



Fenstanton Primary School

Building a Community of Learners

Lettings Policy

Date Examined by Resource Committee	10 March 2008
Date agreed by Governing Body	31 March 2008
Date to be reviewed	30 March 2011

1. Object of letting and Law

The object of letting the school premises is to establish the school as a resource for the community,

The letting of school premises is governed by section 27 of the Education Act 2002 which allows governing bodies to use their school's facilities for charitable community use by pupils, their families and for people living or working in the area. When using this power schools may pay regard to advice from the Department of Education and Skills (DfES), see chapter 17 of the guide to the law for governing bodies available on Teachernet. Schools cannot use this power to do something that is prohibited by another law, something that a school's instrument of Government or is contrary to the local education authority's financial scheme of delegation. Schools should also comply with these rules. The School should not be let at a financial loss and advice from the DfES says schools should not use their delegated budgets to subsidise non-school activities. Schools should comply with the Sex Discrimination Act, Race Relations Act 1976, Race Relation (Amendment) Act 2000, the Disability Discrimination Act 1995 and Code of Practice and the Education (School Premises) Regulations 1999.

The school governing body may cross subsidise by charging different amount for different purposes.

2. Local authority regulations

The letting of school premises is governed by regulations from the local education authority and the Department for Education and Skills. The letting's policy of the governing body are subsumed under these regulations.

3. The decision to let

The ultimate decision to let school premises lies with the governing body, however the governing body has the right to delegate to officers of the school or sub-committees.

The school premises are not available for lettings after 11:00pm.

Single or one-off lets

The Head teacher has been granted the right to agree single lets. The following chairs must be notified of the let: governing body, premises and finance.

Continuous lets

Head teacher to consider these and make representation to premises sub-committee, which will make a recommendation to the full governing body for ratification.

In cases where a continuous let is required and the time-table of governing body meeting would cause undue delay to the start of the let, the Head would be allowed to grant an interim let after consultation with the Chair of governors and the Chair of the premises sub-committee and informing the Chair of the finance sub-committee. Where the Chair of those to be consulted is vested in one person then the consultation must be with the Chair of the finance sub-committee.

The governing body has the right to veto any let it does not consider suitable or which may be detrimental to the effective running of the school or its reputation.

Lets are to be recorded in the minutes of the premises sub-committee following the date of the let being granted.

4. Equal Opportunities

School premises should not be let to any group or organisation that does not subscribe to the school's statement on equal opportunities.

We do not expect all organisations to have a statement on equal opportunities, however we would expect that they subscribe to that of the school. Therefore, the school will not be let to any individual, group or organisation that preaches, practices or condones discrimination or prejudice based on ethnic grouping, cultural beliefs, ethnic origin, or other requirement for membership.

5. Political use

The school premises will not be let for political use. The exception is that required or the democratic functioning of Great Britain and the United Kingdom (use as a polling station).

6. The lettee

6.1 Responsibilities

Legal Use

It is the responsibility of the lettee to ensure that the school premises will not be used for any purposes whatsoever which may be deemed to be contrary to law of the land as defined by the courts of England and Wales. The School is a community resource and the lettee is responsible for noise levels and guests behaviour, which must not offend local residence.

Named individual

The lettee shall name an individual who may be contacted by the school in case of emergency. The contact person must be on the premises for the duration of the booking, and contact arrangements to be confirmed prior to the letting.

Safety

During the period of the let the lettee will be responsible for ensuring the safety of those making use of the building and the safety of members of the public who may have cause to come onto the premises.

The lettee or their representative will be responsible for compliance with the Health and Safety Act in force at the time of the let. *A copy of the School's Health and Safety Policy will be passed on to the lettee.*

A lettee will be made aware of the fire exits and fire appliances on taking up the let. *A copy of the School's fire Evacuation Procedure and Fire Safety Risk Assessment will be passed on to the lettee.* All fire exits & equipment must not be obstructed in any way. In the event of a fire the

lettee or their representative is responsible for the evacuation of those for whom they are responsible.

No alterations or additions to the electrical installations at the school may be made.

Risk Assessments

Where appropriate Risk Assessments will be undertaken to establish that adequate safety precautions are in place. Risk assessments should be undertaken for specific activities and they should also address Fire Safety issues, the safety of equipment brought onto the premises first aid arrangements and any arrangements for serving food. These Risk Assessments will form the basis of a health and safety plan to be agreed in writing with the governing body as a condition of the letting agreement.

7. Charges

Charges are as set out on the attachment to the letting agreement. This will include:

- a fee for hire
- a refundable deposit.

Unless by agreement with the Head teacher and consent of the governing body, all fees, and deposits must be paid in advance of taking up the let.

The letting fee must be paid at least 14 (fourteen) working days before the let, if paid by cheque or 7 (seven) working days, if a cash payment is made. Cheques to be made payable to School fund.

7.1 Deposit

In addition to the letting fee a refundable deposit is payable to the School in advance to secure the let. This must be paid at least fourteen working days before the first day of the let.

8. Insurance

Public liability insurance cover is provided under a scheme administered by the London Borough of Lambeth. Anyone wanting sight of the agreement should make direct application to Lambeth Insurance Services, International House, Canterbury Crescent, Brixton, SW9 7QE. It is a condition of the hire that the Authority's insurance scheme is used to cover against situations where the school or its employees cause injury and/or damage to a third party. Liability cover will be provided to the hirer providing that they comply with the conditions set out in the FAQ, and that the hirer is not a trader or commercial organisation in which case they ought to have their own policy of public liability. It is a condition of the let that immediate notice be given to the Head teacher of **any** instance that may give rise to a claim, irrespective of the lettee's judgement as to whether a claim is to be made. The lettee not to do any act matter or thing which would or might constitute a breach of any statutory requirement affecting the premises or which would or might vitiate in whole or any part any insurance in respect of premises.

9. Cancellation

The school and its representatives have the right to cancel a letting.

Where the hirer has a need to cancel the booking the school has the right to levy a charge to cover any costs that have arisen in preparation for the proposed let.

This charge will be all actual cost incurred or a minimum of £15 (fifteen pounds)

10. Areas to be let

Specified areas of the school are not for let. Reasonable access will be allowed to specified areas for specified use. Use of such areas, or those not specified as part of the let shall be considered a breaking of the letting agreement. The result of which may be:

- a. the termination of the letting contract,
- b. an additional charge being made,
- c. the loss of any deposit paid (or portion of)

Any combination of the above may be enforced.

The areas of the School to be let are that specified in the Letting agreement for which the lettee has paid a charge. This includes use of other areas to allow reasonable access to the areas the lettee has hired. Use of other areas not specified in the letting agreement and for which no charge has been made, will deem the lettee liable for the letting fee for that additional area. The school has no jurisdiction of the main school kitchen, which cannot be used and will remain out of bounds throughout the duration of the let.

By arrangement with the School the hirer must visit the School in advance of the first day of hiring in order to view the facilities and discuss the let in detail. The lettee will sign a Contract agreeing to comply by the General Terms and Conditions and the Responsibilities of the lettee as laid out above.

The sub letting of any part of the premises is forbidden.

The charge for accommodation includes power and cloakroom facilities, where appropriate.

The school does not have any facilities for catering which are available for hire.

Additional charges will be made for the use of furniture and/or other equipment.

Arrangement for deliveries must be cleared with the School at least 48 hours in advance of the arrival of the deliveries.

The School must have 48 hours notice of any alterations or adaptations of the rooms or spaces. Such alterations/adaptations may only be made if the School has given permission for same.

The lettee must inform the School in advance of parking needs. No commitment can be given to be able to meet such needs.

11. Damage

The lettee is responsible for any reasonable behaviour of all persons who have access to the building at the time of its let to them. Any damage

that arises from the behaviour of those who have access to the building or its effects at that time will be the responsibility of the lettee.

Representatives of the School have the right of free access to the premises when being let out, for the purpose of inspection.

12. Cleaning and conditions of the premises

A firm of contractors cleans the School. This cleaning does not extend to the playground and surrounding areas. The lettee shall be responsible for the cleaning and removal of any rubbish from the school premises. Where use of the premises by the lettee gives rise to additional cleaning on the part of the school; a deduction will be made from the refundable deposit to cover this charge.

13. Alcohol / Smoking

The school does not hold a licence for the consumption or sale of alcohol. Alcohol should not be consumed or sold when youth activities are taking place during the period of the let. The School is a non-smoking environment.

14. Opening and Closing

Opening and closing the school is the responsibility of the school site manager or Premises Officer. As it is difficult to dictate for individual circumstances the holding of keys shall be negotiated and arranged by the Head teacher. In circumstances where the site manager is required to be on site specifically for the purposes of the let, outside of his/her contracted hours, a charge will be made to cover this cost. This will be notified to the lettee before the let is granted. The site manager is the authorised representative of the school. He/she is empowered by the school to refuse entry to or require the leaving of, any person should he/she consider that the person's attendance or continued presence is inadvisable.

15. Bookings

All bookings must be confirmed by completing and signing the attached Lettings Contract.

Customers are reminded that bookings are for an agreed time period. Any over-run of bookings will be charged at the appropriate rate, in order to cover staffing and other costs.

16. Amendments and agreements

Any agreements, requirements or amendments must be set out in the Attachment to the Letting Form, which must be signed by the representative of the school (normally the Head teacher) and the lettee.

17. Declaration of interest

Any member of the governing body who has connection with or an interest in the application for the let of the school must declare this interest. That person must not take part in any of the decision on the granting of that let.

LETTINGS POLICY FOR FENSTANTON PRIMARY SCHOOL

Version date: March 2008

Procedure for application and granting a let

1. Contact the school
2. Applicant to be sent:
 - a. Application form
 - b. Copy of the school's letting policy
3. Completed application form returned to the school
4. Single let: -
Head to make decision with reference to the school

Head to inform:
Chair of Governors
Chair of Premises Sub-Committee
Chair of Finance Sub-Committee
5. Extended or continuous let

Head to consider application and make a representation to the premises sub-committee. Premises sub-committee to consider and make recommendation to the full governing body for rectification.
6. Lets to be recorded in the minutes of the premises sub-committee following the date of granting the let.
7. Let to be recorded in a school's letting book. This should record:
 - d. organisation or individual (the lettee) to whom the let is granted;
 - e. contact person for the organisation (if not individual lettee);
 - f. responsible person in charge during period of the let if not recorded above;

- g. address and telephone number of responsible person during the let;
 - h. date, or period of let,
 - i. The Head (or their designated representative) should provide a comment as to the satisfaction of the let or any breach of the letting agreement.
8. The governing body has the right to veto any let it does not consider suitable or which may be detrimental to the running of the school or its representation.

9. *Costs:

Out of hours charge	£20.00	Per hour
Hall	£35.00	Per hour for 1 st hour
	£25.00	Each subsequent hour
Reception Area	£25.00	Per hour
Main Playground	£30.00	Per hour (subject to use)
Classroom	£25.00	Per hour for 1 st hour
	£20.00	Each subsequent hour

School House

Ground Floor Only	£25.00	Per hour
Upstairs Office	£10.00	Per hour

Long Term Lets

Hall	£20.00	Per hour
Reception Area	£20.00	Per hour
Main Playground	£20.00	Per hour
Classroom	£20.00	Per hour

School House

Ground Floor Only	£15.00	Per hour
Upstairs Office	£10.00	Per hour

THE KITCHEN AREA CANNOT BE USED UNDER ANY CIRCUMSTANCES

*Please confirm with the admin office.

APPLICATION FOR THE LETTING OF FENSTANTON PRIMARY SCHOOL

A. Hiring Organisation

Address:.....

.....

.....

.....

Responsible Individual (full name in CAPS) Contact telephone number(s)

.....

.....

Address if different from organisation:

.....

.....

.....

B. Purpose of Hire

Area to be hired

Hall

Main playground

Other:.....

C. State other equipment required

D. **Period of let**

Single let

or

Regular let

First date of let

Day

Date

Start time

End time

Period:

- weekly

- monthly

- other

Details:.....

.....

.....

.....

E. Alcohol

Alcohol cannot be sold on the premises unless a licence has been obtained prior to the let and submitted to the school admin office for inspection. Failure to obtain a licence and gain the consent of the governors will result in the termination of the let.

Will alcoholic drink be ...

Brought onto the premises Yes/No

Sold on the premises Yes/No

F. Additional agreement or conditions of the let

School Health & Safety Policy attached.

School Fire Safety Risk Assessment attached.

Additional agreements or conditions of the let are set out in an appendix to be attached.

A Health & Safety plan with all Risk Assessments attached.

Appendix attached/No appendix attached (delete as appropriate).

G. Undertaking

I undertake to accept the conditions governing the letting of school premises, to pay the prescribed charges and to arrange for adequate supervision during the period of the let. I further undertake to make good any loss of school property or damage to school premises or property.

I shall indemnify the School and the London Borough of Lambeth and keep them indemnified against all losses, claims demands, actions, proceedings, damages, cost or expenses or other liability arising in any way from the my use or other people in my party of the facilities of the School, any breach of my undertakings contained in this agreement, or the exercise or purported exercise of any of the rights given to me under this agreement.

Signature of applicant: Date:

Name (CAPS):

Contact telephone number:

FENSTANTON PRIMARY SCHOOL

Attachment to the Letting Application Form

Charges

Detail all charges (or their calculation) and the period of let

Out of hours charge £

Letting fee £

Cleaning charges £

Additional charges £

Vat @ 17.5% £

Refundable deposit £

Total charges £

Requirements (if appropriate)

State all equipment required or special arrangements during the period of the let (for example, clearing of rooms).

Additional information

Signed on behalf of Lettee: Date:.....

Signed of behalf of school: Date:.....