

## **West Green Primary School**

## **Lettings Policy**

Reviewed on:	Feb 2024
Next Review:	Feb 2025
Staff Responsibility	SLT
Governor responsibility	FGB Committee
Signed by Chair	Tim Sparrow

## **Safeguarding Statement**

At West Green Primary School we respect and value all children and are committed to providing a caring, friendly and safe environment for all our pupils so they can learn, in a relaxed and secure atmosphere. We believe every pupil should be able to participate in all school activities in an enjoyable and safe environment and be protected from harm. This is the responsibility of every adult employed by, or invited to deliver services at West Green Primary School. We recognise our responsibility to safeguard all who access school and promote the welfare of all our pupils by protecting them from physical, sexual and emotional abuse, neglect and bullying.

## Sections

- 1 Conditions of Hire
  - 1.1 Terms & References
  - 1.2 Conditions of Hire
- 2. Hire agreement
- 3. Damage / Cleaning Deposit
- 4. Monitoring & Review
- 5. Hiring Contract
- 6. Schedule of charges

**Appendix 1:** Hire of the School Kitchen

## West Green Primary School Lettings Policy

#### 1. Conditions of Hire

#### 1.1 Terms & References

"The Owners" means the Governors of West Green Primary School and the Agent means the Administrative staff of the School, including the Premises Manager.

"The Hirer" means the person(s) signing the application form and in addition any organisation for whom they have stated in such form to be acting. The liability under the hiring agreement of such person and such organisation shall be joint and several.

#### 1.2 Conditions of Hire

- Not more than the number of persons in the acceptance of application form or stipulated in the
  acceptance shall be allowed in the School premises at any one time. (see Section 6 of Hire
  Agreement)
- Use of the School premises or the relevant part thereof and entry thereto is limited to the purposes and times stated on the application form and no Sub-letting is permitted.
- The Hirer is responsible for and shall indemnify the Owners against all damage to the School
  premises or equipment occurring during or in relation to the hiring or while persons are
  entering or leaving the school premises pursuant to the hire, however and by whosoever
  caused.
- The Owners shall not be responsible for any loss or damage to any property arising out of the hiring nor for any loss, damage or injury which may be suffered by or done or happen by any person using the School premises during or in relation to the hiring arising from any cause whatsoever or any loss due to any breakdown of machinery, failure of supply of electricity or gas, leakage of water, fire, government restriction, requirement of the local Education authority or act of God which may cause the premises to temporarily close for the hiring to be interrupted or cancelled. The Hirer shall indemnify the Owners against any claim which may arise out of the hiring or which may be made by any person reporting to the School premises during or in relation to the hiring in respect of any such loss, damage or injury, but a formal written report should be made to the Owners within 24 hours.
- The right to remain on the School premises at any time during the hiring is reserved to the Owners and the Agent and any police officer.
- The Hirer must secure the preservation of order at all times, and take all reasonable steps to
  prevent injury, loss or damage to any person or property, on all occasions on which the
  premises are being used by virtue of such permission. The hirer must arrange for an adequate
  number of responsible stewards to be present throughout the period of hire to assist in the
  preservation of order.
- No bolts, nails, screws, bits, pins, spikes or other objects shall be driven into the fabric or furnishings of any part of the School premises.

- The Hirer shall at the expiration of the hiring leave the School premises in a clean and orderly state. Where equipment and furniture had been provided, the Hirer will ensure that these are in like condition and in position as found.
- The Hirer shall ensure all property brought into the premises for the purposes of the hiring are removed before the expiration of the hiring, The Owners shall not be responsible for any property left behind and reserve the right to levy a charge whilst it is on the premises or dispose of it.
- No slogans, advertisements, flags, emblem or decorations shall be attached to the outside of the School premises whether affixed to the same or freestanding.
- The Hirer shall remove any slogan, advertisements, flag, emblem or decoration displayed inside
  the School premises if in the opinion of the Agent it shall be unlawful, unseemly or libellous or
  expose the premises to an undue risk or fire or is likely to lead to a disturbance or breach of the
  peace.
- No exits may be blocked or chairs or obstructions placed in corridors or fire appliances removed
  or tampered with. The Hirer shall ensure that users of the premises are aware of evacuation
  procedures and of the locations of emergency exits and fire-fighting equipment.
- No lights or other electrical apparatus shall be connected to the school electrical supply without
  prior permission. On permission being granted the Hirer should ensure that all are properly
  insulated and fused and electrical plugs and sockets shall not be overloaded.
- Cars can only be parked on site with prior arrangement. They must be parked in the spaces indicated and should be parked only for the duration of hire.
- The Hirer is responsible for observing regulations attached to any music and dancing licence and any theatrical productions.
- No alcohol may be consumed on the premises without prior permission from the Owners. All legal requirements regarding the sale and consumption of alcoholic liquor and the performing of plays and the exhibition of cinematography shall be observed and there shall be no infringement of any copyright subsisting under the Copyright Act of 1965. The Owners or the Agent must be furnished with proof that the provisions of the clause have been complied with 48 hours before the hiring. All legal requirements of Gaming and Lotteries legislation shall similarly be observed without infringement.
- All scenery and costume used for stage performances and the like must be fireproofed, in accordance with current legislation.
- The Hirer shall make such provision for such insurance cover as the Owners or their Agent may require, and shall pay all premiums due thereunder, and produce the policy or policies of insurance 48 hours before the time of the hiring.

- Hall: In order to protect the floor, spiked shoes or stiletto heels must not be worn on the
  premises, and Hall/PE equipment is in any case not to be used unless an adult with recognised
  qualifications for the activity proposed is personally in charge at all times.
- The Hirers of the Hall or any other part of the School Premises should ensure that suitably
  qualified supervision is available and also the users of such facilities must ensure that changing
  areas, showers and adjacent corridors are kept clean. Additional specific conditions may apply
  to individual sports areas.

### 2. Hire Agreement

All bookings must be accompanied by a "Hiring Contract"

All bookings must be paid in full seven working days prior to first letting date. A deposit of 25% must be paid and should accompany all completed "Hiring Contract".

The owners (by themselves or the Agent) reserve the right to terminate with immediate effect any activity, entertainment or meeting which in their opinion is not properly conducted or which may infringe any of the provision hereof in particular any suspected disorder, damage, offence or illegality.

Cancellation by the Hirer should be in writing and the Hirer must give at least three weeks' notice.

The Owners reserve the right to ask for an additional but Refundable deposit for certain types of lettings.

The Owners reserve the right to change and/ or alter at any time these conditions. Accepting of a hire slot and payment of deposits is deemed to be acceptance of these conditions.

#### 3. Damage / Cleaning Deposit

Damage /Cleaning deposit of £350 per letting will be payable at the point of booking to cover the potential costs with cleaning or making repairs for damage caused during the hire period. The school reserves the right to retain the deposit should the hire agreement be breached.

#### 4. Monitoring and review

We are aware of the need to review the lettings policy regularly so that we can take account of new initiatives or changes in the law. This policy will be reviewed on a two year cycle.



## **West Green Primary School**

www.westgreen.haringey.sch.uk

Woodlands Park Road, London, N15 3RT Tel: 020-8800-4676

Head Teacher: Mary Gardiner

Email: admin@westgreen.haringey.sch.uk

# "Hiring Contract" APPLICATION FOR HIRING SCHOOL PREMISES

To be completed by the person, aged 18 or over, who will be responsible for the payment of the charges for the use of the accommodation and other facilities and who will give the indemnity required by the Lettings Policy.

This application must be forwarded to the School Business Manager as early as possible and not less than 14 calendar days before the date of the proposed use.

	_			From	То
	Room Required	Start Date End Date	Time of Proposed Occupation		
-	Accommodation requ	ired:			
1	Nature or object of me	eeting/event:			
[	Daytime Tel:	Evening	and Mobile Tel: .		
F	Postcode:	Email:			
Å	Address:				
(	Contact Person (if diffe	erent from No 2): .			
[	Daytime Tel:	Evening <b>and</b>	d Mobile Tel:		
F	Postcode:	Email:			
Å	Address:				
F	Person responsible for	payment:			

Number of people expected to attend: .....

6)

7)	School equipment requested: (Example: Chairs, Tables)
8)	We do/do not intend to sell alcohol (if you do intend to sell alcohol arrangements must be discussed and agreed with the Owners). In circumstances that require a license the person/organisation will need to apply for an Occasional License for the sale and consumption of alcohol and provide the Owners with a copy of the license before hiring commences.
9)	On behalf of the organisation/person described in (1), whose authority I have to bind them signing this application, I accept the Conditions of Hire described in West Green Primary School Lettings Policy (attached) and agreed to pay the sum of $\underline{\textbf{£350}}$ (as specified in charge sheet).
Signed	: (The Hirer) Name: (The Hirer) Date:
Signed	: (School) Name: (School) Date:

(Please complete form in black ink for good photocopying and print throughout)

#### **Conditions of Hire**

- Not more than the number of persons in the acceptance of application form or stipulated in the acceptance shall be allowed in the School premises at any one time. (see Section 6 of Hire Agreement)
- Use of the School premises or the relevant part thereof and entry thereto is limited to the purposes and times stated on the application form and no Sub-letting is permitted.
- The Hirer is responsible for and shall indemnify the Owners against all damage to the School premises or equipment occurring during or in relation to the hiring or while persons are entering or leaving the school premises pursuant to the hire, however and by whosoever caused.
- The Owners shall not be responsible for any loss or damage to any property arising out of the hiring nor for any loss, damage or injury which may be suffered by or done or happen by any person using the School premises during or in relation to the hiring arising from any cause whatsoever or any loss due to any breakdown of machinery, failure of supply of electricity or gas, leakage of water, fire, government restriction, requirement of the local Education authority or act of God which may cause the premises to temporarily close for the hiring to be interrupted or cancelled. The Hirer shall indemnify the Owners against any claim which may arise out of the hiring or which may be made by any person reporting to the School premises during or in relation to the hiring in respect of any such loss, damage or injury, but a formal written report should be made to the Owners within 24 hours.
- The right to remain on the School premises at any time during the hiring is reserved to the Owners and the Agent and any police officer.
- The Hirer must secure the preservation of order at all times, and take all reasonable steps to prevent injury, loss or damage to any person or property, on all occasions on which the premises are being used by virtue of such permission. The hirer must arrange for an adequate number of responsible stewards to be present throughout the period of hire to assist in the preservation of order.

- No bolts, nails, screws, bits, pins, spikes or other objects shall be driven into the fabric or furnishings of any part of the School premises.
- The Hirer shall at the expiration of the hiring leave the School premises in a clean and orderly state. Where equipment and furniture had been provided, the Hirer will ensure that these are in like condition and in position as found.
- The Hirer shall ensure all property brought into the premises for the purposes of the hiring are removed before the expiration of the hiring, The Owners shall not be responsible for any property left behind and reserve the right to levy a charge whilst it is on the premises or dispose of it.
- No slogans, advertisements, flags, emblem or decorations shall be attached to the outside of the School premises whether affixed to the same of freestanding.
- The Hirer shall remove any slogan, advertisements, flag, emblem or decoration displayed inside
  the School premises if in the opinion of the Agent it shall be unlawful, unseemly or libellous or
  expose the premises to an undue risk or fire or is likely to lead to a disturbance or breach of the
  peace.
- No exits may be blocked or chairs or obstructions placed in corridors or fire appliances removed
  or tampered with. The Hirer shall ensure that users of the premises are aware of evacuation
  procedures and of the locations of emergency exits and fire-fighting equipment.
- No lights or other electrical apparatus shall be connected to the school electrical supply without
  prior permission. On permission being granted the Hirer should ensure that all are properly
  insulated and fused and electrical plugs and sockets shall not be overloaded.
- Cars can only be parked on site with prior arrangement. They must be parked in the spaces indicated and should be parked only for the duration of hire.
- The Hirer is responsible for observing regulations attached to any music and dancing licence and any theatrical productions.
- No alcohol may be consumed on the premises without prior permission from the Owners. All legal requirements regarding the sale and consumption of alcoholic liquor and the performing of plays and the exhibition of cinematography shall be observed and there shall be no infringement of any copyright subsisting under the Copyright Act of 1965. The Owners or the Agent must be furnished with proof that the provisions of the clause have been complied with 48 hours before the hiring. All legal requirements of Gaming and Lotteries legislation shall similarly be observed without infringement.
- All scenery and costume used for stage performances and the like must be fireproofed, in accordance with current legislation.
- The Hirer shall make such provision for such insurance cover as the Owners or their Agent may require, and shall pay all premiums due thereunder, and produce the policy or policies of insurance 48 hours before the time of the hiring.

- Hall: In order to protect the floor, spiked shoes or stiletto heels must not be worn on the premises, and Hall/PE equipment is in any case not to be used unless an adult with recognised qualifications for the activity proposed is personally in charge at all times.
- The Hirers of the Hall or any other part of the School Premises should ensure that suitably qualified supervision is available and also the users of such facilities must ensure that changing areas, showers and adjacent corridors are kept clean. Additional specific conditions may apply to individual sports areas.

#### 2. Hire Agreement

All bookings must be accompanied by a "Hiring Contract"

All bookings must be paid in full seven working days prior to first letting date. A deposit of 25% must be paid and should accompany all completed "Hiring Contract".

The owners (by themselves or the Agent) reserve the right to terminate with immediate effect any activity, entertainment or meeting which in their opinion is not properly conducted or which may infringe any of the provision hereof in particular any suspected disorder, damage, offence or illegality.

Cancellation by the Hirer should be in writing and the Hirer must give at least three weeks' notice.

The Owners reserve the right to ask for an additional but Refundable deposit for certain types of lettings.

The Owners reserve the right to change and/ or alter at any time these conditions. Accepting of a hire slot and payment of deposits is deemed to be acceptance of these conditions.

#### 3. Damage / Cleaning Deposit

Damage /Cleaning deposit of £350 per letting will be payable at the point of booking to cover the potential costs with cleaning or making repairs for damage caused during the hire period. The school reserves the right to retain the deposit should the hire agreement be breached.

## 4 Safeguarding responsibilities in accordance's with KCIES 2022

The third party has appropriate safeguarding policies and procedures in place (they should inspect these as needed) There are arrangements in place to liaise with you about these where appropriate

- Any transfer of control agreement (such as a lease or hire agreement)
- Includes safeguarding requirements as a condition of using your school premises
- States that you will terminate the agreement if they fail to comply with these

This is set out in paragraphs 165 and 166 of Keeping Children Safe in Education (KCSIE).

- Hirers should have Local safeguarding procedures and contacts
- Hirers need to provide a current DBS certificate
- Hirer's can access the school's policies and procedures, via the website and speak to either the Headteacher or SBM.

#### Section 6

## **Schedule of charges**

#### NB.

All charges are calculated by the hour and invoiced to the nearest quarter hour.

#### 1. Charges

	W	est Green Parent	Non West Green parent
1.1	School Hall	£30	£40
1.2	Classroom	£30	£40
1.3	Playground with toilet facilities	£30	£40
1.4	School Kitchen	£100	£130
1.5	Site Manager cost (See separate Appendix 1 for te	£25 rms & conditions)	£27.50

## 2. Equipment

Any additional equipment may be arranged / supplied by specific request. All equipment must be requested 14 days in advance of the booking.

## Site manger charge

The school is required to have a member of staff on site for all lettings, this is usually the site manager. The cost per hour is

## **Equipment - Schedule of charges**

(Charged per event)

Incorporated in the venue hire fee we include the use of 30 chairs. For numbers greater than this there will be an additional charge. There is also an additional charge of £20 if you require seating and tables set up prior to your event starting.

#### NOTE:

These charges apply unless alternative charging has been agreed in writing with The Head Teacher, School Business Manager or Governing Body

Fees were last reviewed in: January 2023

## Appendix 1

#### **Hire of School Kitchen**

All the above conditions of hire apply to the school kitchen additionally;

- The hire of our catering facilities / school kitchen is made by special arrangement only.
- On hire of the school kitchen the hirer will be solely responsible for the health, safety and welfare of the kitchen users during the entire period of the hire and the food consumers. The owners accept no liability for personal injury or loss of life during the entire period of the hire or as a consequence of food consumption which is prepared in the kitchen.
- Prior to the hire date the owners will require a copy of certificated evidence that the hirer using
  the kitchen has at least a food hygiene certificate and that the certificated person will be
  responsible for the preparation and service of the food.
- The catering facilities should be left in a clean tidy condition (as it is found) with all surfaces disinfected and floors cleaned. Any catering equipment used should be cleaned after use, again left in the condition in which it is found.
- There will be an additional charge for use of school cleaning materials (washing up liquid, disinfectant or cleaning agents this will be calculated, billed separately and taken from the deposit balance at the end of the end of the hire.

## **West Green Primary School**

Guidance for the Premises Manager

Letting Date:			
Arrival Time:	Departure Time	::	
Name of Hirer:			
Venue Hired:			
Description of Hire:			
Additional equipment requested and agreed:			
Any special arrangements:			

## **Notes for Premises Manager**

On the back of this form is a lettings checklist which you will need to go through with the hirer on arrival and again on departure. The lettings checklist is important because deposits will be reimbursed on the basis of this information. Work your way through the checklist ticking off all the elements as you discuss them with the hirer. Once the checklist is complete it should be signed by you and hirer.

## **Lettings Check List**

Below is a list of vital information which will help your letting at West Green Primary School run smoothly and safely. It is important that you and the Premises Manager spend a few minutes at the start of the letting going through this list to ensure you are familiar with our building and safety arrangements. The Premises Manager will also go through the list at the end of the letting and sign off to approve that the building has been left in a fit state as outlined in the lettings policy.

Description	P.M Initials	Hirer Initials
Areas of hire;		
Go through the areas that have been hired and the restricted areas		
Fire Evacuation;		
Go through fire evacuation procedures and the sound of the fire		
Alarm. Hirer has responsibility to clear the venue.		
Security;		
Hirer made aware of security of the premises and the need to have The		
front entrance door supervised throughout the let		
First Aid;		
Hirer made aware of access to emergency first aid equipment if		
Required and the requirement to report any accidents to the		
Premises Manager		
Supervision of children;		
The hirer to be made responsible for the supervision of children at		
All times during the let. The health, safety and welfare of children		
At the venue remain with the hirer.		
Toilets;		
The hirer is aware of the toilet facilities which are available for the period		
of the hire.		
End of hire arrangements;		
All equipment replaced and the hire venue cleaned so it is left the same		
condition in which it was found. That all rubbish be taken		
out to the bins		
Damage to school building or equipment;		
In the event of a breakage the hirer should report this to the Lettings		
Officer, who will inform the School Business Manager		
Safeguarding		
A copy letter or DBS certification with proof that all working with		
children have read the KCIES 2022 and have a clear DBS in place.		

#### On Departure:

Venue cleanliness;	
The venue has been handed back to the Premises Manager in a clean	
and tidy condition	
Damage to school building or equipment;	
There have been no reports of damage to equipment or the building	

Signed:	Premises Manage	
Signed:	The Hirer	