

Lettings Policy

Introduction

The Governing Body of Emmanuel CE Primary School is keen for the premises at our school to benefit the whole local community. The education of children is the prime purpose of our school; however, we believe education is a lifelong process which should be open and accessible to all. This policy sets out the facilities available; the charges and the responsibilities of the Governing Body; and the users when the school premises are hired.

Hirer may be restricted by HMRC VAT regulations as per Camden's VAT on lettings guidance (see Appendix One) and the terms of the school's section 106 planning regulations.

The use of our school premises at all times is under the control of the Executive Head teacher, Head of School and the Governing Body of Emmanuel. (Education Act 1986, sect.42 no.2) and any lettings are made at their absolute discretion

Our lettings policy operates within the framework of the London Borough of Camden's Equal Opportunities Policy and the Emmanuel School Mission statement.

The Equality Act 2010 applies throughout this policy and will be adhered to throughout all stages of our lettings procedure. Having regard to our duty under the Equality Act 2010 (but without prejudice to our duties under the Representation of the People Act 1983) the Governing Body will not let the school premises to organisations whose purpose is, amongst other things, to encourage racial discrimination and/or disharmony between persons of different religious/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 to the premises, or neighbouring premises, and any nuisance that may arise, as a result of accepting the booking. It will also consider any disrepute to the school, LDBS or local authority that may arise as a result of the letting.

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. Hirers should ensure they have fully read these terms and conditions before submitting any application.

The suitability of each booking will be discussed and decided upon by the Executive Head teacher, Head of School and the Governing Body of Emmanuel. In doing so, they will consider and give priority to groups such as:

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- parents attached to the school
- people living in the school's local community
- groups associated with the Parish of Emmanuel
- voluntary organisations
- single parent support groups
- self-help groups
- women's groups
- people with a disability
- ethnic minority groups
- low income groups
- children's & youth groups

The final decision on compliance lies with the Executive Head teacher, Head of School and the Governing Body of Emmanuel.

Terms

Once the Hirer has accepted a permit to use the school premises, they are automatically bound by all terms and conditions of usage of the premises. The Governing Body have the right to vary these terms and conditions at any time.

The person signing the application form, on behalf of their organisation, (then known as the Hirer) is personally responsible for ensuring that all terms and conditions of our lettings policy are adhered to.

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.

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 and equipment shall be brought on to the premises at the sole risk of the owner.

The Hirer must make sure that all users are aware that they are solely responsible for the security of their personal property. If tickets are issued for any event, this statement should also be printed clearly on the ticket.

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 Governing Body within 24 hours of the event. Any further information required by the Governing Body must be made available on request.

Licences are issued by the local authority and are usually required for:

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- Any function at which alcohol is sold;
- An entertainment advertised to the general public, whether on payment or otherwise.

Licences are not required for:

- Bazaars, jumble sales, car-boot sales, bingo etc where the proceeds are for the school;
- Wedding receptions, private parties.

Copyright consent for music may be obtained from the Performing Rights Society.

The Hirer and the guarantor shall indemnify and keep indemnified the Council, Education Committee or the Governing Body from and against all costs, claims and demands which may be made against the Council, Education Committee or the Governing Body for any breach or infringement of copyright.

The Governing Body may cancel any permission granted to use the premises:

- a) If it should appear that the same or any part thereof will be required for public or official purposes whether of the Local Authority or Governing Body or otherwise or by anybody or person having a statutory right of user.
- b) If any damage has been caused to the premises or to any property of the LA thereon by reason of any previous use of the premises by the person or body now wishing to use the premises.
- c) If the Hirer breaches the requirements of the Local Authority's licensing conditions in connection with public dancing, music or other public entertainment occur.
- d) If, for any reason, the Local Authority Committee or the Governing Body deem it necessary or expedient to cancel the license or permit.
- e) If, for any reason, the school is closed, no compensation shall be payable by the Local Authority 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 LA or the Governing Body will be refunded unless the cancellation is by reason of damage having been caused.

No person under the age of 16 years is permitted on the premises without adequate adult care and supervision.

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

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

No additional staging, curtaining or scenery may be erected without prior consent of the school.

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 to the Hirer after inspection and will remain the Hirer's responsibility during the letting.

If the terms and conditions of hiring are contravened in any way, the Governing Body reserve the right to cancel any permission for further use and will inform the Hirer in writing. In such event, the Hirer will not be entitled to any compensation or refund of any payment made in respect of such use.

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.

All Hirers will adhere to Emmanuel CE Primary School policies where applicable which have been agreed and approved by The Governing Body and which are regularly updated in accordance with statutory requirements. The School will make copies of any updated policies available to the Hirer as soon as possible.

Discounts are available for group bookings and parents. Please contact the office for more details on 0207 431 7984.

Conditions of Usage

Booking Procedures

- a) Applicants should fill in an application/booking form and return it to the School office for approval.
- b) The person signing the application form (then known as "the Hirer") is responsible for all aspects of the let.
- c) 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.
- d) A signed application does not guarantee the booking will be granted.

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- e) Where the application for a 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.
- f) The Hirer should then pay the booking invoice, in full, 14 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 in cash. Failure to pay the invoice and returnable deposit (where required) will result in the application for the let becoming void.
- g) Block bookings will be invoiced and payable a term in advance.
- h) Where deposits are paid, the Hirer must ensure that he/she meets the representative of the Governing Body (usually Site Service Officer or School Business Manager) and signs for the conditions of the building on arrival. At the end of the hire period, the Hirer is responsible for agreeing and collecting the Certificate.
- i) Where applicable, the Certificate must be presented to the Site Service Officer, within 48 hours (72 hours if the let takes place at the weekend) after the let in order to claim back any refund. Failure to do so will mean that the deposit is not returnable.
- j) 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 £20.00 will be payable. The Hirer must not presume that any amendment will automatically be agreed. Confirmation of any amendments will be sent to the Hirer in writing.

Insurance

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.

The Hirer must arrange public liability insurance:

- a) to protect the Hirer against third party claims for loss, damage, injury or death arising out of the use of the premises for not less than £2 million, and
- b) to provide an indemnity cover in respect of damage to the premises hired for not less than £2million where such damage can be attributed to the negligence of the Hirer or his/her employees or agents;
- c) indemnity should be extended to include the governing body of the school.

The Hirer shall indemnify the Governing Body of the School against:

- a) all claims, loss, damage or injury which may be brought against or suffered by the Governing Body arising from or in consequence of their hiring of the school premises or equipment;
- b) the cost of reinstating or replacing any part of the premises or any property which shall be damaged, destroyed or removed during the period of the hiring of the premises;
- c) any infringement of copyright which may occur during the hiring (if applicable).

Liability

The Governing Body shall not be liable for any loss or damage caused to the Hirer or to any other person as a result of:

- a) any failure or defect or want of repair in any of the fixtures, fittings, furniture, equipment or appliances belonging to the school or Local Education Authority at the school;
- b) any failure or interruption in the supply of water, gas or electricity to the accommodation; or any defect or want of repair in the premises or in the means of access to the premises; or
- c) any theft or malicious or accidental damage to or loss of any property of any person taken or left at the premises.

Health and Safety

The Hirer will adhere to all Health and Safety requirements as required by the school. The Hirer is responsible for ensuring that all people using the school premises during the hire period are aware of exits, emergency exits and that the Hirer's staff know the location of fire-fighting equipment. The Hirer is also responsible for providing a first aid kit and ensuring a qualified first aider is available on site.

No exits or corridors may be blocked or fire-fighting equipment removed.

Alcohol

No alcoholic drinks may be consumed or brought onto the premises unless written permission has been applied for and received from the Governing Body. No alcoholic drinks may be sold without a magistrate's license, and this must be shown in advance

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to the Governing Body. Safety regulations require that no alcoholic drinks are stored or consumed in the kitchen area.

Smoking

The school's No Smoking Policy must be adhered to at all times. Smoking is not permitted anywhere inside or around the surrounding parameters of the school building.

Advertising

No advertisements, emblems or slogans shall be displayed outside the school premises without the prior written permission of the Governing Body.

The Hirer shall remove from inside the premises any advertisement, emblem or slogan if, in the opinion of the Governing Body, it is unlawful, unseemly, likely to lead to a disturbance or expose the premises to undue risk of fire.

Fixtures and Fittings

No furniture or apparatus is to be used without prior permission from the Governing Body. Any movement of furniture required must be undertaken by the Hirer under the direction of the Site Service Officer.

No fixtures or fittings or other objects shall be driven into the fabric or furnishings, or affixed to them, without the prior written agreement of the Governing Body.

The movement of school furniture and equipment from room to room is not permitted, unless previously agreed. The use of all equipment and apparatus is subject to the prior written agreement of the Governing Body.

Hirer's Apparatus / Equipment

The Hirer shall obtain agreement from the Governing Body to store or bring any apparatus or equipment onto school premises.

The Hirer shall ensure that such apparatus or equipment is removed within such time as the Governing Body may allow. Any property not so removed may be removed by the Governing Body at the Hirer's risk; the cost of such removal, together with any storage charges incurred by the Governing Body, shall be recoverable from the Hirer.

Hire numbers / Access Arrangements

The Hirer shall not allow on the school premises more than the number of persons stated in the application form.

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There is no access whatsoever into the main school kitchen. Access to the kitchenette in the main hall can be provided at an additional charge.

The authorised Hirer is responsible for those attending the hire and in particular for leaving the site in a quiet and orderly fashion by the time stated in the booking agreement.

Cancellation

- a) Occasional bookings: The Hirer must give at least 4 weeks' notice of a cancellation.
- b) Block bookings of a term or longer: at least one month's notice of cancellation to be given by the Hirer or Governing Body.
- c) If the Governing Body consider it likely that any one of these conditions will not be complied with by the Hirer, the Governing Body may terminate the hiring forthwith by written notice to the Hirer.
- d) If, during the Hire period, any Governor, the Headteacher or any other authorised member of staff who may be present is of the opinion that any of these conditions have not been complied with or that disorder, damage to property or an illegal act has taken place or is threatened, that person may summarily terminate the hiring by oral notice to the Hirer, or (in his/her absence) to any other person or persons apparently in control of the proceedings, whereupon the premises shall be vacated forthwith.

In the event of the hiring being cancelled under either c) or d) above the Governing Body shall be under no liability to refund any payment made for the hiring or to compensate the Hirer or any other person for any loss or damage sustained in consequence of the cancellation

Where notification is given within the required period the Governing Body at least 4 weeks prior to the date of a block booking let, the booking charge will be refunded in full. Your custom will be welcomed again at any time in the future.

Where notification is given to the school between 2-4 weeks prior to the arranged date of the let, the Hirer will be entitled to a 50% refund only. In the case of a block booking being cancelled this will equate to 50% of the charge for the remaining weeks of that term.

Where notification of cancellation is given less than 2 weeks prior to the arranged date of the let, the Hirer will not be entitled to any refund. In the case of a block booking being cancelled with less than 2 weeks' notice the Hirer will not be entitled to any refund for the remaining weeks of that term.

Where a cancellation is made by the Governing Body of the school, 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:

- The above conditions apply for cancellation of total or part of a booking.
- 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.

General Terms and Conditions

The Hirer is responsible for the protection of the premises from damage, for the good behaviour of all associated users, and ensuring that alcoholic drinks, where permitted, are consumed in moderation when brought onto the premise for a function.

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.

No school staff are permitted to accept hospitality gifts, either cash or in kind, at any time. We request that no gifts of this nature are offered.

No litter of any kind is to be left or thrown on the premises. It must be gathered in appropriate refuse bags and disposed of in the bins located in the car park.

The Hirer will adhere to all aspects of the lettings policy at all times through the procedure of applying for and accepting a let on our premises.

All children will be supervised at all times by their parents/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 1989, including those of registration with the relevant registering body.

The school will only allow use of the School premises by other organisations schools outside of school hours for the purposes of providing supplemental schooling if the organisation can provide

- copies of child protection policies and procedures and the school accept these as adequate;
- evidence that they have followed safer recruitment practices and that their staff have the requisite DBS checks

No stiletto heels or similar objects are allowed on the soft crumb area of the playground.

No food or drink is allowed in any area except designated social areas, unless prior written permission has been granted.

Emmanuel CofE Primary School should be reasonably satisfied that the Hirer is able to manage the let in accordance with adequate care, health and safety and safeguarding procedures before agreeing to accept the booking.

If the school does not feel that satisfactory management procedures will be in place during the let they are entitled to refuse the booking application.

Administration Charges

Any amendment to a booking must take place at least 14 days prior to the let and will be at a cost of £20.00. 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 Governing Body

Booking Times

- a) There will be no access to the premises before the commencement of the period. Hirers must allow sufficient time for preparation before the event when booking the time of the let, and the cost for preparation time is charged at the usual rate.
- b) 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 premise by the end of the booked period, which is charged at the usual rate.
- c) Availability of premise is negotiable. Please contact the school to find out the current hours of access.

Long-term hires

Long-term, regular hirers will receive an annual RPI linked increase to their hire charges.

If the school needs to terminate a long-term hire agreement there will be a notice period of two months, or notice will be served in May for hires that renew in September.

At the beginning of each academic year long-term hirers will be asked to prove that current public liability insurance cover is in place, adequate safeguarding policies are in place, they have followed safer recruitment practices and their staff have the requisite DBS checks.

Security

For one-off events, the school will provide a member of the team to manage the security of the building. They will be looking after the school by opening/locking up, deactivating and setting alarms, setting up the space as per the requests of the Hirer's booking form, demonstrating any technical equipment/AV to the Hirer and generally being on hand to answer any logistical questions the Hirer may have.

Hire Charges

Please see booking form for prices.

Complaint Procedures

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

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

- A representative of the Governing Body (usually the Site Service Officer or Senior Administration Officer) will verbally raise the concern with the named Hirer.
- The situation will be monitored for two sessions to allow the issues to be addressed.
- If the situation remains unresolved, the Hirer will receive written notification of the concern and a further two sessions will be given to allow the Hirer to address the situation.
- If the matter 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 still be terminated immediately.

What if I, as the 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 should be followed:

- Talk to the representative of the Governing Body (usually the Site Service Officer or School Business Manager) and discuss the problem. Allow 5 working days for the situation to be resolved.
- If still unresolved, the Hirer should notify the Governing Body through the Headteacher in writing and allow 5 working days for the situation to be resolved.
- If still unresolved, the matter will be placed on the agenda of the next appropriate committee of the Governing Body. (If the concern needs urgent attention, a special meeting of the Governing Body will be convened.)
- 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 Governing Body detailing the outcome.

What if a third party complains?

If the school receives a complaint from a third party the Governing Body will be notified of the complaint.

The matter will be investigated by a representative of the Governing Body and a written response will be sent to the complainant within 10 working days.

If any further correspondence is received, the matter will be placed on the agenda of the next appropriate Governing Body committee. A final response will then be sent by the Chair of Governing Body explaining the final outcome.

Appeals Procedures

1. If a Hirer has a letting agreement withdrawn, they have a right to appeal to the Governing Body.
2. The appeal should 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.

Additional Conditions for Hirers using the Kitchenette in the hall

The kitchenette must be left clean and tidy after every hire. This means:

1. All surface tops must be cleaned.

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2. Sinks must be cleaned out and wiped dry.
3. All worktops must be wiped down.
4. Floor must be swept clean and mopped if necessary.
5. All utensils used must be cleaned, dried and returned to their original place.
6. The dishwasher must be turned on and emptied at the end of the cycle

You are advised that you must adhere to the times agreed as stated in your letting agreement.

Policy reviewed	May 2024
Agreed review schedule	2 years
Next review due	May 2026

Appendix One

Camden guidance on VAT on Lettings

If a room, hall, building or other accommodation is hired for meetings, conferences, etc., it is normally exempt from VAT. Caretaking and other costs relevant to the provision of the room should be treated as part of the hire costs and should not be subject to VAT.

Heating and lighting costs, if separately identified, should have VAT charged on them.

If the main purpose of the hire is for the facilities provided, not the room, VAT at 20% (current rate) should be charged. This would include letting of the following:

- a) a gymnasium,
- b) a swimming pool,
- c) a storage vault,
- d) a sports pitch, e.g. football, tennis, netball pitches or athletics track,
- e) rooms adapted for sport (floor markings alone do not constitute an adaptation),
- f) a discotheque.

If a sports facility is let for a non-sporting activity, the letting is exempt from VAT.

Single lets of sports and physical recreation facilities for a continuous period of over 24 hours to the same person are exempt from VAT, provided that the person to whom they are let has exclusive control of them throughout the period.

Anyone who lets out a sports or physical recreation facility may exempt the supply from VAT if the facilities are let out for a series of sessions, provided that **all** the conditions below are met:

- a) the series consists of 10 or more sessions, and
- b) each session is for the same sport or activity, and
- c) each session is in the same place (although different pitches, courts or lanes at the same sports ground or premises are acceptable), and
- d) the interval between each session is at least a day and not more than 14 days (although the duration of each session can be varied. Letting for every other afternoon fulfils this condition, but there is no exception for longer intervals than 14 days which arise through closure, e.g. for public holidays), and

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- e) the series is to be paid for as a whole and there is written evidence to that effect. This must include evidence that the payment is to be made in full for the series, whether or not the right to use the facilities for any specific session is exercised. A formal agreement, exchange of letters or an invoice issued in advance requiring payment for the sessions specified on the invoice would be sufficient evidence. Provision for a refund in the event of unforeseen non-availability of the facility would not break this condition, but provision for a refund in other circumstances would, and
- f) the facilities are let out to a school club, association or an organisation representing affiliated clubs or constituent associations (such as a local league), and
- g) the person to whom the facilities are let has exclusive use of them during the sessions.

If **all** of the above conditions are met, the school can decide to make the charge exempt from VAT or pass the benefit to the user by making a lower charge.