



Cranbrook
Primary School

Lettings Policy

Approved by the Governing Body on 22nd November 2018

To be reviewed: Autumn Term 2020

LETTINGS POLICY

Introduction

The Governing Body has adopted the Lettings Policy as set out below. The school recognises that its premises are a valuable resource within the community and welcomes the opportunity to enable others to benefit.

Definition of a School Letting

A letting is defined as “any use of the school building or grounds by parties other than the school”. Use of the premises for activities such as staff meetings, Governing Body meetings or where pupils are supervised by school staff are considered school related and do not require a letting agreement.

Management of Lettings

The Governing Body has delegated the responsibility for lettings to the Headteacher and where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff.

A record of letting will be kept and will include information on users, finance, incidents, accidents, enquiries and any lettings refused.

HIRERS INFORMATION

Please read through these conditions carefully before completing the application form.

The Hirer, who must be over the age of 18 years, must sign both the application form and the conditions of use form.

1. Acceptance of the letting is conditional upon the agreement to accept all lettings conditions and to take all reasonable steps not to infringe the law.
2. In accordance with the “Counter Terrorism and Security Act 2015” which places a duty on all schools to have due regard for the need to prevent people from being drawn into terrorism, our school ensures that all Hirers are vetted through rigorous risk assessment and signed declaration. In addition, lettings involving Speakers or Speeches will be required to complete the Speakers Checklist Declaration (see Appendix 2) and our Lettings Officers are expected to stop any activity which they consider poses a risk of exposure to extremist views or radicalisation.
3. The School’s safeguarding policies and procedures must be consulted and followed when dealing with organisations that work with children or young people, and the hirer must sign the application form to indicate

that this has been done and will be adhered to. These include Health and Safety, First Aid, Child Protection, Behaviour and Discipline, Safer Recruitment and Whistleblowing.

Any adults employed by the hirer must be fully checked in line with Safer Recruitment Procedures and Keeping Children Safe in Education 2018.

4. The scale of fees shall be determined by the Governors of the School, taking into account the cost of providing the letting, including energy costs, the cost of equipment being used, and the purpose for which the premises has been let. The current charges are available on the school website and within this policy. This provides a list of the areas available for hire. The charge for accommodation includes the use of furniture only within the room(s) hired. In the event of the Hirer requiring additional furniture a separate charge may be made according to circumstances.

All fees and refundable deposit are to be paid in advance and evidence of such payment must be available for inspection by the Lettings Officer.

Payment should be made by cheque in advance to Cranbrook Primary School. Please allow 10 working days for cheque clearance.

Charges are calculated at an hourly rate to include time for setting up and clearing away.

5. The Hirer and one other nominated person will be responsible for the letting. Both the Hirer and nominee should ensure that the conditions set out are adhered to. They should make themselves known to the Lettings Officer at the start of the letting and notify them at the end of the let.
6. The Hirer shall not sublet the premises.
7. Designated school staff may inspect the premises at any time during the let.
8. The Hirer shall only use the accommodation for the purpose and numbers stated on the booking form. Our school capacity will be confirmed at the time of booking (depending on the type of activity taking place). The school is not covered above those numbers specified at the time of booking. No animals are allowed into the school premises, without a risk assessment or without the knowledge of the school.
9. The school reserves the right to change or cancel any booking. Although every effort will be made to give reasonable notice of any such changes, this may not always be possible. No compensation will

be paid in respect of any alteration or cancellation on the part of the school other than where the school has proven to be negligent.

10. In the event of loss or damage to the building, furniture or other equipment provided occurring during the period of hiring (or while persons are entering or leaving the school property), as a result of negligence or carelessness, on the part of the organiser of the letting or the group, on whose behalf the letting has been made, or where the school has grounds for presuming that the damage occurred at this time and was not reported, the school reserves the right to make a charge to cover the costs of repairing the damage or making good the loss from the organiser or group. Any sums due will be deducted from the deposit and, if insufficient, a further invoice issued.
11. After the expiration of the hiring, the Hirer shall leave the building in a clean and orderly state. All the property of the Hirer and the Hirer's agents must be removed at the end of hiring unless special arrangements are made. The school can accept no responsibility for any property left by the Hirer or their representative on the premises.

Public Entertainment

1. All public announcements of any function or event for which the hiring is made, including newspaper advertisements, posters, tickets and all other documents shall clearly state the name and address of the Hirer and the purpose of the event.
2. The school has no alcohol licence policy. Intoxicating liquor shall not be supplied, sold or consumed on the premises.
3. Licences are also generally required for performances/games of the following nature for which the public are invited and admission is charged:
 - a) Performing plays
 - b) "Public dancing, music or public entertainment of a like kind" under the Licensing Act 2003
 - c) Games of bingo.

Hirers must ascertain from the local council whether or not a licence is required for these uses, or for any other use to which the premises are to be put, and if so, to obtain and ensure full compliance with the necessary licence. Health and Safety licensing should be contacted at The London Borough of Redbridge.

Hirers of educational establishments are required to furnish details direct to the Performing Rights Society of any musical works, whether published or in manuscript, performed at the premises vocally, instrumentally, as entertainment for which a charge is made. Where appropriate a form should be completed and forwarded direct to the Performing Rights Society Limited; immediately after the letting has

taken place. For further information contact the Performing Rights Society Limited, Copyright House, 29-33 Berners Street, London W1P 4AA.

When commercial sound recording (gramophone records, tape or CD recordings) are publicly used an application for a licence to use such recordings must be submitted to Phonographic Performance Limited, Evelyn House, 62 Oxford Street, London W1N 0AN.

The Hirer shall indemnify the school against all costs and claims made against the school for breach or infringement of copyright by the Hirer.

Areas hired

1. Any damage, litter or disorder discovered upon the Hirers arrival should be reported to the Lettings Officer immediately.
2. Access, inside and outside, should be kept clear at all times.
3. The Hirer must ensure that only the areas hired are used.
4. For reasons of safety and nuisance, children should be supervised at all times and kept within the areas hired.
5. No structures are to be erected without prior consent of the school.
6. Any apparatus, equipment or furniture brought onto the premises will be removed immediately after completion of the lettings by the Hirer, unless there has been an agreed prior alternative arrangement made by the school.
7. Offices, staff room and the staff kitchen are not available for hire.
8. The Hirer must ensure that the use of the playing field will not prejudice its use for normal purposes. Full supervision by a responsible adult must be undertaken whilst the field is being used. No cars may be driven or parked on any grassed areas.
9. Hard ball games are only permitted on the playing field or hard play areas. Soft balls only may be used in the school halls.
10. The enclosed garden, wildlife area and flowerbeds are not to be used for play, picnics or sport activities.

Provision for people with disabilities

1. The school has the following facilities available for people with disabilities: lift, wheelchair access, ramps, railings, disabled parking, disabled toilet and changing facilities.

2. Hirers are asked to advise the school if any of their disability access requirements are not met by the list above and the school will consider whether they are able to make any reasonable adjustments. However, such a request, if deemed reasonable may result in an additional charge for the let.

Kitchen facilities

1. Cooking is not permitted on the premises.
2. Food may be heated and kept warm using the equipment specified by the Lettings Officer.
3. The Hirer must supply their own utensils.
4. Please note that refrigerators are not available for storing/chilling food.
5. Portable kitchen equipment may only be allowed on the premises by prior arrangement with the school.
6. The kitchen, including worktops, sinks, heating cabinet and floors must be left in a clean condition.
7. The finish time in the kitchen must not be later than one hour before the finish time of the main function hall used.

Cleaning

1. The Hirer must leave the areas used in a clean, neat and tidy condition.
2. All excess food, cans, paper plates etc. (i.e. all refuse) must be placed in black sacks provided by the Lettings Officer.
3. If, in the opinion of the Lettings Officer, the premises are not left in a reasonable condition, the Site Manager/Caretaker will clean and tidy the premises. The extra cost incurred will be recovered from the Hirer.

Period of Hire

1. The premises may be hired between 15.15 and 22.00 on weekdays and between 08.00 and 23.00 at weekends and during school holidays.
2. Enough time must be allowed when booking to include any preparation time and clearing up time required at the event.

The Hirer must ensure that the event does not exceed the times booked e.g. if the Hall has been booked between 19.00 and 22.00 the Lettings Officer will not be required to open up the Hall before 19.00 and by 22.00 the hirer should have left not only the Hall area but also have evacuated the premises.

If the event exceeds the times booked, £150 will be taken from the deposit.

3. The playing of music (recorded or live) is not permitted after 22.30 on weekends and 22.00 on weekdays.

Health and Safety

1. The whole school is a non-smoking area and smoking is not permitted within school buildings or on school grounds at anytime.

The use of explosive substances, fireworks, confetti, gas or any hazardous materials is expressly forbidden.

2. Permission to use the premises will not be granted if the school considers the booking would create unreasonable disturbance to local residents or interfere with school activities.
3. The Hirer must ensure that law and order is kept, and take reasonable steps to prevent injury, loss or damage to any person or property during the hire period.
4. The number of people attending at any one time must not exceed the numbers indicated on the booking form or stipulated in the acceptance.
5. Where a booking has been made for a youth and community group, all under 18s should be supervised by, and remain the responsibility of, the Hirer at all times.
6. All fire exits, doors and corridors within the premises must be kept clear at all times.
7. The parking of vehicles is not permitted along the service road or any other area where such parking would impede the passageway of emergency services or obstruct local residents' driveways.
8. There are designated areas for parking. The Hirer must not in any circumstances park on other areas. Any damage to playing fields or other non designated parking areas will result in the Hirer being invoiced for any repair work required to make good the damage.
9. Car horns should not be sounded in or around the school premises.

10. Should the Hirer wish to use electrical equipment, other than that provided by the school, they must ensure it has been PAT tested. Under no circumstances must any electrical equipment be used if it does not have an up to date PAT test certificate.
11. At an event where the majority of attendees are children and the number of children exceeds 30, the Hirer must ensure that a sufficient number of adults are stationed to prevent more children or other persons being admitted, to control the movement of the children and other persons and to take all other reasonable precautions for the safety of the children. This is a requirement of the Children's and Young Persons Act 1933.

NOTE: FAILURE TO COMPLY WITH THE CONDITIONS SET OUT UNDER HEALTH AND SAFETY MAY RESULT IN THE EVENT BEING IMMEDIATELY TERMINATED. NO REFUNDS WILL BE MADE UNDER THESE CIRCUMSTANCES.

Insurance

THE GOVERNORS OF THE SCHOOL SHALL NOT BE RESPONSIBLE FOR THE LOSS OR DAMAGE TO ANY PROPERTY WHATSOEVER OR DEATH OR INJURY TO ANY PERSON WHATSOEVER.

HIRERS MUST PROVIDE EVIDENCE OF THEIR OWN INSURANCE AGAINST THEIR LIABILITY TOWARDS THE SCHOOL, THE PUBLIC AND THEIR OWN EMPLOYEES FOR A MINIMUM OF FIVE MILLION POUNDS.

Deposits

1. When a large function is confirmed a refundable cash deposit of no less than £250 will be required, for which a receipt will be issued.
2. The deposit will be extra to the charge for the hire of the premises.
3. If the function proceeds satisfactorily, the cash deposit will be refunded in full shortly after the letting has taken place.
4. If the regulations concerning the hire of the premises as stated are broken, an appropriate amount will be deducted from the deposit. This includes damage to property or extra cleaning required.

Changes to bookings by the Hirer

1. If the Hirer wishes to change a letting in any way after the confirmation invoice has been issued, including changes time changes, the Hirer should make the request in writing to the school. We will endeavour to meet these requests wherever possible at no extra charge. However, if the Hirer requires a change of date or accommodation, this may incur cancellation charges shown below under "Cancellation by the Hirer".

Cancellation by the Hirer

1. If the Hirer wishes to cancel a booking this must be in writing from the person who signed the original application form. Cancellations must be addressed to the Funding & Facilities Co-ordinator and sent to the school address.

In the event of cancellation the following charges (below) will become payable. CANCELLATION MUST BE NOTIFIED IN WRITING AND TAKES EFFECT FROM THE DATE RECEIVED BY THE SCHOOL.

Cancellation charges (including deposit paid) as % of total price:

More than 42 days	Deposit only
28-41 days	30%
15-27 days	66%
14 days to day of letting	100%

Please note that if the reason for cancellation falls within the terms of any insurance policy which you hold, then any such charges may be refunded to you by the insurance company, less any excess.

External Lettings Charges

The Funding and Facilities Co-ordinator, Rahima Patel will be responsible for maintaining the lettings records, i.e. taking bookings, maintaining a lettings diary and arranging with the school keeping staff for the school to be opened/locked up. Invoices will be raised in advance of the letting taking place. If the fee has not been received (cleared funds) by the date of the letting, then it will be cancelled.

£35 per hour – Small Hall

£40 per hour – Dance Studio

£70 per hour – Large Hall (an additional charge will be applied if the stage is required - £100)

Also available:

Main Playground

Art Studio

Car Park

Specialist rooms

Field (restricted times available – up to 6pm weekdays term time only)

For long term bookings, use of the classrooms will be considered.

(The charge will be at the Headteacher's discretion)

Times available:

Weekdays

Monday to Friday – 3.15pm to 10pm

Weekends

Saturday and Sunday – 8am to 11pm

Capacity

Large Hall - Capacity up to 250 people depending on nature of event

Small Hall - Capacity – up to 60 people depending on nature of event

Dance Studio - Capacity up to 60 people depending on nature of event