



# Duncombe Primary School

## Lettings Policy

Approved by Chair of Governors: Judith Fortune

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## 1. Introduction

The Duncombe Primary School Governing Body (the “Governing Body”) controls the use of the Duncombe Primary School buildings and grounds (the "School Premises") both during and outside school hours.

The Governing Body regard the School Premises as a community asset and will make every effort to enable the School Premises to be available for the delivery of extended services including community use.

The Governing Body welcomes the opportunity to work with partner organisations in extending the range of opportunities to help children and young people achieve their full potential by engaging with services meeting the wider needs of children, young people, families and the local community. The Governing Body acknowledges that extended services, including community services, support and compliment the main teaching and learning activity within the School and contribute towards raising standards. However, we would ask that organisations note that schools, by their very nature, may be more constrained than many other organisations in responding to lettings requests.

A charge will normally be levied to meet the additional costs incurred by Duncombe Primary School (the “School”) in respect of the School Premises. As a minimum, the *actual* cost to the School of any use of the School Premises must be reimbursed to the School’s budget.

## 2. Definition of a Letting

A “Letting” may be defined as “any use of the School Premises by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of ‘Weight Watchers’)”.

A Letting must not interfere with the primary activity of the School, which is to provide a high standard teaching and learning environment for all its pupils.

## 3. Charges for a Letting

The Governing Body is responsible for setting charges for the Letting of the School premises. A charge may be levied in order to cover the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, premises and cleaning) - including “on-costs”;
- Cost of administration;
- Cost of “wear and tear”;
- Cost of use of School equipment (if applicable); or
- Cost of fuel, metered water

Where there are multiple Lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations/partners involved.

The specific charge levied for each Letting will be reviewed no less than annually by the Governing Body. This review will preferably take place 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 one week in advance of any Letting being agreed. A Charging Tariff may be established to ensure that access is affordable for particular individuals and groups.

<u>Table of Charges and Fees</u>	Hourly charge	Day Rate (8am-5pm)	Evening hourly Rate (5pm-9pm)
Ground Floor Hall (without Kitchen facilities)	£20	£160	£25
Ground Floor Hall (inclusive of Kitchen facilities)	£40	£180	£45
Middle Floor Hall	£20	£160	£25
Top Floor Hall	£20	£160	£25
MUGA	£15	£120	Unavailable
Classrooms (community learning use only)	£20	£100	£20
School House Per room	£20	£100	£20
School House inclusive of Kitchen facilities	£40	£180	£45

\*Please note there is a 15% uplift for weekend usage

\*\*Community group hire can be negotiated (maximum reduction of 7%)

\*\*\* Parents and carers please contact the school

## 4. Management and Administration of Lettings

The Headteacher of the School (the "Headteacher") is responsible for the management of lettings, in accordance with the Governing Body's policy. The Headteacher may delegate all or part of this responsibility to other members of staff (e.g. School Business Manager), whilst still retaining overall responsibility for the Lettings process.

If the Headteacher has any concern about whether a particular request for a Letting is appropriate or not, they will consult with the Chair of the Governing Body or Chair of the Resources & Community Committee to determine the issue on behalf of the Governing Body.

## 5. The Administrative Process

Any person or organisation seeking to hire the School Premises should approach the Headteacher or the School Business Manager who will identify their requirements and clarify the facilities available. An **Initial Request Form** (Appendix A) should be completed by the Applicant at this stage (an "Application"). The School (either through the Headteacher, School Business Manager or the Governing Body) has the right to refuse an Application, and interested parties should be advised that no Letting should be regarded as "booked" until approval has been given in writing by the School. No public announcement of any activity or function taking place should be made by the Applicant until the booking has been formally confirmed.

Once a Letting has been approved by (or on behalf of) the Governing Body, a letter/email of confirmation will be sent to the Applicant, setting out full details of the Letting and enclosing a copy of (i) the terms and conditions and the Letting and the Letting Agreement. The Applicant must read these documents and then sign the Letting Agreement to confirm their agreement with the terms of the Letting (hereafter the Applicant

is referred to as the "Hirer"). The Letting should not take place until the signed Letting Agreement has been returned to the school. The Applicant will be invoiced for the cost of the Letting as appropriate in accordance with Duncombe's current scale of charges for Lettings. The School will seek a 50% payment in advance in order to reduce any possible bad debts.

The Hirer should be a named individual and the Letting Agreement should be in their name, giving their permanent private or registered business address.

All Lettings fees that are received by the School, will be paid into the School's independent bank account, in order to offset the costs of services and staffing. Income and expenditure associated with Lettings will be regularly monitored and reported to the Governing Body.

## 6. Public Liability and Accidental Damage Insurance

All Hirers should have their own insurance, especially if they are involved in physical activities.

## 7. Child Protection and the Prevent Duty

Any Applicant submitting a Lettings request involving working with children and/or young people must submit to the School a signed copy of their current Child Protection Policy.

All Hirers must state the purpose of the hire. Each Application will be vetted and any concerns will be reported to the Headteacher or school business manager prior to approval.

When determining whether to approve an Application, the Headteacher or School business manager will consider the following factors:

- The type of activity
- Possible interference with School activities
- The availability of School facilities
- availability of staff
- Health and safety considerations
- The School's duties with regard to the prevention of terrorism and radicalisation
- Whether the letting is deemed compatible with the ethos of the School

An Application will not be approved if it:

- Is aimed at promoting extremist views.
- Involves the dissemination of inappropriate materials.
- Contravenes the statutory Prevent duty.
- Is likely to cause offence to public taste and decency.

**PLEASE NOTE: All Lettings are at the discretion of the Headteacher.**

The Headteacher or school business manager will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.

Where an individual or group is found to be promoting views in contravention of the School's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, and liable on summary conviction to a fine. In addition, the School will contact the police who will remove the person or group from School Premises.



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## Appendix 1 – Terms and Conditions

### TERMS AND CONDITIONS FOR THE LETTING OF THE SCHOOL PREMISES

All terms and conditions set out below (the “Conditions”) must be adhered to. The “Hirer” shall be the person making the Application, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting of the School Premises (the “Letting”).

#### ***Status of the Hirer***

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The Letting 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.

If a particular Letting involves contact with the school’s pupils or other young people, then -

- Any Applicant submitting a lettings request involving working with children and/or young people must submit to the school evidence that appropriate policies and procedures are in place with regard to safeguarding children and child protection and provide evidence to the school of criminal record check relating to all staff and others working closely with children. The Governing Body will ensure that there are arrangements in place to liaise with the School on these matters.
- The Governing Body may require a Disclosure and Barring Service check (DBS) relating to staff and other adults using School Premises at a time when school pupils or other young people may be on site.
- The Governing Body may agree to obtain List 99 / DBS clearances on behalf of a hirer (DBS checks would require a minimum of a one half term advance notice) through Human Resources Services.
- The Governing Body will require evidence of appropriate qualifications for Hirers using facilities for specific activities
- Where the activity is for example an after school sports club, sports coaches must also follow the Local Authority Guidelines for Working in Schools.

#### ***Priority of Use***

The Headteacher or School Business Manager will resolve conflicting requests for the use of the School Premises, with priority at all times being given to School functions.

#### ***Attendance***

The Hirer shall be responsible for ensuring that the number of persons using the School 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/child ratios at all times. The Hirer shall be informed of the maximum number of attendees for each venue at the time of Hire application.

In the event of an emergency, all occupants must leave the school by the nearest exit and assemble at the venue area as advised to them by the hirer (*as detailed in the terms and conditions of hire document*). The Hirer is responsible for familiarising themselves with emergency exits and must ensure that participants are aware of emergency evacuation procedures and assembly points. It is good practice to carry out emergency evacuation drills at suitable intervals. The Hirer must, at all times whilst participants may be on site at the School Premises, have immediate access to participants' emergency contact details, and have access at all times to a mobile phone.

### ***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.

### ***Damage, Loss or Injury***

The Hirer warrants 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. The minimum limit for this insurance cover is *£5 million*. The Hirer must produce the appropriate schedule of insurance cover before the Letting can be confirmed.

Neither the School, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the activities undertaken and supervision thereof during the Letting of the School Premises.

### ***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.

### ***School Equipment***

This can only be used if requested on the initial application form, and if its use is approved by the Headteacher or School Business Manager. Responsible adults must supervise the use of any equipment that 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. Use of the Schools resources, including telephones and photocopiers, is not included in a letting arrangement unless expressly agreed at the time of the Letting. It should not be assumed that the School office may be available during the time of the Letting and it is recommended that the Hirer has access to a mobile phone to cover the event of an emergency.

### ***Hirer's Equipment***

The Hirer should state on the Letting Agreement any equipment he/she intends to bring into School. They are responsible for ensuring the suitability of the equipment and for ensuring that it is in good order.

Any electrical equipment brought by the Hirer onto the school site **MUST** comply with the Local Authority Code of Practice for Portable Electrical Appliance Equipment. Equipment must either have a certificate (Portable

Appliance Test) of safety from a qualified electrical engineer or be inspected by, or on behalf of, the Local Authority. The intention to use any electrical equipment must also be notified on the application.

Any of the Hirer's own equipment should be brought into / removed from School Premises within the time booked.

### ***Car Parking Facilities***

Limited parking is available in the School playground only where the main activities take place in the School building. Neither the School nor the Local Authority will accept any responsibility in terms of damage, theft or loss of any car left on the School Premises during the Letting period.

### ***Toilet Facilities***

Access to the School's toilet facilities is included as part of the Letting Arrangement.

### ***First Aid Facilities***

There is no legal requirement for the School to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, which may include the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. It is recommended that the Hirer has access to a mobile phone at all times throughout the duration of the Letting to cover any emergency event.

### ***Food and Drink***

In line with current food hygiene regulations, food and non-alcoholic beverages may be consumed on site. All litter must be placed in the bins provided – with due regard being given to School recycling facilities.

### ***Intoxicating Liquor/Drugs***

A licence must be in place and seen by the School if alcohol is to be brought or consumed on the School Premises. The Hirer must ensure there is no anti-social behaviour and all no alcohol is left on the School Premises. The presence of alcohol will be under the discretion of the School regardless if a licence has been obtained.

Under no circumstances is there to be any drugs on the premises.

### ***Smoking***

The whole of the School Premises is a non-smoking area, and smoking is not permitted within school buildings or on school grounds at any time.

### ***Suitable footwear***

Suitable footwear should be used. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

### ***Copyright or Performing Rights***

The Hirer shall not, during the occupancy of the school Premises, infringe any subsisting copyright or performing right, and shall indemnify the Local Authority against all sums of money which the Local Authority

may have to pay by reason of an infringement of copyright or performing right occurring during the period of Letting covered by this agreement.

### ***Sub-letting***

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

### ***Charges***

Hire charges are reviewed annually and current charges are set out in the ***Letting Agreement***.

### ***Variation of Scales of Charges and Cancellations***

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 is given by either party to the Letting Agreement. The Hirer may be charged for the Letting if insufficient notice (i.e. less than 28 days) is given to cancel the hire agreement. It is the hirer's responsibility to notify participants (parents where participants are of school age), preferably in writing, of any changes in dates or venues at least one week in advance.

### ***Payment for letting***

The person applying to hire the School Premises will be invoiced for the cost of the Letting in accordance with the Governing Body's current scale of charges. Payment must be received by the School either prior to or on the date of the Letting taking place. The Hirer will be subject to an administration fee for late payment, again, in accordance with the Governing Body's current scale of charges.

### ***Security***

The Governing Body will hire and pay for a person to be responsible for the security of the School Premises before, during and after the Letting, and for the cleaning of the School Premises after its use. This cost will be included in the charge for the Letting. If no suitable person can be employed, then the Letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys must not be passed to any other person.

### ***Right of Access***

The Governing Body reserves the right of access to the premises during any Letting. The Headteacher, School Business Manager, Premises Manager or members of the Governing Body or appropriate Delegated Committee, may attend to monitor activities from time to time.

### ***Conclusion of the Letting***

The Hirer shall, at the end of the Letting, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional charge may be made.

### ***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 a responsible adult collects them.

***Promotional Literature/Newsletters***

A draft copy of any information proposed for distribution which contains any reference to the School must be sanctioned by the Headteacher (or delegated officer) at least one week prior to proposed distribution by the Hirer.

## Appendix 2 – School Letting - Initial Request Form

**PLEASE NOTE: All Lettings are at the discretion of the Head Teacher.**

Name of Applicant:	
Address:	
Telephone Number:	
Name of Organisation:	
Activity of Organisation:	

Details of School Premises Requested (Hall, Playground, Football Pitch etc):	
Equipment required (e.g. Chairs on premises, tables, piano, etc.)	
Will there be an admission charge?	
Will Alcohol be served at the function?	

I have read and accept the terms and conditions for lettings of Duncombe Primary School	YES:		NO:	
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Day of Week Requested:					
<i>First choice:</i>		<i>Second choice:</i>		<i>Third choice:</i>	
Start Time:		Finish Time:			
<i>(please allow time for your preparation and clearing up)</i>					
Dates Required:					

Use of School Equipment (please specify your request):	
Details of any equipment to be brought (including electrical equipment):	
Maximum Number of Participants:	
Age Range of Participants:	
Number of Supervising Adults:	
Relevant Qualifications of Supervising Adults:	

Where applicable have List 99 and/or DBS checks been carried out? When? By Whom?  
Please provide evidence in the form of original documentation (not photocopies)

Does the Hirer have appropriate policies / procedures to ensure the safeguarding and child protection? Please provide copies of all relevant information.

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Dates during the year when the Hall will be unavailable due to School use or closure will be issued at the beginning of the School year in September. These dates may be subject to change, but prior notice will always be given if the School Premises become unavailable due to unforeseen circumstances.

The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out by producing the schedule of insurance cover (see Terms and Conditions for further details).

The Hirer confirms that arrangements are in place with reference to First Aid and they have understood the fire and emergency evacuation procedures (see Terms and Conditions for further details).

The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment (see Terms and Conditions for further details).

Any other relevant information:

***I have read and accept the terms and conditions for lettings of Duncombe Primary School.***

***I confirm that I am over 18 years of age, that the information provided on this form is correct and I have read and accept the terms and conditions for lettings of Duncombe Primary School.***

**Full Name:** \_\_\_\_\_ **Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Appendix 3 – Duncombe Primary School Letting Agreement**

1. The Governing Body of **Duncombe Primary School**, Sussex Way, London, N19 4JA
2. The Hirer: ..... Address: .....  
 .....  
 Telephone:.....
3. Areas of the School to be Used: .....
4. Specific Nature of Use: .....
5. Maximum Attendance: .....
6. Details of any School Equipment to be Used: .....
7. Date(s) of Hire: .....
8. Period(s) of Hire: .....
9. Fee (specify per hour or per session): £ .....

Date required and purpose of hire	Number of hours	Cost per hour	Total Value

10. The Governing Body agree to the Letting of the School Premises to the Hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified.
11. The Hirer accepts all the conditions of Letting as set out in the attached Terms and Conditions document.
12. The Hirer's attention is specifically drawn to the indemnities contained in the Terms and Conditions, and the need to ensure that suitable insurance cover is in place for any loss, damage or injury.

**Signatures:** ..... (The Hirer)

**Print Name:** .....

**Date:** ...../...../.....

..... On behalf of the Governing Body - Signature

..... Print Name