises
- Any electrical equipment brought onto the site shall be subject to regular PAT testing and certification provided as evidence. Any use of electrical equipment must be declared. The Governing Body disclaim any responsibility for claims and costs arising out of or in any way relating to such equipment

### Own Risk

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

If during the hiring any faults or damages to equipment are encountered, these must be reported immediately to the Facilities Manager, who will verify and report to the Head teacher.

No part of the premises may be used other than those specified in the hire request. The Governing Body will charge any violation of this to the refundable deposit.

No part of the premises may be used for any unlawful purpose or in any unlawful way

### Damage, Loss or Injury

Commercial Hirers warrant to the Governing Body that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. All hirers, whether individual or members of an affiliated organisation that are holding functions open to the general public. e.g. classes or clubs must obtain public liability insurance for their letting. This should have a limit of indemnity of a least £5,000,000 for any one accident and should be obtained from a reputable insurance company. This should be shown and recorded at the time of collection of 'Lettings pack' Neither the school, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

For private Hires, for example for a birthday party, public liability insurance is not required by us. Our insurance policy includes cover to individuals and organisations in respect of damage to the school property arising from the hire of premises, for which the individual or organisation is held legally responsible under the terms of the hiring agreement. However, our insurance policy does not cover anyone contracted by the Hirer to attend the function, e.g. part entertainers.

### Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

No substance may be applied to flooring to prepare them for dancing or other activities associated with the hire.

No footwear that damages the flooring may be worn. Blue-tac should not be used on the walls.

### School Equipment

Only equipment listed in the venue description, see [www.fieldingprimary.com/spaces/](http://www.fieldingprimary.com/spaces/), can be used. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

### Car Parking Facilities

These may be used by the Hirer and other adults involved in the letting. The school will not be responsible for damage to cars or any other property and cars may not block access to the school or roadways. Emergency services must have unobstructed access.

### Toilet Facilities

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

## First Aid Facilities

It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the school's resources is not available.

## Food and Drink

Food and drink can only be prepared in the kitchen area of the School House. Food may be served in other indoor spaces and outside deck. Food may not be consumed in other outside areas. All litter must be placed in the bins provided. Bin bags should be deposited in the large bins outside on vacating the premises.

## Alcohol

No intoxicants or alcohol of any type shall be brought on to or consumed on the premises.

## Smoking

The whole of the school premises is a non-smoking area, and smoking is not permitted.

## Helium balloons

No helium filled balloons are allowed on site.

## Copyright or Performing Rights

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Local Authority against all sums of money which the LA may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

## Sub-letting

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

## Fees

Hire charges are reviewed annually and the current charges can be found at [www.fieldingprimary.com/fees-booking/](http://www.fieldingprimary.com/fees-booking/)

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Governing Body on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days' notice either way is given.

## Security

Hirer's will be provided with a 'Lettings Pack'. This will include details on how to access and keep the site secure. It is the Hirers responsibility to ensure site security and to only grant access to those who are attending their event. Both the pedestrian and vehicle gates should remain closed at all times and only opened via the video-phone entry system. In the event that the site is not kept secure or authorised persons are granted access, the Hirer's cash deposit will be retained.

## Right of Access

The Governing Body reserves the right of access to the premises during any letting. The Head teacher or members of the Governing Body from the Finance & Resources Committee may monitor activities from time to time.

## Conclusion of the Letting

The Hirer shall, at the end of the hire period, leave the venue in a reasonably tidy condition, all equipment being returned to the correct place of storage. A small cleaning kit for this purpose will be supplied. If this condition is not adhered to, an additional cost may be charged and/or the deposit retained.

When booking a venue, the Hirer must ensure they have booked enough time to allow set up before and tidy and clean after their event. Bin bags should be deposited in the large bins outside on vacating the premises

## Local Community

All persons on the school site must respect the need to keep noise to a minimum for local residents. This applies to arrival and departure as well as the time spent on site

All persons on site must be mindful of the school standing and reputation in the local community and may not do anything to jeopardise this.

#### Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. In the event of an emergency, occupants must leave the school by the nearest exit and assemble at the fire evacuation point. The Hirer must have immediate access to participants' emergency contact details. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

#### Promotional Literature/Newsletters

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Head teacher 14 days prior to distribution by the Hirer.

#### Complaints

Any complaints arising from a hire agreement will be dealt with using the school's complaints procedure. A copy is available by email or from the school website

# Lettings Agreement



**The health & safety and safeguarding of those present is the responsibility of those 'in charge' of a let, not of the Head Teacher and/or Governing Body of the school.**

## Hirer to complete:

- I undertake and agree with the Governing Body of Fielding Primary School to perform and observe the regulations and conditions set out in the school's Lettings Policy.
- I agree to indemnify the Governing body of Fielding Primary School & Ealing Council from and against all loss, damage, costs, claims, demands, expenses or charges which the School or Council may sustain or incur in respect of any matter arising out of the use of the accommodation or the conditions relating thereto and pay the School or Council on demand all such sums as may be payable by reason of indemnity.
- I confirm that I am over 21 years of age.
- If I have hired a third party organisation that all relevant safeguarding checks have been completed.
- I confirm that if I am hiring the premises for commercial purposes I have appropriate public liability insurance for this event of £5,000,000.
- I confirm that I have received a Lettings Pack, including details of site security and an entry fob.
- I confirm I will meet the expectations required in 'After-school clubs, community activated and tuition' safeguarding guidance, and understand the school will follow its own safeguarding policy in the event of an incident.

## Hirer to complete:

Name:	
Telephone:	
Address:	
Safeguarding checklist returned (n/a if hiring premises for adult use)	
Signature:	
Date:	

## School to complete:

Staff member:	
Deposit received:	
Insurance certificate:	
Key/fob provided:	

Signature:	
Date:	

## Return Form



### On return:

Premises checked:	
Deposit returned:	
School – signature:	
Hirer – signature:	
Date:	