



Muswell Hill Primary School Lettings Policy

Agreed July 2019

Reviewed July 2020
Next Review: July 2021

Muswell Hill Primary School is a Rights Respecting School, based upon the UNICEF Convention of the Rights of the Child.

We believe that all children should grow up aware of these rights and respect these rights for themselves and for others. Being a Rights Respecting School underpins policies throughout the school. As policies are reviewed within the cycle they are adapted to demonstrate this. Reviews started in the academic year of 2019/20. The school received the Bronze Award in July 2020 and is currently working towards the Silver Award.

1. Adoption

This policy is subject to an annual review, taking into account advice and instructions received from the Local Authority.

2. Introduction

The Governing Body regards the school building and its grounds to be a community asset and aim to maximise the schools generated income from private out of school hour's lettings wherever possible. However the overriding aim of the governing body is to support the school in providing the best possible education for its pupils, the promotion of equality of opportunity and the community cohesion of the local area. Any lettings of the premises to outside organisations are to be considered with this in mind. The purpose of this policy is to provide instructions for the management of lettings.

3. Definition of a letting

A letting may be defined as 'any use of the school building and/or its grounds by parties other than the school and its partners'. These may be Community lettings by groups (such as local football teams/music groups) or Commercial lettings (such as car parking agents/film companies). The activities listed below fall within the corporate life of the school and therefore are not deemed as lettings. Any costs arising from such activities should be kept to a minimum as these are to be absorbed by the schools delegated budget.

Such activities are to be monitored to ensure that they are co-ordinated sensibly and joint projects between the school and the community are to be encouraged.

- Governing body meetings
- Extra-curricular activities for pupils of the school, organised by the school
- School performances
- Family learning
- Parents meetings
- PSA Meetings and PSA organised events

4. Priority for lettings

Lettings should be agreed and prioritised in the following order, with school lettings (for pupils and/or parents/carers with educational benefits) followed by Community lettings and then Commercial lettings. Commercial lettings with little or no potential to generate income or support the school should be discouraged. Those that promote gambling are not permitted.

5. Cost of lettings

The governing body is responsible for setting charges for the letting of the school

premises. These charges will differ between 'groups' and the Headteacher shall determine which group each application for letting belongs to. The Headteacher has the authority to offer discounts or subsidies for lettings as they deem appropriate.

The school is constrained by law to add value added tax to all transactions where appropriate. Educational lettings would not usually be subject to VAT, however exceptions do apply and it is the responsibility of the Headteacher to determine this when costing for individual lettings. A minimum hire period of 1 hour is to be charged and room hire should generally be charged in hour periods up to the maximum number of hours detailed below.

The school is not to proceed with any lettings unless a deposit of £100.00 or 50% of the total lettings fee (whichever is the greater amount) is received in advance.

The costs for items listed below should be covered by all lettings.

- Premises overtime
- Heating and lighting
- Administration costs
- Additional cleaning
- Estimation of wear and tear incurred by the user

Standard rates for community lettings are as follows:

During School Opening Hours (8am – 6pm Monday to Friday)

Room type	Capacity	Hourly rate	Half day (4hrs max)	Full day (8hrs max)
Main Hall	100	30	N/A	N/A
Classroom	30	20	N/A	N/A
ICT Suite	30	30	N/A	N/A
Astro pitch *(if require hall for wet weather back up £40ph total)	50	30 *(40)	N/A	N/A
Outdoor Classroom	40	25	N/A	N/A
External space	250	30	N/A	N/A

During School Closed Hours (After 6pm Monday to Friday and Saturday and Sunday)

Room type	Capacity	Hourly rate	Half day (4hrs max)	Full day (8hrs max)
Main Hall	100	75	250	400
Classroom	30	60	200	380
External space	250	75	280	500

It may be worth noting that once the first hirer pays the opening costs of a school (such as premises manger's overtime, energy costs etc.) other additional hirers may use the

premises at a reduced cost. Schools will benefit by simultaneously being able to use other parts of the premises themselves or to hire them out at a negligible cost.

6. Overtime Payments. Premises staff required to manage lettings are to receive overtime payments in accordance with Haringey Education Department instructions.

Monday to Friday	normal rate of pay
Saturday	1.5 x normal rate of pay
Sunday	2 x normal rate of pay

7. Considering Applications for Letting

Each potential hirer will complete a Hirer Application form for consideration by the school, a copy of which is attached to this policy. A record of all enquiries should be kept on file. The Headteacher is to make all decisions on lettings, giving consideration to:

- The priorities set out by governors and agreed by the school in the schools lettings policy
- The availability of facilities and staff
- The schools equal opportunities policy
- The schools child protection policy
- The schools Health and Safety policy

Suitability of Hirers: When considering requests for lettings, due regard is to be given to the school's reputation and the manner in which the letting may reflect on the school. Lettings for political purposes, or those which are likely to give rise to inconvenience or offence to neighbouring residents, are to be refused. Authority to accept or refuse individual lettings is delegated to the Headteacher.

Cost and Resource implications: Overtime for premises staff, heating and lighting costs, administration costs, additional cleaning costs, possible wear and tear.

Health and Safety: Lettings are to comply with the same health and safety requirements as those which are applicable to school activities. The policy is available on the school website: <http://muswellhillprimary.co.uk/school-office/school-policies/>

Any equipment installed for, or used during a letting is to be installed/supervised by a properly qualified person.

Entertainments Licence: A public entertainments licence may be required where a function is open to the public. Advice is to be obtained from Haringey Entertainments Licensing Officers in cases of doubt. The cost of obtaining any entertainments licence is to be met by the hirer.

Trading: The advice of Haringey Trading Standards Service is to be sought before any letting involving trading, such as car boot sales or auctions, is undertaken.

Insurance: Public liability insurance to cover the hirer is provided under Haringey's insurance for schools scheme, Schools Lettings/Hirers Policy.

The premium for recharge to the hirer is as follows:

	£
Small Meetings	1.00 per session
Weddings, Birthday Parties and Discos	5.00 per session

For lets involving sporting activities or organisations with regular lets it is expected that the organisation will have their own public liability cover in place and hirers should produce evidence of this to the school. If no evidence is provided then the school will liaise with Haringey's insurance section.

The cost of any additional premium is to be met by the hirer.

Restrictions on Lettings: Lettings will not normally extend beyond 7pm for internal lettings (school building i.e classrooms/halls) and 11pm for external lettings (Outdoor space i.e playgrounds & car parking facilities). Smoking is prohibited within 50 metres of the school site. Food is to be consumed only in those areas of the school so designated prior to the letting.

Safeguarding: Risk assessments must be carried out in advance of such lettings and enhanced DBS clearance must be held with all users/instructors on site, issued with the company applying for the letting.

8. Approval of Lettings

Lettings are to be approved by the Headteacher. Once approved a letter of confirmation is sent to the applicant along with a copy of the schools terms and conditions and a lettings contract. The lettings contract is to be signed and returned to the school along with a deposit. Contracts are to be entered into only with named individuals or designated agents of organisations. Once applications have been agreed by the Headteacher the Headteacher is to sign the Lettings contract on behalf of the school. No lettings are to take place where a signed contract and/or deposit have not been received by the school. The person/company hiring the premises will be invoiced for the cost of the letting in accordance with the schools current scale of charges.

9. Deposits and Settlement

Hirers are to be invoiced in advance and either a deposit of £100.00 or 50% of the total lettings cost (whichever is the greater amount) must be received 10 working days prior to the letting. All lettings income is to be credited in the main school account; this will be reviewed by Governors in the Finance Committee and the Health and Safety and Premises Committee.

10. Cancellation

Cancellation by the hirer within 72 hours of the letting is to result in the loss of the deposit paid. Cancellation by the school after the letting has been approved is to be avoided wherever possible, and is to occur only in exceptional circumstances within 10 days of the intended letting.

Muswell Hill Primary School – Lettings Application

APPLICANT NAME:

ORGANISATION:

ADDRESS:

_____ DAY TIME TEL NO: _____

NATURE OF FUNCTION:

Purpose:

DATE(S):

TIMES: _____

NUMBER OF PERSONS ATTENDING:

ACCOMODATION REQUIRED: (no and type of rooms, w/c facilities etc.)

EQUIPMENT REQUIRED: (no of chairs, tables etc.)

WILL THERE BE AN ADMISSION CHARGE? Y / N

WILL ALCOHOL BE SERVED AT THE FUNCTION? Y / N

I have read and accept the terms and conditions for lettings:

Signed: _____ Date: _____

LETTING AUTHORISED BY HEADTEACHER:

Signed: _____ Date: _____

Muswell Hill Primary School – terms and conditions for lettings

1. *The Hirer shall not use the premises for any purpose other than that described on the Application Form and shall provide all the information requested therein. The accommodation shall only be used for the purposes stated on the application and within the hours agreed in the lettings contract. The applicant shall be responsible for ensuring these conditions of occupation are observed.*
2. *A deposit of £100.00 or 50% of the total letting cost (whichever is the greater amount) shall be made at least 10 working days in advance of the letting.*
3. *The hirer shall not cause any damage to the School property or buildings or cause any noise nuisance to neighbouring residents, any damages will be chargeable at the cost to replace.*
4. *The hirer shall ensure that the accommodation is left in a clean and tidy condition at the end of the letting.*
5. *The hirer shall comply with any reasonable instructions given by the premises manager.*
6. *Alcohol is not allowed on the premises unless prior agreement is given and a licence is obtained where necessary.*
7. *Smoking is not allowed within 50 metres of the school site.*
8. *Lettings are agreed at the discretion of the School's Governing Body which may refuse applications if in its view a proposed function is not suitable to be held on the school premises or would cause disturbance to neighbours.*
9. *The Governing Body shall not accept responsibility or liability in respect of any loss, theft, or damage of or to any goods or property of the Hirer or any other person left, deposited or brought onto the premises.*
10. *The Governing Body reserves the right to withdraw permission for any letting and refund any fee paid in advance. If the hirer cancels, any fee paid will be refunded providing 72hours notice has been given.*
11. *Any licence fees are to be paid by the hirer.*
12. *Personal Injury/Indemnity*

For lets involving sporting activities or organisations with regular lets it is expected that the organisation will have their own public liability cover in place and hirers will be required to produce evidence of this to the School, prior to the letting.

The hirer shall indemnify and keep indemnified the Governing Body from all claims, demands, actions or proceedings in respect of any loss, or damage, death or injury caused to any person arising from the hiring of the premises, otherwise than as a result of the negligence of the Governing Body, its servants or agents, to the extent that the same is not covered by the policy of insurance effected by the Governing Body.

Where during the period of hire any person on the premises sustains any loss, damage or injury the hirer shall provide full details in writing to the Headteacher within 24 hours, or as soon as practicable thereafter, of any such loss, damage or injury and shall supply an further information in relation thereto as may reasonably be requested.

13. Health and Safety

The hirer shall comply in all respects with the requirements of all statutory authorities including the directions issued by the school and with the provisions of the Health and Safety at Work 1974 and the Children and Young Persons Act 1933 and all other statutory instruments or regulations made which affect or govern the type of function being held at the premises.

Any Equipment supplied by the hirer shall be safe and fully operational. The school reserves the right to inspect (and levy any additional charges for so doing) and removal any equipment found to be faulty and or unsafe or dangerous.

It shall be the responsibility of the hirer to familiarise himself with the location of all entrances and exits to and from the premises including all fire and emergency exits and the location of any fire fighting equipment. The Hirer shall ensure that all entrances and exits are free from obstruction and can be safely used and there are no obvious fire hazards on the premises. The hirer shall be required to take any precautions necessary to ensure the safety of those attending the function, including ensuring that means of escape from fire are not blocked or impeded.

The hirer shall not admit or permit to the premises any articles or substances of an inflammable explosive, dangerous noxious or offensive nature.

No unauthorised heating or lighting appliances shall be used on the premises without previous written consent of the school

14. Licence

Nothing herein shall operate to vest in or confer upon the hirer any tenancy of or right to exclusive possession or occupation of the premises or any part thereof nor any right, licence or liberty save such as is hereby expressly granted.

Muswell Hill Primary School – Lettings Contract

Club, Group/ Society Name and address:

Tel no

Contact Name and Address (if different from above):

Tel No

Contract Start Date:

Area of School being Hired:

Date/Day/Time(s) Required:

Purpose:

Deposit paid:

We/I have read the terms and conditions of the letting and accept them.

Signed: _____ Date: _____

Name: (please print) _____ Position: _____

Accepted by the School

Headteacher: _____ Date: _____