

VICTORIA JUNIOR SCHOOL



LETTINGS POLICY

Resources Committee

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Signed: Chair of GB

Lettings Policy

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Introduction

While we welcome the opportunity to let our school for the benefit of the local community we are mindful of the difficulties of security that may arise because of its open plan design. This document outlines the policy of the Governing Body of Victoria Junior School with regard to lettings. It sets out the facilities available, the charges and responsibilities of the Governors, and the users when the school premises are hired.

The use of our school premises at all times other than during the school day is under the control of the Governing Body of our school. (Education Act 1986, sect.42 no.2)

Our lettings policy operates within the framework of the London Borough of Hounslow's Equal Opportunities Policy.

The Sex Discrimination Act 1985 and the Race Relations Act 1976 apply throughout this policy and will be adhered to throughout all stages of our lettings procedures.

Having regard to our duty under the Race relations Act 1976 (but without prejudice to our duties under the Representation of the People Act 1983) the Governing Body will not let the premises to organisations whose purpose is, amongst other things, to encourage racial discrimination and/or disharmony between persons of different racial groups, or are otherwise involved in activities prejudicial to good race relations.

In deciding whether or not to let our premises the Governing Body will also have regard to the likelihood of any damage being caused on the premises, or neighbouring premises, and any nuisance that may arise, as a result of accepting the booking.

In any event, the Governing Body reserves the right to require a reference from a Local Authority or other reputable hirer, before any booking is accepted.

We will consider letting to any group able to comply with the terms and conditions outlined in this policy. These terms and conditions are clearly stated in our Conditions of Usage and Booking procedures documents, which will be sent out with all application forms.

The final decision on compliance lies with the Governing Body.

Conditions of Booking

The use of the school premises is permitted by the Governing Body on the understanding that the following rules are adhered to at all times:

- 1) Once you, the Hirer, have accepted a permit to use the school premises, you are automatically bound by all terms and conditions of usage of the premises. The Governing Body has the right to vary these terms and conditions at any time.
- 2) The person signing the application form, on behalf of their organisation, (then known as the Hirer) is personally responsible for ensuring the all terms and

conditions of our lettings policy are adhered to.

- 3) The requirements of the school Governing Body on or in connection with the issue of licenses for public dancing, music or any public entertainment must be strictly fulfilled. As those licenses lay down stringent regulations, the hirer must study the regulations of the Local Education Authority on the issue of licenses for such purposes. A copy of the regulations and requirements can be obtained on application to the **Director of Children's and Adults' Services**.
- 4) If a hirer is uncertain as to the application of any of the licensing regulations, he/she should obtain further information from the Licensing Officer of the London Borough of Hounslow. A hirer who is organising events for children must have regard for the requirements of the Children Act 1989.
- 5) The Hirer shall indemnify and keep indemnified the respective bodies and persons from and against all loss and damage which the Mayor, Aldermen and Burgesses of the London Borough of Hounslow (hereinafter called 'the Corporation'), the Council, Education Committee or the Governing Body or any property belonging to or under the control of the Corporation or the Council, the Education Committee or the Governing Body, may sustain or incur by reason of the permission to use the premises or otherwise arising out of or in connection with such user, including cost of replacement and reinstatement and the damage of the property of, or the bodily injury or death of any person or persons.
- 6) The Governing body will not accept responsibility for any loss of or damage to any property owned by any person using the premises during the period of the letting. Property shall be brought on to the premises at the sole risk of the owner.
- 7) The hirer must make sure that all users are aware that they are solely responsible for the security of their personal property, and should put a sign up to this effect. If tickets are issued for any event, this statement should also be printed on the ticket.
- 8) The hirer is responsible for informing the Governing Body, of any person sustaining injury or loss on the school premises during the period of the let. This information must be presented in writing to the Chair of the Governors within 24 hours of the event. Any further information required by the Governing Body must be made available on request.
- 9) No intoxicating liquor shall be brought or consumed on school premises or any part thereof except by recognised organisations. It is the responsibility of the hirer, on behalf of the recognised organisation, to obtain any necessary license for the sale of intoxicating liquor.
- 10)
 - a) No musical works in the repertoire of the Performing Right Society may be performed in public on the premises except on payment to the Society of the appropriate fee.
 - b) No lecture, play, opera, dramatic or musical or other work in which a copyright

subsists shall be delivered or performed on the premises unless the consent of the owner of the copyright has been previously obtained by the hirer and all necessary fees paid.

c) The hirer and the guarantor shall indemnify and keep indemnified the Council, Education Committee or the Governing Body for any breach or infringement of copyright.

11)

a) The Council, Education Committee or the Governing Body may cancel any permission granted to use the premises:-

b) If it should appear that the same or any part thereof will be required for public or official purposes whether of the Council, Education Committee or Governing Body or otherwise or by any body or person having a statutory right of user.

c) If any damage has been caused to the premises or to any property of the Council thereon by reason of any previous use of the premises by the person or body now wishing to use the premises.

d) If breaches of the requirements of the Council or of the London Borough of Hounslow's licensing conditions or of the Justices in connection with public dancing, music or other public entertainment's occur.

e) If, for any reason, the Council, Education Committee or the Governing Body deem it necessary or expedient to cancel the license or permit.

f) If, for any reason, the school is closed, no compensation shall be payable by the Council, Education Committee or the Governing Body, to the hirer or any other person by reason of any such cancellation. Any fees paid to the Governing Body in respect of a permit which is subsequently cancelled by the Council, Education Committee or the Governing Body will be refunded unless the cancellation is by reason of damage having been caused.

12) No person under the age of sixteen years is permitted on the premises without adequate adult care and supervision.

13) The right of access to all parts of the school premises whether or not included in the permission for user is reserved to the Council, Education Committee, Governing Body or any officer authorised by them and the hirer shall not obstruct or interfere with this right.

14) No alterations or additions to the electrical installations at the school may be made without previous consent in writing of the Council or the Governing Body and any such alterations and additions as may be authorised shall be carried out with the directions and to the satisfaction of the Council and shall be reinstated forthwith at the expense of the hirer to the like satisfaction.

15) No additional staging, curtaining or scenery may be erected without the previous consent in writing of the Governing Body and any such alterations and additions as may be authorised shall be carried out in accordance the directions and to the satisfaction of the Council and shall be returned to their original state immediately after usage, at the expense of the hirer.

Where any use involves the erection and/or dismantling of a stage, this will be

carried out by the hirer at his/her expense under the supervision of a representative of the Governing Body.

Any curtaining or scenery shall be rendered non-flammable. 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 Governing Body.

- 16) Furniture, including chairs, must not be removed from the school premises nor for use on either the grass or the playground or in any other building outside the school unless prior permission has been applied for and granted by the Governing Body.
- 17) No advertising may be placed in any area of the school premises without direct permission of the Head teacher of the school.
- 18) The use of any preparation or material for the purpose of preparing a floor for dancing is not allowed, as this may make the floors dangerous for normal use. The safe condition of the floors shall be deemed acceptable by the hirer after inspection and will remain the hirer's responsibility during the letting.
- 19) Hirers must follow Health & Safety regulations and will be held responsible if Health & Safety regulations are breached.
- 20) If the terms and conditions of hiring are contravened in any way, the Governing Body reserves the right to cancel any permission for further use and will inform the hirer in writing. In such an event, the hirer will not be entitled to any compensation or refund of any payment made in respect of such use.
- 21) It is the responsibility of the hirer to ensure that any area of accommodation used in the course of the letting is left in the condition in which it was found and is maintained in a safe condition during the letting.

Conditions of Usage

- 1) The hirer must inform people on site at the beginning of the let of the fire exits, evacuation procedures and the evacuation assembly point.
- 2) The authorised hirer is responsible for those attending the function and in particular for leaving the site in a quiet and orderly fashion by the time stated in the booking agreement.
- 3) Any movement of furniture required must be undertaken by the hirer under the direction of the caretaker of the school. No furniture or apparatus is to be used without prior permission, including the piano.
- 4) Where car parking is required, the hirer must undertake the proper stewarding and control of the parking area in collaboration with the police where necessary. The hirer must maintain safe entry and exit from the premises and provide and maintain

clear access for emergency vehicles and service vehicles.

- 5) No alcoholic drinks may be consumed or brought on to the premises unless written permission has been applied for and received from the Governing Body. No alcoholic drink may be sold without a magistrate's licence, and this must be shown in advance to the Governing Body.
- 6) The hirer is responsible for the protection of the premises from damage, the good behaviour of all associated users, and ensuring that alcoholic drinks, where permitted are consumed in moderation when brought onto the premises for a function.
- 7) The hirer is responsible for ensuring that all areas are left clean and tidy as found. This includes all outside areas as well as indoor areas. If this is not found to be the case the hirer will be charged a penalty sum to cover costs of any repairs or cleaning required.
- 8) No confetti or rice is to be thrown on the premises.
- 8) Only adults preparing food are permitted access to the servery, where an agreement has been made. Servery regulations must be adhered to at all times. It is the responsibility of the hirer to ensure that the servery certificate is signed at the beginning and end of the let.
- 9) The school's no smoking policy must be adhered to at all times.
- 10) The Outer London Borough's Caretakers' agreement does not require caretakers to work at the weekends. Bookings can only be accepted when a caretaker is prepared to undertake the additional duty.
- 11) The hirer must report to the caretaker at the beginning of any let. Where deposits have been paid for a function, the hirer must meet with the caretaker and servery supervisor (or their representative) to sign the Caretaker's Certificate and Servery Certificate, accepting the condition of the premises as acceptable at the beginning and the end of the hire period.
- 12) The hirer must take out public liability insurance cover with the Local Authority as part of their booking agreement unless proof of equivalent adequate insurance is shown to the school.
- 13) The hirer will adhere to all aspects of our lettings policy at all times through the procedure of applying for and accepting a let on our premises.
- 14) All children will be supervised at all times by their carers except where children are attending an organised group or care scheme. Where the latter applies, the group/care scheme will adhere to all regulations set out in the Children Act, including those of registration with the relevant registering body.

- 15) The hirer's signature on the application form confirms his/her agreement of the above booking and all other aspects of our Lettings Policy.
- 16) The hirer will adhere to all Health and Safety requirements as required by the school.

TABLE 1.

SCALE OF CHARGES FOR LETTINGS

(Updated at the Governors Meeting on 06.06.19)

TYPE OF LET	COST PER HOUR
A. COMMERCIAL (Profit Making Groups) These would be the main group able to provide a profit to the schools and charge of £50 per hour plus £10 Booking Fee. Heating and lighting included.	£50
B. COMMUNITY GROUPS (Non-profit making) A charge of £25.00 per hour plus £10 Booking Fee. Heating and lighting included.	£25.00
C. DISCRETIONARY SCHOOL GROUPS Meetings held before 5.30pm. during normal caretaker hours. No charge to be levied. Discretionary status to be authorised by the Head. After 5.30pm. £25.00 per hour plus £10 Booking Fee Heating and lighting included)	Before 5.30pm. No charge After 5.30pm. £25.00
D. VICTORIA SCHOOL GROUPS No charge to be levied.	No charge

PLEASE NOTE: Where daytime bookings finish at 6pm. And there are no further bookings starting at 6pm. There will be an additional half an hour charge to cover the cost of the caretaker closing down the school.

ADMINISTRATION CHARGES

Single booking £10

Block Booking £15

Amendment to Booking £10

Any amendment to a booking must take place at least 14 days prior to the let and will be at a cost of £10. Verbal requests will be considered but must be immediately confirmed in writing.

The Hirer must not presume any amendment has been agreed until he/she is in receipt of written confirmation from the school.

BOOKING PROCEDURES

1. Applicants must fill in an application/booking form and return to the school office.
2. The person signing the application form (then known as 'The Hirer') is responsible for all aspects of the let.
3. By signing the application form, the person signing is acknowledging and agreeing to adhere to all aspects and conditions of our school's lettings policy.
4. A signed application does not guarantee the booking will be granted.
5. Where the application for let is accepted, the applicant will be sent a letter provisionally confirming the let and an invoice to cover the cost of the let and any additional returnable deposit required.
6. The hirer should then pay the booking invoice, in full, 28 days prior to the date of the let, and ensure that they receive a receipt of payment. This will then confirm the booking agreement. Any returnable deposit required (i.e. for special functions) must be paid immediately within 72 hours of the date the booking form was sent. Failure to pay the invoice and returnable deposit (where required) will result in the application for the let becoming void.
7. Where deposits are paid, the hirer must ensure that he/she meets the representative of the Governing Body (usually the caretaker) and signs for the conditions of the buildings on arrival. At the end of the hire period, the hirer is responsible for and collecting the Caretaker's Certificate and the Kitchen Certificate (where applicable)
8. Where applicable, the Caretakers Certificate and Kitchen Certificate should be presented to school at the school's office, within 48 hours (72 hours if the let is over the weekend) after the let in order to claim back any returnable deposit. Failure to do so will mean that the deposit is not returnable.
9. Hirers will automatically be charged public liability insurance at a cost decided by the Local Authority as part of the booking charge unless proof of adequate equivalent insurance is shown to the school (a photocopy will be taken for the records)
10. Any requests for amendments to the booking must take place at least 14 days prior to the date of the let. Where amendments are agreed, an additional administration charge of Will be payable. The hirer must not presume that any amendments

will be sent to the hirer in writing.

BOOKING TIMES

1. There will be no access to the premises before the commencement of the letting period. Hirers must allow sufficient time for preparation before the event when booking the time of the let.
2. Hirers must have left the premises by the end of the booked period. Sufficient time must be included to allow for clearing away and for all participants to leave the premises by the end of the booked period.

CANCELLATION PROCEDURES

1. The school must be notified of any cancellations at least 4 weeks prior to the date of the let. However, notification at the earliest possible time is appreciated.
2. Where notification is given to the school 4 weeks prior to the date of the let, the booking charge will be refunded in full apart from the set administration charge.
3. Where notification is given to the school between 2-4 weeks prior to the arranged date of let, the hirer will be entitled to a 50% refund only.
4. Where notification of cancellation is given less than two weeks prior to the arranged date of the let, the hirer will not be entitled to any refund.
5. Where the Governing Body of the school makes a cancellation to a let, the hirer will be entitled to a full refund. The Governing Body will endeavour to notify the hirer at the earliest possible moment; however, no guaranteed period of notice can be offered. Regardless of when notification is given to the hirer, the hirer will not be entitled to any compensation.

Please note:

- 1 The above conditions apply for cancellation of total or part of a booking.
- 2 Where the hirer makes a permanent cancellation during the course of a letting agreement, the hirer will receive a refund for any outstanding sessions but no compensation will be available. The administration charge will still stand.

COMPLAINTS PROCEDURES

Q. What happens if the school has a complaint about our group/organisation?

If the school has concerns about a let the following procedure will be followed: -

1. A representative of the Governing Body will verbally raise the concern with the named hirer.
2. The Governing Body will investigate every complaint after gathering information from all parties involved. They will then decide on a course of action.
3. If the organisation has a regular let then the situation will be monitored for two sessions to allow the issues to be addressed.
4. If the situation remains unresolved, the hirer will receive formal written notice of termination of the booking agreement. This will be implemented 72 hours from the date of the letter of notification.

Please Note: If the hirer blatantly breaks the conditions of usage, the let can be terminated immediately.

Q. What happens if I, as a hirer have a complaint about my let or booking agreement?

If you as the hirer, have a complaint or concern regarding your let, the following procedures must be followed: -

1. Talk to the named representative of the Governing Body and discuss the problem. Allow 5 working days for the situation to be resolved.
2. After 5 days if still unresolved, the hirer should notify the Governing Body through the Head teacher in writing and allow 5 working days for the situation to be resolved.
3. If still unresolved, the matter will be placed on the agenda of the next Governing Body Premises Committee. (If the concern needs urgent attention, a special meeting of this group will be convened)
4. If still unresolved, the matter will be taken to the next full Governing Body meeting and the hirer will receive a written response from the Chair of Governors detailing the outcome.

Q. What if a third party complains?

1. If the school receives a complaint from a third party the Governing

Body will be notified of the complaint.

2. Representatives of the Governing Body will investigate the matter and a written response will be sent to the complainant within 10 working days.
3. If any further correspondence is received, the matter will be placed on the agenda of the next Governing Body Premises Committee. A final response will then be sent by the Chair of the Governing Body, explaining the final outcome.

APPEALS PROCEDURE

1. If the hirer has a letting agreement withdrawn, they have a right to appeal to the Governing Body.
2. The appeal must be made in writing and will be presented at the next full meeting of the Governing Body.
3. The hirer will be informed of any action and/or decision taken by the Governing Body.
4. The Governing Body's decision is final.

APPENDIX C

EQUAL OPPORTUNITIES STATEMENT

At Victoria Junior School we are committed to Equal Opportunities and will endeavour to provide equality of opportunity for all people within the community.

We aim to: -

- 1 Oppose all negative discrimination on the grounds of gender, race, religion, ethnicity, colour, disability, sexual orientation or social class.
- 2 Foster respect and understanding between all members of the school and community

- 3 Demonstrate our belief that all people are valued and are of equal worth.
- 4 Ensure that all our decisions are free from bias and stereotype.

APPENDIX D

SAFEGUARDING CHILDREN

A school's governing body has a legal requirement for child protection. The DCSF guidance on "Safeguarding Children in Education" states "where services or activities are provided separately by another body, the Governing Body should seek assurance that the body concerned has appropriate policies and procedures in place in regard to safeguarding children and child protection and there are arrangements to liaise with the school on these matters where appropriate".

It is a requirement that all those working with children, staff as well as volunteers who have "significant contact" with children, have been subject to a criminal record bureau (CRV) check. Under data protection, an individual; cannot be asked for a copy of his or her CRB check by anyone other than an employer.

When accepting registration of a community group the school will ask for a copy of its child protection policy and assurance that all staff working with children have CRB approval (see Appendix D)

This Policy is based on a model Lettings Policy produced by The London Borough of Hounslow and should be referred to for further detail as required. The draft policy, personalised for Victoria Junior School was discussed and amended by the Premises Committee in February 2006 and ratified and adopted by the full Governing body in March 2006.



Booking Form For School Hall Hire

Victoria Junior School

Victoria Road, Feltham, TW134AQ

Tel: 0208 8909624

Email our School Office at:

office@victoria.hounslow.sch.uk

Name of Organisation/Applicant:

Postal Address:

Telephone No.:

Email:

Facilities required:

Purpose of Use:

Period of Use: (Please specify date/s)

Time of Use: (Please specify time/s)

Expected number of Participants:

Name of person in charge during use

Mr/Miss/Mrs

Position Held:

Telephone No:

Mobile No:

Email Address:

Safeguarding Children in Education: Vetting Process

Schools are responsible for the contract arrangements when letting their premises to external organisations to provide services to children independently from the school's own provision. The school therefore is responsible for carrying out a full range of vetting checks to ensure children are safeguarded.

If you/your organisation has children or young people (under the age of 18) attending your classes/activities you must also provide a current DBS document in order to prove that we are meeting statutory requirements with regard to safeguarding young people.

All hirers must provide the Lettings Officer with a copy of their Public Liability Insurance certificate (usually insured up to £5m) before booking is confirmed.

Agreement

If this application is approved, I agree to meet as required by Victoria Junior School all charges arising from the hiring of the venue and to meet the cost of repairing any damage caused and of repairing or reinstating or replacing any equipment, fixture, fittings, furniture or other property damaged or destroyed, stolen or removed during the hire period.

I have read and undertake to observe the booking regulations for the Hire of the Sports Hall and agree to indemnify Victoria Junior School against all actions, claims and demands by any person who suffers or sustains any loss, damage, injury or death out of or as a result of the use of the venue or any person authorised by me to use the venue due to my negligence or on the part of such authorised person during the period of hire:

Signed:.....

Date:.....

Name in BLOCK

Letters:.....

Victoria Junior School

Lettings Invoice

Name of Hirer:

Letting period

From:..... to

Nature of letting (business/community):.....

Cost per hour:.....

Number of hours:.....

Number of weeks:.....

Total cost:

.....

Payment Received

We hereby acknowledge the payment of:
(cash/cheque)

On:.....

For the hire of:.....

Signed:.....Date:.....