



LETTINGS POLICY

Member of staff responsible: Lorraine Shaw

Adopted by Governors on: October 2021

Next Review Date: October 2022

Review Cycle: Annually

INTRODUCTION

The Governing Body of Bush Hill Park Primary School believes that its premises are a valuable community resource and welcomes the opportunity to maximise the potential of the building and grounds for the benefit of the local community.

Its facilities will therefore be made available to local groups when this does not conflict with either the interests of its pupils, its aims and vision, the work of its staff or the service provision for families and young children.

The use of our school premises is at all times under the control of the Governing Body and the Headteacher of the school.

DEFINITION OF A LETTING

A letting is defined as the hire and use of school premises during school hours, evenings, weekends, and school holidays by parties other than the school or its partners.

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

- Governing body meetings.
- Extracurricular activities for pupils organised by the school.
- School performances.
- Parents' meetings.
- Meetings of Friends of Bush Hill Park (PTA).
- Meetings held by Enfield Town School Partnership (Townies) events, meetings or training.

LETTING POLICY AIMS

All lettings must fit in with the values of our school and this policy aims to ensure:

- The school premises and facilities are effectively coordinated and managed.
- Use of the school premises are promoted to the wider community, local groups and businesses.
- The school becomes a community hub for local charities, faith groups and organisations which promote and encourage the health and wellbeing of families in the local area.
- It provides a clear statement of charges and areas available for hire including the school halls, Annexe Kitchen, classrooms, playing field, Training Room, Media Room, playgrounds, and the Studio.
- Priority is given to providing a range of activities for children and young people outside of school hours.

PRIORITY FOR LETTINGS

The Governing Body is mindful of the needs in the local area and will as much as possible give priority to:

- Approved community providers of services for children, young people and local families in need.
- Educational and recreational activities open to school pupils and their families.
- Activities organised by local community groups for the benefit of the local community.
- People living and operating a business in the local community.
- Voluntary organisations.
- Women's groups, and in particular, those providing safety, exercise and health services.
- Groups providing services for those with a disability.
- Low income groups.

CHARGES AND VAT

The Governing Body and Headteacher are responsible for agreeing charges (see Appendix 3) for any school premises lettings.

For the purpose of charging, the Headteacher is empowered to determine which group any particular individual or organisation belongs to, and is able to offer any discounts or agree a subsidy for any lettings, as deemed appropriate, based on the purpose of the letting.

The minimum hire period will be one hour and value added tax will be added to transactions where this is legally appropriate.

Charges made will include and consider examples of the following:

- Costs for Site Management, including cleaning, security and safety checks, opening and locking up duties.
- Commercial rates for organisations at cost plus an income margin.
- Reasonable rates for groups and organisations which offer community activities or services, at cost plus a small margin as deemed appropriate.

ADMINISTRATION OF VENUE HIRE

The Governing Body has delegated responsibility for lettings to the Headteacher in accordance with this policy. Where appropriate, the Headteacher may delegate all or part of this responsibility, including security, bookings, invoicing and health and safety issues to the School Business Manager, whilst still retaining overall responsibility for the lettings process. This also includes where an agent or third party is used to administer and arrange lets and hires, with the school maintaining overall decision-making power over who and when a let can take place, and the agent adhering to the aims of this policy.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, she will consult with the Chair of the Governors.

The School Business Manager should ensure that the terms and conditions of hire (see Appendix 1) for lettings is fulfilled.

HIRE OF KITCHEN FACILITIES

A hire application which includes the use of the kitchen in the annexe for food storage, production, assembly or service should be discussed in detail with the school prior to the letting being approved, to determine specific details of the areas and equipment the hirer is permitted and not permitted to use.

All areas of the kitchen should be cleaned and left tidy after use, however it is up to the school's discretion to request that their staff conduct another clean prior to commencing with normal food handling activities or hire, at an additional cost to the hirer.

LETTINGS APPLICATION CONSIDERATIONS

The Headteacher, on behalf of the Governing Body, has the right to refuse an application, and no booking can be confirmed or deemed confirmed until explicit approval has been given in writing by the School Business Manager, a hire agreement signed, the correct insurance and safeguarding documentation presented by the hirer and the required payment received.

The school reserves the right to take up appropriate references concerning hirers prior to approving a hire agreement.

Applications will be decided with consideration to the:

- Priorities for lettings agreed by Governors.
- Suitability of the hire.
- Availability of facilities and staffing.
- School's equal opportunities, health and safety and child protection and safeguarding policies.
- Health and safety considerations, including the number of users, type of activity and qualifications of instructors, as relevant.

Applications which the Governing Body do not believe adhere to the school's Prevent, Safeguarding or Equal Opportunities policies or believe to be at odds with the school's ethos, will not be considered, at their discretion. The school does not have to provide a reason for applications which have been declined.

The Headteacher and the Chair of Governors have the power to terminate any hire agreement relating to the hire of the school premises.

Any complaints will be dealt with in the first instance by the School Business Manager and if no resolution is forthcoming, referred to the Headteacher and/or Chair of Governors as appropriate for consideration and attention.

HEALTH AND SAFETY

It is the responsibility of the hirer to ensure the safety of all those making use of the building and the safety of members of the public who may have cause to come onto the premises. The hirer or their representative on site will be responsible for compliance with the Health and Safety Act and the school's Health and Safety Policy in force at the time of the hire.

It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising staff.

All participants engaged in the organisation's activities must be aware of the procedure for vacating the premises in the case of an emergency such as a fire and the nearest assembly point. Any arrangements (e.g. alarms, maximum numbers) arising from the assessment should be communicated to all users of the premises as appropriate. There must be clear procedure for the hirer to summon emergency services when required with access to either an open telephone landline or fully charged mobile phone.

A register of all those attending the activities, for which the hirer is responsible, should be kept particularly in the case of an emergency. The hirer must understand the school's evacuation procedures in the event of an emergency and be aware of fire exits and the assembly point.

POLICY REVIEW

The Resources Committee will review this policy and charges annually.

Chair of Resources Committee

Headteacher

Signed: _____

Signed: _____

Name: _____

Name: _____

Date: _____

Date: _____

Appendix 1 - Terms and conditions of hire

1. Application for hire

- 1.1. Hirers must apply on the venue hire booking form provided, be given a copy of the Lettings Policy, and must sign to confirm that they have read and agreed to these terms and conditions.
- 1.2. A letting will only be confirmed on receipt of the completed booking form and a copy of proof of relevant public liability insurance, proof of DBS certificates in the case of groups with young people or vulnerable adults attending, or any other document/s reasonably requested.

2. Payment and hire periods

- 2.1. A deposit may be requested for certain venue hire.
- 2.2. Payment of the appropriate charges will be made on demand.
- 2.3. Payment for all ongoing lettings shall be paid termly in arrears or as otherwise agreed in writing between the school and the hirer/user.
- 2.4. Standard rate VAT may be payable.
- 2.5. All users must be covered by insurance. If the hirer's public liability insurance cover is less than £5,000,000, hirer's will be charged an additional percentage of the entire letting costs.
- 2.6. The governors reserve the right to charge an additional amount for use of school equipment or for heating or lighting overheads.
- 2.7. The minimum hire period for all hires will be 1 hour per letting session over a minimum of 5 continuous weeks in the case of ongoing hires.

3. Cancellation

- 3.1. Cancellation of a booking must be made by at least two weeks' notice in writing addressed to the School Business Manager.
- 3.2. If less than 14 days' notice of cancellation is provided prior to a booking, a charge of 50 per cent of the booking value will be incurred.
- 3.3. Failing to attend on the day will incur a charge of 100% of the booking fee.
- 3.4. Any deposit paid may be refunded at the discretion of the Governing Body.
- 3.5. For block bookings (of a term or longer) the hirer must give at least two months' notice of cancellation. In the event of the hiring being cancelled with undue notice, the Governors shall be under no liability to refund any payment made for hiring or to compensate the hirer or any other person for any loss or damage sustained in consequence of the cancellation.

4. Property hired

- 4.1. Hirers will have access only to the particular parts of the school premises let to them, including where it is practicable the use of toilet facilities. In no circumstances is access permitted to any other part of the premises or unauthorised use made of any outside play areas.
- 4.2. Seating accommodation in the room booked may be used, but the hirer must make their own arrangements for any additional chairs, tables etc. required for the letting, and removing them before the school re-opens on the following day.

5. Stage, piano and recording equipment

- 5.1 No additional staging, scenery, piano or similar heavy article and no equipment for the reproduction of music or other sound shall be erected or brought onto the school premises without the previous consent in writing of the School Business Manager. Any such alterations or additions as may be authorised shall be carried out in accordance with the direction of the school to their satisfaction, and shall be reinstated forthwith at the expense of the hirer to the like satisfaction. Any such equipment brought onto the school premises shall be, or shall be rendered, non-flammable.
- 5.2 Stage scenery and other effects must neither be brought onto the school premises nor taken away while the school is in session except with the express permission of the school.
- 5.3 In all cases, except where express permission in writing has been granted by the school, the use

or movement of school piano and any other musical instruments are strictly prohibited.

6. Site Manager

6.1. If required to be in attendance, the Site Manager will give reasonable assistance, within the terms of their employment, to hirers. If the hirer provides additional personnel to prepare for a letting, these personnel shall be subject to the direction and control of the Site Manager.

7. Cleaning and care of school premises

- 7.1. The premises will be left clean and in good order and vacated not later than the time booked. The hirer shall reimburse any costs incurred by the school in cleaning the premises after the hiring necessary to ensure the premises are sufficiently clean for normal use by the school.
- 7.2. The hirer shall be responsible for ensuring the cleaning up and safe disposal of any rubbish, unused or waste food, broken glass etc. as a result of the letting.
- 7.3. The hirer shall pay to the school the cost of repair or replacement resulting from any loss or damage arising from the hiring, however caused or of whatever nature to the school premises and all the equipment or property thereon. Hirers shall ensure they have a policy of insurance to cover such liability up to at least £5,000,000 and shall produce the policy to the School Business Manager and governors on demand.
- 7.4. No preparations are to be applied to the floor and if damage to the floor takes place during the period of hire, the full cost of the repair or replacement of the flooring (carpeting, matting, laminate, vinyl, etc) must be provided in full.

8. Licenses and copyright

- 8.1. No intoxicating liquor will be brought on to or consumed on the premises except as a function organised by a body or bodies which the school shall have approved. Where a licence for the sale of intoxicating liquor is necessary for a function the responsibility for obtaining such a licence is solely the hirer.
- 8.2. In the case of lettings for music, singing, dancing or stage plays, the entertainment must be for a closed organisation such as a society or club or by invitation only.
- 8.3. All other entertainments are classified as public entertainments, in which case there exists a statutory requirement that the school must be properly licensed. However, most school premises do not conform to the regulations governing the issue of licences for public entertainments so that they cannot normally be used for this purpose. Any proposals to use a school for public entertainment must be discussed carefully with the school.
- 8.4. There must be no infringement of copyright and in the case of musical entertainment the requirements of the Performing Right Society must be fulfilled.
- 8.5. Before approving any letting for the exhibition of pictures involving the use of films or television, enquiries should be made to the appropriate organisation as to whether the exhibition is exempted from, or requires, a license under the provision of the Cinemas Act 1985 or any statutory modifications thereof.
- 8.6. The hirer is responsible for obtaining all necessary licences and copyright consents. The Governors are entitled to require proof of a licence and copyright consent 48 hours before the hiring.
- 8.7. Licences are not required for:
 - Bazaars, jumble sales, car-boot sales, bingo, whist-drives etc where the proceeds are for the school;
 - Wedding receptions, private parties.

9. Sub-letting

9.1. A hirer must not sub-let to another party unless otherwise expressly agreed in writing from the School Business Manager.

10. Smoking and illegal drugs

- 10.1. The school operates a no smoking policy throughout its premises and this must be adhered to at all times.
- 10.2. Breach of the law in relation to no smoking in an enclosed public space is a criminal offence and will be reported for prosecution.
- 10.3. Illegal drugs must not be brought onto or consumed on the school premises.

11. Car parking and traffic management

- 11.1. The school expects all hirers to ensure that all users of the premises are considerate to the school's neighbours in parking on and around the school premises.
- 11.2. Cars must not be parked so as to cause an obstruction at the entrance to or exits from the school. The hirer must ensure that access to the school by emergency and service vehicles is not obstructed or delayed. The hirer is liable to pay for any costs incurred in the removal of any obstruction.
- 11.3. The school accepts no responsibility for loss of property, damage to cars or injury incurred by the use of the school car park for the purpose of lettings.

12. Disputes and revocation

- 12.1. Any dispute on the use of school facilities or school equipment out of normal hours shall be settled by the School Business Manager or Headteacher.
- 12.2. The Headteacher reserves the right to revoke without notice any contract for the hire of school premises.
- 12.3. The Headteacher reserves the right to withdraw, without notice, permission to use school playing fields when such playing fields are unfit for use.

13. Safeguarding

- 13.1. When a third party hires the school premises outside of school hours, the responsibility for ensuring that safeguarding measures are in place rests with the third party and not the school.
- 13.2. The school is committed to safeguarding and promoting the welfare of children and young people and expects hirers and their representatives to share this commitment.
- 13.3. The governors require that for all hiring agreements involving groups working with children and vulnerable adults, appropriate levels of disclosure is provided by the third party hirer from the Disclosure & Barring Service (DBS) for the individuals working on school premises. Evidence will be kept on file with other booking details and information.

14. Advertising

- 13.1. The school must approve all advertising and promotional materials concerning the use of the premises before it is used in conjunction with the promotion of any activity taking place on the school grounds.

15. Emergency contact numbers

- 15.1. The hirer must provide the site with two emergency contact names and their numbers.

16. Alcohol

- 16.1. Alcohol must not be consumed on the school premises without written permission from the Headteacher, providing the necessary licences are sought and confirmed for the premises for the hire dates required.
- 16.2. See condition 8.1 for more information.

17. Liability

- 17.1. The Governors shall not be liable for any incidents related to child safeguarding during the agreed let, nor for any loss or damage caused to the hirer or to any other person as a result of:
 - Any failure or defect or want of repair in any of the fixtures, fittings, furniture, equipment or

appliances belonging to the school or LA at the school; or

- Any failure or interruption in the supply of water, gas or electricity to the accommodation; or any defect or want or repair in the premises or in the means of access to the premises; or
- Any theft or malicious or accidental damage to or loss of any property of any person taken or left at the premises.

18. Right of entry

18.1. The Governors, the Headteacher, Leadership Team and others appointed by the Governors, shall have right of entry to the premises at any time during the hiring.

19. Children's After-School and Holiday Club activities

19.1. There should be a minimum of two responsible adults present at a ratio of one adult to 10 children.

19.2. The children should not be left unsupervised at any time.

19.3. The children must all be collected at the end of the session. If any parents or carers are late in collecting their children, it is the responsibility of the leader of the session to contact them. If this is not possible they must contact a member of the school staff for help if applicable, but it is the responsibility of the hirer to ensure children are picked up by their parent or carer or other named responsible adult stipulated by the parent or carer.

19.4. No child should be left in school unaccompanied.

19.5. An arrangement for collection must be made.

19.6. Only the areas requested in the application form are to be used during the hire.

19.7. A risk assessment must be submitted for club activities on the school site before a let is agreed.

20. Advertisements

20.1. No advertisements, emblems or slogans shall be displayed outside the school premises without the prior written permission of the governors.

20.2. The hirer shall remove from inside the premises any advertisement, emblem or slogan if, in the opinion of the Governors, it is unlawful, unseemly, not in keeping with the ethos of the school, likely to lead to a disturbance or expose the premises to undue risk of fire.

21. Additional conditions

20.1. The Governors reserve the right to impose additional terms and conditions to those described above as and when they consider it appropriate to do so.

Appendix 2 - Lettings booking form

Organiser's name:		
Organisation's name:		
Charity status: Y / N	Registration number:	
Invoice name and address: (Please write clearly)	Mobile:	
	Email: (Please write clearly)	
Date(s) of hire: (If a long-term hire, please state which day/s of the week is/are required, stating the first and last date)	Start time: Please ensure you include enough time to set up.	Finish time: Please ensure you include enough time to pack up.
Emergency contact 1 Name: _____ Number: _____ Emergency contact 2 Name: _____ Number: _____		
Area(s) of the school requested:		

Specific nature of use: (Film/production hire, sports club, training organisation, fitness club, charity organisation)

If entertainment/music/dancing involved will you be applying for a licence? (A copy of all licences applied for must be provided and kept on file by the school)

Please describe room layout required if applicable: (For example, how would you like tables and chairs placed?)

Do you have Public Liability Insurance? YES/NO
(A copy of your insurance must be supplied and kept on file by the school)

What amount are you covered up to?

Name of person who will be on site during the hire:

Number of attending participants:

Number of staff:

Age of participants:

IT requirements:

Equipment requirements:

Risk Assessment attached: YES / NO

COVID-19 considerations made within the risk assessment: YES / NO (Please note that the lack of reasonable COVID-19 considerations and mitigating measures will cause your application to be rejected)

Date of last risk assessment review: _____

Risk Assessment author: _____

Disclosure and Barring Service – Criminal Record Checks

Applies if your use involves children and/or vulnerable adults and is not a family occasion/event, e.g. birthday party

Name of organiser	DBS certificate no.
Name of staff/helper	DBS certificate no.
Name of staff/helper	DBS certificate no.
Name of staff/helper	DBS certificate no.
Name of staff/helper	DBS certificate no.
Name of staff/helper	DBS certificate no.
Name of staff/helper	DBS certificate no.

Completion of this form does not confirm your booking. You must supply required documents and evidence as requested and any deposit. Confirmation in writing from the school by the School Business Manager confirms your agreement and will follow after all conditions of hire and all aspects of our school **Lettings Policy** are met.

If you wish to cancel your booking, you must inform us as soon as possible. If you give less than 14 days' notice prior to your booking you will incur a charge of 50% of the booking value. If you fail to attend on the day you will be charged 100% of the fee.

By signing this agreement, you agree:

- to the above cancellation conditions;
- that you have read the Lettings Policy;
- to pay any deposits required;
- that you agree with the terms and conditions within the Lettings Policy; and
- that you have received and read the school's Child Protection and Safeguarding Policy, Health and Safety Policy.

Name:	Date:
Signature:	Position:

Appendix 3 – Community and Commercial letting rates

Facility (price per hour)	Community rate				Commercial rate			
	Mon - Fri 4.30pm - 6pm	Mon - Fri after 6pm	Weekends	Holidays	Mon - Fri 4.30pm - 6pm	Mon - Fri after 6pm	Weekends	Holidays
KS1 Annexe Hall (Seating capacity 80) - For annexe kitchen hire with annexe hall, add an additional charge of £100	£30.00	£35.00	£43.00 for the first hour and then £30 thereafter (Sat) £47.00 for the first hour and then £35 thereafter (Sun)	8am - 4pm £30.00 4pm - 8pm £35.00 6pm-8pm	£40.00	£45.00	£60.00 for first hour then £45.00 thereafter	8am - 4pm £40.00 4pm - 8pm £45.00
KS2 Ashton Hall (Seating capacity 120)	£35.00	£39.00	£46.00 for the first hour and then £35 thereafter (Sat) £50.00 for the first hour and then £39 thereafter (Sun)	8am - 4pm £35.00 4pm - 8pm £39.00 6pm-8pm)	£45.00	£50.00	£65.00 for first hour then £50.00 thereafter	8am - 4pm £45.00 4pm - 8pm £50.00
Studio (Seating capacity 30)	£22.00	£27.00	£32.00 (Sat) £38.00 (Sun)	8am - 4pm £22.00 4pm - 6pm £27.00 6pm-8pm)	£30.00	£35.00	£40.00 for first hour then £38.00 (Sat) £43.00 (Sun) thereafter	8am - 4pm £30.00 4pm - 8pm £35.00
Kitchen (Annexe) - Price on request dependent on event								
Field summer		£28.00	£35.00 8am-4pm	£35.00 8am-4pm		£40.00	£45.00 8am-4pm	£45.00 8am-4pm
Field winter		£25.00	£31.00 8am-4pm	£31.00 8am-4pm		£36.00	£41.00 8am-4pm	£41.00 8am-4pm
Training/Conference Room (Seating capacity is 22 with kitchen facilities and interactive wall screen)	£275 day rate 9am-4.30pm	£40.00 6pm - 9pm	£50 (Sat) £60.00 (Sun)	£40.00 8am-4pm	£500 day rate 9am-4.30pm	£80 6pm - 9pm	£90 (Sat) £100.00 (Sun)	£80.00 8am-4pm
Media Suite		£40.00 4.30pm -9pm	£50 (Sat) £60.00 (Sun)	£40.00 8am-4pm		£80 4.30pm - 9pm	£90 (Sat) £100.00 (Sun)	£80.00 8am-4pm

Key and further information:

- *Annual options negotiable.
- **Returnable deposit for all one-off bookings of £200-£500 depending on the nature of the booking.
- ***Lets for sporting activities are subject to VAT.
- Deposits are required in advance.
- All charges stated are per hour unless specified and subject to change each year.
- All lets are for a minimum of at least two hours.
- Film and production hire is subject to rates dependent on the size and type of production and will be set in negotiation with the production company at the discretion of the school.