

Lettings Policy

1	Introduction	p.2
2	Definition of a Letting	p.2
3	Lettings	p.3
4	Management and Administration of Lettings	p.3
5	The Administration Process	p.3
6	Appendix 1 - Hall Hire Enquiry Form	p.4
7	Appendix 2 - Hire of Education Premises Agreement (HEPA)	p.5
	Appendix 3 - LA Standard Conditions of Hire of Education Premises	p.7
	Appendix 4 - Additional Conditions of Hire of Education Premises	p.9
	Appendix 5 – Notes of Hire of Hall for Birthday Parties	p.10
	Appendix 6 – Letter confirming request	p.11
	Appendix 7 – Confirmation – Hire of Education Premises	p.12
	Appendix 8 - Fire Alarm and Evacuation Procedure	p.13

Governor Responsibility:	Headteacher
Staff Responsibility:	Headteacher /Business Manager
Review Period:	Bi-annual
Status:	Non-statutory
Reviewed:	September 2015
Next Review Date:	September 2018
Governor Signature	

Introduction

Tetherdown School is committed to providing an excellent education to young people in our community and we will seek to do this through the best use of our resources.

The Governing Body regards the school buildings and grounds as a community asset and will make every effort to enable them to be available for the delivery of extended services including community use.

The purpose of this Lettings Policy is to provide information for the local community of the school and to maximise income from appropriately letting the facilities. The policy will seek to ensure that the lettings do not interfere with the normal functioning of the school but contribute to its mission to our children and the community.

Definition of a Letting

A Letting may be defined as **“any use of the school premises (buildings and grounds) by either a community group (such as a local music group or after school club), or a commercial organisation (such as the local branch of “Weight Watchers”).**

Use of the premises for activities such as staff meetings, parents’ meetings, out of school hours learning / study support activities or some extended services which support the raising of attainment and achievement, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school’s delegated budget.

LETTINGS POLICY

- Lettings will be made at the discretion of the Headteacher/School Business Manager. Priority in letting the facilities will be given to:
 - a) Organisations or events that serve young people
 - b) Organisations or events that serve the local community
 - c) Other organisations or events that promote the ethos of the school and contribute to its mission.
- Subject to the above priorities, other suitable organisations or individuals may let the facilities at the discretion of the Headteacher, providing such use does not impact adversely on the reputation of the school. Organisations or individuals seeking to let the premises will be required to sign a lettings agreement and must comply with the Conditions of Use outlined below.
- Lettings would not be acceptable where:
 - a) Intoxicating liquor is available – unless the user obtains a special agreement from the Governing Body and appropriate licence from the Courts
 - b) Excessive noise or local nuisance is likely
 - c) The Letting would extend beyond 10pm – unless special agreement has been obtained from the Governing Body.
- It will be the responsibility of the Governors’ Premises Committee to agree the scale of charges. These will be reviewed annually preferably 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 in advance of any letting being agreed.
- The booking of all use of the Facilities, both by the School and external bodies beyond those scheduled by the School timetable and Calendar will be the responsibility of the School Business Manager. Once a signed application is received, written confirmation of a subsequent cancellation

will be required. It is the responsibility of all individuals organising events not scheduled but which involve the use of the Facilities to submit a Letting Application in good time.

- Upon receipt of a Letting Application, the School Business Manager will inform the hirer that the booking is confirmed or otherwise and the estimated charges involved. The Hirer will pay a deposit of £50 under separate cover to cover the excess on the accidental damage insurance cover provided by the London Borough of Haringey.
- The School Business Manager or the Headteacher will inform the Site / Assistant Site Manager of the specific needs of the booking. The Site / Assistant Manager will safeguard the facilities of the School by all reasonable means during any hiring and will immediately report any damage incurred. Hirers will be responsible for providing his / her own stewards for the event and for any breaches of Copyright, Performing Rights and the Betting, Gaming and Lotteries Acts.
- Following the hiring, an invoice will be raised for the charges incurred plus any additional damage charges. "Damage" will include the causing of unreasonable cleaning requirements following a hiring. The caretaker will survey and note the conditions of the premises/ facilities with the hirer at the end of the event. Invoices should be settled within 30 days and legal action may be taken to pursue the debt.
- The Site/ Assistant Manager, School Business Manager and or Headteacher have the right to terminate any hiring if, in their opinion it is not being properly or safely conducted.
- Longer term lettings will be considered by the Governing Body and any special conditions may be added to the lettings agreement.

Management and Administration of Lettings

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. The School Business Manager), whilst still retaining overall responsibility for the lettings process..

The Administrative Process

Organisations seeking to hire the school premises should approach the Headteacher or School Business Manager who will identify their requirements and clarify the facilities available. An initial request form should be completed at this stage. 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. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved by (or on behalf of) the Governing Body, a letter of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of terms and conditions and the hire agreement. The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting as appropriate in accordance with the Governing Body's current scale of charges.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address, giving the school security of tenure. All lettings fees which are received by the school will be paid into the School's Bank Account in order to offset the costs of services, staffing etc. (which are funded from the school's delegated budget.) Income and expenditure associated with lettings will be regularly monitored and reported to the Governing Body.

Appendix 1

TETHERDOWN PRIMARY SCHOOL HALL HIRE

We invite all parents of our school community, exclusively, to hire our hall for family functions.

If you would like to enquire about the hall's availability, please complete this form and pass to Ms Barber (Business Manager) via the school office or e-mail it to businessmanager@tetherdownschool.org.

The rates of hire are £45 per hour for a Saturday or Sunday let. Included in the let is a complimentary ½ hour either side of your booking to allow for setting and packing up. Minimum payable let is two hours.

Ms. Barber will confirm the availability before she e-mails you the Application for Hire Form.

✂.....

HALL HIRE ENQUIRY

Name	
Child's name	
Child's class and year	
Telephone No/ Mobile No	
E-mail address	
Address	
Purpose of hire	
Date(s) of Hire	
Start time (includes ½ hr free set up)	
Finish time (includes ½ hr free pack up)	

Appendix 2

HARINGEY COUNCIL
EDUCATION SERVICES
Permit No. XXX

Tetherdown Primary School Grand Avenue, Muswell Hill, N10 3BP

Ernie Cox 07964 626465 (Site Manager)
Nnamdi Onubogu 07580 010195 (Assistant Site Manager)

Email: businessmanager@tetherdownschool.org

Hire of Education Premises Agreement (HEPA)

To be completed by the person duly authorised to sign for and on behalf of the Hirer and who shall be responsible for the payment of the hire fee and who shall give the indemnities required by the Standard Conditions of Hire. This agreement must be returned to the School Business Manager at the above address not less than 28 days before the date of the proposed hire

1 Details of Hirer		
Name		
Name of pupil and class at Tetherdown Primary School		
Address		
Telephone No/ Mobile No		
Email		
Authorised Representative (if different)		
Representative Tel No		

2 Hiring Requirements		
Rooms/areas required		
Purpose of Hire		
Date(s) of Hire	Start time (including 1/2hr Set Up)	Finish time (including 1/2hr Pack Up)

3 Other Information

Number of adults expected	Number of children expected	Other facilities required (chairs, piano etc)

4 Declaration and insurance indemnity

I apply on behalf of (please insert your name)	
For the hire of premises at (name of premises)	Tetherdown Primary School

I have read and agree to be bound by the Haringey Council's Standard Conditions of Hire and Tetherdown's Additional Conditions attached. I am over 18 years of age. I am aware and agree that if permission to hire the premises is granted, such permission shall not 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 expressly granted.

I acknowledge that Haringey Council has effected a Policy of Insurance in respect of the use of Education premises which, subject to its terms and conditions, applies, inter alia, to:

1. The legal liability of the Hirer in respect of claims by third parties for injuries or damage occurring during and in direct connection with the hiring up to a limit of £2,000,000 in respect of any one incident.
2. The contractual liability of the Hirer to accidental damage to the premises and contents therein in accordance with the Standard Conditions of Hire up to a limit of £500,000 of any one incident with an excess of £50 for each and every claim PROVIDED THAT immediate notice in writing shall be given to Haringey Council, Insurance Section, 10 Station Road, LONDON N22 4TR of any accident, damage, or proceedings, and that no repudiation of liability shall be made to any third party.

I agree to indemnify and keep indemnified the Council from and against all loss, damages, expenses or charges which the Council may sustain or incur in respect of any matter arising out of the hiring of the premises, or the Condition relating thereto in so far as the same are not covered by the said policy of insurance effected by the Council or the obligation to give notice of any accident, damage or proceedings as aforesaid is not fulfilled by the Hirer, and to pay to the Council at its offices on demand all such sums as may be payable by reason of this indemnity.

Signed	
Name: (please print)	
Date:	

Appendix 3

STANDARD CONDITIONS OF HIRE OF EDUCATION PREMISES

- In addition to the Standard Conditions of Hire of Education Premises issued by Haringey Council, the following Additional Conditions will apply:-
- The Hirer will pay an hourly rate of £45.00 via Parent Pay. This will be reviewed by the Governing Body on an annual basis.
- The Hirer will pay a deposit of £50 (cheque) under separate cover to cover the excess on the accidental damage insurance cover provided Haringey Council.
- The Hirer must vacate the premises by the end period as stated on the Permit Offer. Failure to vacate by the said time will result in the loss of deposit.
- External providers will incur a 10% increase in fees for the next invoicing period if payment of invoices is not made within 14 (fourteen) days of the invoice date.
- The numbers of people attending at any one time must not exceed by more than 10% (ten percent) the numbers indicated in the Application for Hire. Failure to comply with this condition will result in the immediate termination of the event without payment of any refund.
- The following areas are specifically excluded from the Hirer: The kitchen, the playground, the school's electrical equipment (e.g. Music centre). The hire includes use of the toilet facilities agreed by the school but no other areas.
- The Hirer must have proper regard for the neighbouring residents and ensure that noise levels are reasonable.
- 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.
- No smoking is permitted within the school buildings or on school grounds at any time.
- Any organisation that is using the school premises for commercial / personal gain should have their own Public Liability Insurance and will be expected to satisfy the Governing Body of such by submitting a copy annually. 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 £2 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 premises.
- Any organisation 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
- 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 the hire application.

- In the event of an emergency, all occupants must leave the school by the nearest exit and assemble at the area as advised to them by the site manager. The Hirer is responsible for familiarising themselves with emergency exits and must ensure participants are aware of emergency evacuation procedures and assembly points. It is good practice to carry out emergency drills at suitable intervals. The Hirer must, at all times whilst participants may be on site, have immediate access to participants' emergency contact details, and have access at all times to a mobile phone. 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.
- 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. 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 within the time booked.
- 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 requirements, 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 letting to cover any emergency event.
- No intoxicants shall be brought on to or consumed on the premises without the express written permission of the School Business Manager. Any person thought to be under the influence of alcohol or drugs will be refused admittance.
- The Hirer shall not, during any occupancy of the 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 hire covered by this agreement.
- A draft copy of any information proposed for distribution which contains any reference to the school must be sanctioned by the Headteacher at least one week prior to proposed distribution by the Hirer.
- At any time during the hire, the Headteacher or appointed deputy may ask the Hirer to comply with any or all of these and Haringey's Conditions of Hire. Refusal to do so may result in the hire being terminated immediately on health and safety or environmental health grounds.

Appendix 4

ADDITIONAL CONDITIONS TO THE HIRER

In addition to the Standard Conditions of Hire of Education Premises issued by Haringey Council, the following Additional Conditions will apply:

1. With effect from January 2011 the Hirer will pay an hourly rate of £45 (Monday- Sunday). The Governors will review this rate from time to time.
2. The Hirer will pay a deposit of £50 under separate cover to cover the excess on the accidental damage insurance cover provided by the London Borough of Haringey.
3. The Hirer must vacate the premises by the end period as stated on the Permit Offer. Failure to vacate by the said time will result in the loss of deposit.
4. School clubs will incur a 10% increase in fees for the next invoicing period if payment of invoices is not made within 14 (fourteen) days of the invoice date.
5. The numbers of people attending at any one time must not exceed by more than ten per cent (10%) the numbers indicated in the Application for Hire. Failure to comply with this condition will result in the immediate termination of the event without payment of any refund.
6. The following areas of times are specifically excluded form the hirer: The kitchen, the playground, the school's electrical equipment (eg. Music centre).
7. The hire includes use of the toilet facilities and cloakrooms agreed by the school but no other areas.
8. The hirer must have proper regard for the neighbouring residents and ensure that noise levels are reasonable.
9. At any time during the hire, the headteacher or an appointed deputy may ask the hirer to comply with any or all of these and Haringey Council's Conditions of Hire. Refusal to do so may result in the hire being terminated immediately on health and safety or environmental health grounds.
10. No smoking is permitted throughout the school buildings at all times.

NOTES ON HIRE OF HALL FOR BIRTHDAY PARTIES

The following notes may prove helpful for anyone hiring the hall for a birthday party. The on-site officer opens up the hall half an hour before the let is due to start. *He will meet you at the gate near the reception playground.* You can go in then to get organized. If you tell him how many tables and chairs you need, he will set them out for you at the top of the room.

USE OF THE PLAYGROUND IS NOT PERMITTED
USE OF THE SOUND SYSTEM IS NOT PERMITTED
USE OF THE KITCHEN AREA IS NOT PERMITTED
FOOTWEAR MUST BE WORN AT ALL TIMES

Half an hour is allowed at the end of a let for clearing up. The on-site officer will put away tables and chairs but you will need to wipe tables and sweep floor (brushes and dustpan provided).

Please be aware that parties may be starting immediately after yours, so you need to encourage collecting parents to go promptly!

There is lots of space for all the traditional games; some soft balls are useful. Please note: use of the playground area for games/sports is not permitted.

Here is a list of things you may need to bring with you (in no particular order)

Music and music player	Soft balls
Large balloons	Any props for games (e.g. potatoes and spoons)
Party bags	Prizes (if any)
First aid kit and plasters	Black bags for rubbish
J cloth/kitchen roll	Scissors/sellotape
Matches and knife (for cake)	Paper plates etc.

NB. Please tell us if you are planning any unusual entertainment. **Bouncy Castles are NOT permitted.**

If you have any further useful hints that can be passed on to other parents, please let me know and I'll update this sheet.

Date.....

Dear

Thank you for your hall hire enquiry. I am pleased to advise the availability of your requested date of hire. You will need to arrive at the hall to start setting up by xxx and leave after tidying away by xxx.

Please find enclosed our Hire of Education Premises Agreement, which also serves as a Permit to hire the requested facilities.

This agreement needs to be signed by you and returned to me via the school office together with:-

Deposit of £50 – Cheque made payable to 'Tetherdown Primary School' (this cheque is held in trust until after the party. Should there be no damages, then this cheque is returned to you or I can destroy it.)

Payment for Hire of £90 – Please pay using Parentpay www.parentpay.com

Please print and attach the confirmation of payment receipt from Parentpay and return with the deposit cheque and agreement form.

The booking is not confirmed until the above items are returned to me and we have received confirmation from the office that payment for hire fee of £90.00 has been received.

XXX will meet you at the Reception playground where the two lanes meet to let you in and help set up tables and chairs.

Kind regards

Appendix 7

PERMIT NO. xxx
 HARINGEY COUNCIL
 EDUCATION SERVICES

Tetherdown Primary School Grand Avenue, Muswell Hill, N10 3BP

Ernie Cox 07580 576147(Site Manager)
Nnamdi Onubogu 07580 010195 (Assistant Site Manager)

Email: businessmanager@tetherdownschool.org

CONFIRMATION - HIRE OF EDUCATION PREMISES

To: XXXX (applicant)

With reference to the Hire of Education Premise Agreement dated XXX 2015, I confirm that you may use the hall as detailed below, for the purposes of a birthday party on the day and time shown below. This permission is granted subject to:

- a) Haringey's Standard Conditions and Tetherdown's Additional Conditions of Hire of Education Premises are duly observed and performed
- b) The hire charge and deposit being received at least 72 hours before the proposed hire date.
 (RECEIVED)

Rooms/areas		
Hall		
Dates(s)	Start time (including 1/2hr set up)	Finish time (including 1/2hr pack up)
XXXX 2015	XXXX	XXXX
Amount Charged	£XXX	
Contact number of hirer for the party	XXXX	

Fire Alarm and Evacuation Procedure

If a fire has been discovered raise the alarm and notify the school office of the location of the fire.

The fire services are to be called immediately. Dial 999.

[Should the alarm be activated in a non-controlled situation the Fire Brigade will be summoned via electronic communication with the alarm system. Admin staff will also alert the Fire Brigade on hearing the alarm unless otherwise advised.]

Fire evacuation drill	
Step 1	On hearing the alarm (a repeating electronic beeper similar to playtime sound), line the pupils up quickly and quietly. Lifts are not to be used. Adults / children requiring the lift should convene at the nearest CALL POINT.
Step 2	Follow the fire evacuation plan and walk to LOWER PLAYGROUND (A) If directed by the Headteacher staff and children will assemble off site at St James' Primary School (B).
Step 3	Ensure children line up in register order. Take the register and if anyone is missing alert the Headteacher or Deputy Headteacher
Step 4	Hold up your register when completed.

DO NOT UNDER ANY CIRCUMSTANCES RE-ENTER THE BUILDING UNTIL ADVISED.

SWEEPERS Any member of teaching support staff	<ul style="list-style-type: none"> • Check the floor you are working on i.e. Yellow, Blue, Green and Red has been completely evacuated (toilets, all rooms and fire exits). • Alert the Headteacher or Deputy Headteacher if anyone is missing
ADMIN TEAM	<ul style="list-style-type: none"> • Final exit doors to be opened in direction of travel and closed as leaving the building • Handout registers to class teachers • Check the fire roll list (staff and visitors) • Alert the Headteacher or Deputy Headteacher if anyone is missing • Ensure all visitors to site are notified of our fire procedures
TEACHERS	<ul style="list-style-type: none"> • Take/call the register • Hold the register up in the air when completed to indicate all children are present • Alert the Headteacher or Deputy Headteacher if anyone is missing
PREMISES ASSISTANT	<ul style="list-style-type: none"> • Regularly check that full fire exit signs and procedures are in place • Test the fire alarm regularly on a Tuesday at 8.15am at different call points each week

- All members of staff are responsible for knowing their quickest route out of the building.
- Evacuation Procedures are displayed in each room
- Fire drills will take place on a regular basis.
- Fire equipment checks take place every 6 months.