

Rokesly Junior School

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Lettings Policy



Ratified By Governing Body
Signed on Behalf of the Governing Body:
Date:

Rokesly Junior School

Lettings Policy

1. Introduction

The Governing Body regards the school buildings and grounds (which are owned by the London Borough of Haringey) as a community asset and will make every reasonable effort to enable them to be used as much as possible.

However, the overriding aims of the Governing Body with regard to lettings are:

- to support the school in providing the best possible education for its pupils
- to maintain the good condition of the premises
- to support the community cohesion of the local area
- to maintain the good name and reputation of the school
- to maintain good relations with the schools neighbours
- to support the financial interests of the school

Any lettings of the premises to outside organisations will be considered with these factors in mind.

2. Definition of a letting

A letting may be defined as:

“Any use of the school buildings and/or school grounds by parties other than the school for its curricular and extra curricular activities. These may be a school partner, for example the PSA, a community group such as the YMCA, or a commercial organisation.”

The following activities fall within the corporate life of the school. These activities are not considered to be lettings and costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

- Governing body meetings
- Extra-curricular activities for pupils organised by the school
- School performances
- Family learning
- Parents' Consultation Evenings

3. Priority for lettings and appropriate types of lets.

School activities such as those mentioned above will take priority over other non-school activities.

When considering applications for lets from outside groups, consideration will be given to whether the activity proposed is appropriate for a primary school site and an assessment made of whether it is in keeping with the ethos of the school and will maintain the reputation and good name of the school.

The following activities are examples of activities not considered to be appropriate for lettings as they are either not deemed to be compatible with the ethos of the school, not conducive to good relations with the school's neighbours or are not able to be accommodated within the school's facilities.

- Commercial activities with little potential to generate income or support for the school
- Activities promoting gambling

- Events with excessively loud or amplified music

Lettings to political and faith groups: the Governing Body has agreed that the school will not exclude lettings to these groups subject to the general lettings policy and conditions and additionally on condition that they do not promote or endorse extremist or offensive views or unlawful activity.

Any let to a political or faith group should be carefully assessed with regard to the appropriateness of their activities and the overriding aims of this policy as laid out in the introduction. Lets to these groups will be charged on a commercial basis.

4. Types of Lettings

The Governing Body has agreed to define lettings under the following categories:

- School Lettings: activities for pupils or their parents and carers that provide educational benefit to pupils, which should be charged on the basis of full cost recovery. If these activities are organised and operated on a commercial basis, the School reserves the right to charge on a cost plus income margin for the school.
- Community Lettings: other community activities which should be charged on the basis of full cost recovery
- Commercial lettings, which will be charged on cost plus an income margin for the school.

5. Charges

The Governing Body is responsible for setting charges for the letting of the school premises. These are set out in the Schedule of Charges in Appendix One. The Governing Body will review the scale of charges every three years. Existing charges will be deemed to be in effect unless the Governing Body approves changes or if there is a change to Site Manager overtime costs, which would then be substituted. Details of current charges will be provided in advance of any letting being agreed.

For the purpose of charging, the Headteacher is empowered to determine to which group any particular individual or organisation belongs. The basis of charging will be determined by the purpose for which a letting is arranged.

Receiving payments: only the school Office is permitted to receive payments for lets. A duplicate receipt must be issued to the hirer, and the money so received deposited in the school safe as soon as possible. The School Office then records this money in the school financial records as lettings income when the weekly banking is done.

Discounts and subsidies: The Headteacher must agree to any discount or subsidy for any lettings.

Regular lets (i.e. weekly or monthly): If an organisation wishes to hire the premises on a commercial basis for a regular activity then a discounted rate may be negotiated so as to secure their custom. There must still be a profit margin for the school.

The school is constrained by law to apply value added tax to all transactions where this is appropriate. The letting of rooms for non-sporting activities is exempt of VAT, unless the let includes the use of facilities such as kitchen facilities, which forms a major part of the let, and this is then standard rated. Sports lettings are subject to standard VAT, unless it is for a series of lets meeting certain conditions (details of which can be obtained from Haringey Council) in which case it is exempt.

The minimum hire period will be one hour. The school reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.

The school will seek to recover any cost incurred by the school that are unavoidable and result directly from the cancellation of a letting. The timescale and charges for cancellations are set out in the Standard Conditions of Hire (Appendix Two).

6. Letting times, available facilities and equipment

Times:

Mon-Fri during term time: 8am – 9am and 3.30pm - 10.00pm

Mon-Fri during school holidays: 8am-10.00pm

Saturday: 9am-10pm

Sunday: 9am-10pm

Lettings will not normally be accepted on Public Holidays. During the months of July and August bookings for lettings will be limited because of the annual school deep clean.

Facilities: only cold food can be served as there are no kitchen facilities available for hire. See the Standard Conditions of Hire for full details of other facilities and equipment available.

Variations to these facilities and times will be subject to the approval of the head teacher.

7. Conduct of users

Children must be supervised at all times within the building and grounds. The hirer will be responsible for ensuring the good behaviour of all those attending the function, including keeping noise at a reasonable level.

Full details of acceptable conduct are set out in the Standard Conditions of Hire (Appendix Two).

8. Security

The Headteacher has delegated authority to determine the security risk for each letting. The Site Manager is responsible for assessing the security risk from events and implementing appropriate control measures. When the premises are let after 6pm or at the weekend all areas not agreed to, as part of the let will be locked.

9. Management of lettings

The Governing Body has delegated overall responsibility for lettings to the Headteacher in accordance with the Governing Body's policy. Where appropriate, the Headteacher may delegate all or part of this responsibility, such as security, child protection to other members of staff, whilst still retaining overall responsibility for the lettings process. The Site Manager is responsible for the day to day running of lets and the school business manager is responsible for handling enquiries about them.

10. Considering applications for lettings

Organisations seeking to hire the school premises should approach the school office. Details of charges and conditions of use should be given or referred to and the person shown the available facilities.

The Headteacher will decide on the application with consideration to:

- the priorities for lettings agreed by Governors and set out in the school's lettings policy (part 4 above)
- the availability of the facilities and staff
- the schools equal opportunities, health and safety, child protection policies and the headteacher will have discretion to negotiate additional terms as appropriate
- health and safety considerations such as numbers of users, type of activity, etc.
- the security and good order of the school premises.

11. Issuing a Lettings Contract

If the interested party decides they wish to proceed with the let, they must then fill in the 'Application for Hire of School Premises' form (Appendix Three) and be given a copy of the 'Standard Terms and Conditions of Hire'. The completed application form must then be returned to the school for consideration.

Once a letting has been approved in principle the hirer will be contacted to come to the school where the 'Hire of School Premises – Offer' form must be filled out by the hirer and a school representative, signed and returned to the school. The school must be in receipt of a signed copy of this document and have received full payment of the hire charges before a letting takes place.

The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges. Payment must be made in advance in order to reduce any possible bad debts and or a deposit to cover damage. If paying by cheque, payment must be made at least 10 working days in advance.

An official receipt will be issued for all payments received. All lettings fees received will be paid into the school's bank account. The income and expenditure relating to lettings should be clearly recorded by the school and reported under the guidelines for Consistent Financial Reporting.

The Headteacher on behalf of the Governing Body has the right to refuse or impose terms on an application, and no letting should be regarded as "booked" until approval has been given in writing and payment received in full. **No reason needs to be given for the headteacher's decision to refuse a letting. The Head teacher's decision is final and no appeal can be made to the Governing Body.**

Appendix One: Schedule of Charges.

Schedule of Charges:

Type of let	Hourly rate Mon-Sat	Hourly rate Sun
School let	Small meeting £28 Celebration £32	Small meeting £30 Celebration £34
Community let	Small meeting £28 Celebration £32	Small meeting £30 Celebration £34
Commercial let	£45	£45



www.rokeslyschools.org.uk

STANDARD CONDITIONS OF HIRE OF SCHOOL PREMISES

Subject to the acceptance, observance and performance of these conditions the School hereby licenses and authorises the Hirer (his servants and agents and all persons duly authorised by him) to enter upon and use such parts of Rokesly Junior School, Rokesly Avenue, London N8 8NH (hereinafter referred to as “the Premises”) as are described on the “Application for Hire of Education Premises” Form for the purposes mentioned and for the period specified therein.

1. APPLICATION FOR HIRE

All applications for hire shall be made on the official “Application for Hire of Education Premises” Form and shall provide all the information requested therein.

The Hirer shall not use the premises for any purpose other than that described on the Application Form and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or any insurance policies in respect of the premises.

For regular Community lets, the School requires the Hirer to provide their Safer Recruitment and Safeguarding Policy, their Health and Safety Policy and documentary evidence of DBS checks completed for staff members.

The School reserves the right to refuse any application for hire if it is of the opinion that either the Hirer or the purpose of hire is unsuitable.

2. INSTRUCTIONS

The Hirer shall comply with all reasonable instructions and requests of any duly authorised officer of the School relating to the use of the premises and conduct therein including any instructions which may from time to time be published by notice or otherwise on the premises.

The Hirer shall use only those means of access and egress to the premises as are, or may be, designated on the date of hire.

3. **SUPERVISION**

The Hirer shall, during the period of hire, be responsible for supervision of the premises, the fabric and the contents, their care, safety from damage however slight or change of any sort and the behaviour of all persons using the premises whatever their capacity.

The Hirer shall pay to the School on demand an amount for any damage (fair wear and tear excepted) done or occasioned to the premises or to any property thereon by the Hirer, his servants or agents, or by any persons under his care and control or supervision.

The School shall not accept any responsibility or liability in respect of any loss, theft or damage of or to any goods or property of the Hirer or of any other person left, deposited or brought onto the premises.

4. **PERSONAL INJURY/INDEMNITY**

The Hirer shall indemnify and keep indemnified the School from and against all claims, demands, actions or proceedings in respect of any loss, damage, death or injury caused to any person arising from the hiring of the premises, otherwise than as a result of the negligence of the School, its servants or agents, to the extent that the same is not covered by the policy of insurance effected by the School referred to in the "Insurance Indemnity" Form which the Hirer has signed (see application for hire of education premises form).

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

5. **LICENSE / REGULATIONS**

5.1 The Hirer shall be responsible for obtaining any licenses or permits or other permissions required whether for the sale or supply of intoxicating liquor, from the Performing Right Society, or otherwise and for the observance of the same.

5.2 The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, the School, the Local Magistrates Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

5.3 The Hirer shall indemnify and keep indemnified the School against all claims, demands, actions or proceedings in respect of any infringement in relation to sub-paragraphs 5.1 and 5.2 above and in particular in respect of any infringement of copyright due to any unauthorised performance or use of copyright material at or upon the premises.

6. **VACATION OF THE PREMISES**

6.1 At the end of the hiring, the Hirer shall be responsible for leaving the premises and surrounds in a clean and tidy condition, properly locked and secured unless directed otherwise, and any contents temporarily removed from their usual positions properly replaced, switching off all lights and electrical appliances.

6.2 If the Hirer is in breach of sub-clause 6.1 above the School shall be at liberty to make an additional charge.

7. **CHARGES**

7.1 The charges for the hire of the premises or any part thereof shall be fixed by the School from time to time in accordance with the schools Lettings Policy. Hirers shall be advised of the charges payable when receiving written confirmation of booking from the School. A refundable deposit of £50 as surety against damage or any other incidental cost, for example additional cleaning or caretaking costs is also payable.

7.2 The total hire charge shall be paid at least 7 days prior to the date of hire (or 10 working days prior to the date of hire if payment is by cheque). In the event of an Application being made less than 14 days prior to the date of hire, payment in full must accompany the completed Application Form.

7.3 Notwithstanding clause 7.2 above the School reserves the right to demand payment of the total hire charge at any time if it considers that the circumstances so warrant.

The period of hire includes the time required by the Hirer to prepare the premises for the purpose of the hire and to clear and clean up afterwards in accordance with clause 6 above.

7.4 The School reserves the right to vary the hire charges at any time. In such circumstances the School shall endeavour to provide at least 14 days' notice to the hirer.

7.5 A late fee shall be payable in respect of each hour or part of an hour that the premises are used by the Hirer after the finishing time as stated in the "Application for Hire of Education Premises' Form.

8. **HEALTH AND SAFETY**

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

Any equipment supplied by the Hirer shall be safe and fully operational. The School reserves the right to inspect (and to levy an additional charge for so doing) and remove any equipment found to be faulty and/or unsafe or dangerous.

It shall be the responsibility of the Hirer to familiarise himself with the location of all entrances and exits to and from the premises including all fire and emergency exits and the location of any fire fighting equipment. The Hirer shall ensure that all entrances and exits are free of obstruction and can be safely used and that there are no obvious fire

hazards on the premises.

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

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

There shall, in addition to the Hirer, be a minimum of two competent attendants on duty on the premises to assist people entering and leaving, where there are up to 300 persons present during the period of hire and one additional attendant per each additional 150 persons, or parts thereof none of whom shall be less than 18 years of age. If most of the audience is under 16, the number of attendants shall be not less than 1 for every 100, or part of 100, people. All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the fire fighting equipment available, and how to call the Fire Brigade and evacuation procedures.

9. **CANCELLATION**

9.1 The School reserves the right to cancel any booking for hire or to vary the details of a booking where circumstances so warrant. All monies paid in respect of a booking cancelled under this condition shall be refunded to the Hirer but the School shall not be liable for any other expenditure incurred or loss sustained directly or indirectly by the Hirer as a result of such cancellation/variation.

9.2 The Hirer may cancel any booking for hire more than 14 days before the date of hire but shall be liable in such circumstances to pay an administration fee of 10% of the total hire charge. Where the cancellation is within 14 days of the date of hire, the Hirer shall be liable to pay a cancellation fee of 25% of the total charge and where the cancellation is within 7 days of the date of hire the Hirer shall be liable for a cancellation fee of 50% of the total hire charge.

9.3 In the event of a cancellation under 9.2.above the School shall endeavour to rehire the premises and a refund of the hire charge (minus a 10% administration fee) shall be made if the School is successful in rehiring the premises for the cancelled period of hire.

9.4 In the event of a cancellation by the Hirer as a result of the premises or any part thereof being unfit or rendered unfit for the use for which it has been hired the School shall not be liable to the Hirer for any resulting loss or damage whatsoever.

10. **TERMINATION**

In the event of the Hirer failing to observe and perform or failing to cause to be observed and performed any of the conditions herein the School may, after giving notice in writing to the Hirer of the breaches of the conditions and without prejudice to any right of action which it may have against the hirer, forthwith terminate the Hiring Agreement. In these circumstances the Hirer shall forfeit to the School any deposit or other payments made and any payments due to be made by the Hirer shall be paid and the Hirer shall have no claim against the School for any damage or loss

sustained in consequence of such termination.

11. **LICENCE**

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

12. **AMENDMENT**

The School reserves the right to vary or amend these conditions at any time in its absolute discretion. The Hirer shall be notified accordingly in writing and the variation or amendment shall then be binding upon the Hirer.



Application for Hire of School Premises

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 charges and who shall give the indemnities required by the Standard Conditions of Hire. The Application must be returned to the contact person at the school no less than 28 days before the date of the proposed hire. The full hire charge must be paid in full not less than 7 days before the date of the proposed hire or not less than 10 working days if payment is by cheque, in accordance with condition 7 of the Standard Conditions of Hire.

1. Details of Hirer

Name and Address:

Name of Authorised Representative (if different to above):

Contact telephone number:

2. Hiring Details and Requirements

Purpose of Hire: _____

Date and day of Hire: _____

Start time: _____ Finish time (including cleaning time): _____

If ongoing, state how often (weekly/monthly etc): _____

Number of Adults Expected: _____ No. of Children: _____

Rooms/areas required:

Other facilities required (e.g. chairs, piano, kitchen etc):

Declaration and Insurance Indemnity

I hereby apply on behalf of: _____

For the hire of premises at Rokesly Junior School, Rokesly Avenue, London N22 8NH

I have read and agree to be bound by the Standard Conditions of Hire 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 permission or occupation of the premises or any part thereof nor any right, license or liberty save as expressly granted.

I acknowledge that the London Borough of Haringey has effected a Policy of Insurance in respect of the use of Educational 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 for accidental damage to the premises and contents therein in accordance with the Standard Conditions of Hire up to a limit of £500,000 for any one incident, with an excess of £50 for each and every claim, provided that immediate notice is given in writing to the London Borough of Haringey, Insurance Section, 10 Station Rd, 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 the School and the Council from any and against all loss, damages, expenses or charges which the School or the Council may sustain or incur in respect of any matter arising out of the hiring of the premises, or the Conditions relating thereto in so far as the same are not covered by the said policy of insurance effected by the School or the Council or the obligation to give notice of any accident etc as aforesaid is not fulfilled by the Hirer, and to pass to the School or the Council at its offices on demand all such sums as may be payable by reason of this indemnity.

I hereby declare that I am authorised to sign as, or on behalf of, the Hirer.

Signed: _____

Name (please print): _____

Position: _____

Duly authorised to sign on behalf of the Hirer.

Date: _____



Hire of School Premises – Offer

To: _____(applicant)

With reference to your application dated _____ I am informing you that you may use the accommodation at these premises on the dates and times shown in the application. This permission is granted subject to the following conditions:

1. All the regulations and conditions made by the School and the London Borough of Haringey which were attached to the Application for Hire form which you have completed.
2. All the regulations and conditions of the Standard Conditions of Hire being duly observed and performed and being continued to be observed and performed for the duration of the hire.
3. This form being signed where indicated below and returned to the School at least seven days before the proposed hire.
4. Only those rooms, areas and facilities which were detailed in the Application for Hire form being used during the course of the hire.
5. The premises being used only for those purposes which were described in the Application for Hire form.
6. The sum stated below being paid to the School

Total cost of hire: £ _____

(Cheques to be made payable to: Rokesly Junior School)

This offer is made by : _____

Headteacher: Mrs. Bola Soneye-Thomas

Date: _____

Being a duly authorised representative of Rokesly Junior School.

I accept the offer of accommodation as made above and have read the "Standard Conditions of Hire of School Premises" document and agree to be bound by all the conditions contained and referred to therein.

Signed: _____

Name: _____

Date: _____