Norwood Green Junior School

Lettings Policy

Policy ratified by the GB: May 2024

Policy to be reviewed: May 2027

Introduction

The object of letting school premises is to establish the school as a resource for the community. This in turn will encourage greater community cohesion and facilitate more vibrant, safer and stronger communities. The overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils, the promotion of equality of opportunity and the community cohesion of the local area. Any lettings of the premises to outside organisations will be considered with this in mind.

Definition of a letting

A letting may be defined as:

"Any use of the school buildings and ground by parties other than the school and its partners. This may be a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of 'Weight Watchers')".

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 run by the school
- School performances
- Family learning
- Parents' meetings
- Meetings of parents groups / Friends of NGJS

Consideration of lettings

The Governing Body is mindful of the needs in the local area and will consider lettings deemed appropriate to the ethos of the school.

The following activities are not considered to be appropriate for lettings as they are not deemed to be compatible with the ethos of the school or are not able to be accommodated within the schools' facilities:

- Events selling alcohol
- Activities promoting gambling
- Any individual, group or organization that does not subscribe and adhere to the schools' statement on equal opportunities.
- School premises must not be let for political use; the only exception to this is as a polling station.
- Commercial activities with little potential to generate income or support for the school

It is the responsibility of the person letting the premises (hirer) to ensure the premises will not be used for any purpose which may be deemed contrary to English law.

The school is a community building and the hirer will be held responsible for noise levels and guest behavior which must not offend other users or local residents.

If the Head teacher has any concern about whether a particular request for a letting is appropriate or not, he/she will consult with the Chair of the Governors or Chair of the Finance Committee.

Types of Lettings

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

- School Lettings for activities for pupils or their parents and carers that provide educational benefit to pupils, which the school wishes to subsidise
- Community Lettings for other community activities which should be made on the basis of full cost recovery
- Commercial lettings will be charged on a cost plus an income margin for the school

Charges

The Governing Body is responsible for setting charges for the letting of the school premises.

The scale of charges will be reviewed annually by the Governing body. Details of current charges will be provided in advance of any letting being agreed to the interested party.

Current charges are agreed as follows:

- Refreshments = £3.00 per head (tea/Coffee/biscuits)
- Lunch plus refreshments dependent on menu
- Classroom Hire, including use of toilets £30 per hour
- Field hire including use of toilets = £50 per hour
- Hall Hire including use of toilets = £50 per hour
- Clubs for Norwood Green children that take place after school term time = £15 per hour
- Holiday camps run for Norwood Green children = price agreed with provider.
- Hounslow HAF (Holiday activities and food programme) = in accordance with HAF policy

For the purpose of charging, the Head Teacher is empowered to determine to which group any particular individual or organisation belongs to from those defined in Section 5. They are also able to offer any discounts or agree a subsidy for any lettings, as they deem appropriate. The basis of charging will be determined by the purpose for which a letting is arranged, taking into account the criteria mentioned in Section 5.

The minimum hire period to be charged 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.

Standard cancellation charges are as follows:
Longer term cancellations between 14 days and up to 24 hours prior will incur a loss of deposit of 50%
Short notice cancellations (24hr notice) will incur a loss of 100% of the deposit taken.

Letting times, available facilities and equipment

The following times, facilities and equipment available are agreed as follows:

Letting times: Available from 8:30 to 5:30 during weekdays and school term time only.

Facilities available:

- Large touch screen monitor linked to laptop
- Set of 16 laptops

- Stationery
- Teas, coffees, water and juices
- Biscuits and sweets
- Hot lunches available upon request
- Sports Hall – including use of audio visual equipment.
- Field – including football pitches and posts
- Parking on site for staff booking premises

Facilities required will be agreed at time of booking: Variations to these facilities and times will be subject to the approval of the Head teacher and requests for any variance should be put in writing to the school.

Security and H & S

The Head teacher has delegated authority to determine the security and health and safety risk for each letting and will be responsible initiating any measures necessary to ensure a safe and secure letting. The hirer will be responsible for ensuring compliance with any school provided risk assessments. Where appropriate the hirer will be responsible for undertaking their own risk assessments for specific activities.

During the period of the letting the hirer's named individual will be responsible for following the conditions of booking (see appropriate section), and ensuring the safety of those using the premises. The named individual will have the responsibility for complying with the School's Health & Safety Policy (a copy should be made available on request to hirer) and any other instructions or guidance provided by the Head Teacher.

The school will provide the hirer with the name and phone number of school contacts in the case of an emergency. A member of school staff will be responsible for showing the hirer's named individual how to raise the alarm in an emergency, this will include location of appropriate fire exits, fire extinguishers, evacuation and fire meeting points. The school will also have responsibility for organising periodic fire drills. It will be the named individual's responsibility to keep a register of those attending the event/activity, ensure fire exits are not obstructed and that school security is not compromised.

No equipment can be brought on to the site without the prior approval of the Head Teacher; electrical equipment will also require a PAT testing certificate.

Management of lettings

The Governing Body has delegated day-to-day responsibility for lettings to the Head teacher in accordance with the Governing Body's policy. Where appropriate, the Head teacher 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 school should ensure that the terms of any contract for lettings such as supplementary schools; theatre groups; sports activities; cubs and scouts etc, that will require the contractor to employ staff or use volunteers to work with, or provide services for children, regardless of whether they attend the school or not, also requires the contractor to adopt and implement the measures described in this guidance. Adults working with children within the school grounds and buildings will have relevant DBS checks and submit these to the school. The school should also monitor the contractor's compliance.

An annual report on lettings will be made to The Governing Body and will include information on users, finances, incidents and accidents, enquiries, and any lettings refused.

Lettings should be made at least 2 weeks in advance of planned use.

The school (via the Head Teacher or other appointed representative) has the right to cancel any letting. Reasonable notice of cancellation will be given by the school unless the hirer is in breach of the letting agreement, upon which

cancellation will take immediate effect. Where the hirer has a complaint the schools standard complaints policy and process will apply, if the school has a complaint about the hirer, in the first instance the Head Teacher will raise this with the named person, if the complaint is not resolved it will be escalated to the governing body to decide on the appropriate action for the school to take.

Considering Applications for Lettings

Organisations seeking to hire the school premises should approach the Head teacher. Details of charges and conditions of use should be given or referred to. This policy should be made readily available to them.

The Head teacher will decide on the application with consideration to:

- Lettings criteria agreed by Governors and set out in the school's lettings policy (Section 4)
- The availability of the facilities and staff
- The schools' equal opportunities, health and safety, child protection policies
- The health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.

Declaration of Interest: Any members of school staff or governors having connection with a letting must formally declare this and declarations should be formally minuted at the appropriate meeting.

Insurance

The school provides hirers with public liability insurance against personal injury, accident, loss or damage to property for lettings booked for School Lettings. For Community and Commercial Lettings the hirer must provide evidence to the Head Teacher that they have adequate insurance cover in place before a letting can be agreed. It is recommended that Public Liability Insurance to the value of £2 million is in place for low risk activities (e.g. adult education classes) and £5 million for high risk activities (e.g. gymnastic class). At no stage are the kitchens to be used for the former 2 types of lettings.

Issuing a Lettings Contract

Once a letting has been approved, a letter of confirmation will be sent to the hirer, enclosing a copy of the terms and conditions and the Lettings Contract.

The Lettings Contract should then be signed and returned to the school. The school shall be in receipt of these signed copies 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. The school reserves the right to seek payment in advance in order to reduce any possible bad debts and / or a deposit to cover damage, should it be deemed appropriate. A guarantee card should support cheques wherever possible.
An official receipt will be issued for all payments received. All lettings fees received will be paid into the school's individual bank account.

The Headteacher on behalf of the Governing Body has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given in writing and any deposits taken, where appropriate.

Other documents

- Booking Request Form (from school to hirer, to be returned by hirer)

Name of Applicant	
Address	
Telephone Number	
Name of Organisation (if relevant):	
Activity of Organisation (if relevant):	
Details of facilities to be hired:	
Day / date / time requested	
Is this a regular, repeated booking?	Yes / No *(If yes, please provide details as to how often required, start date and finish date)*
Start Time	*Please allow time for your preparation and clearing up and include this in your timings*
Finish Time	*Please allow time for your preparation and clearing up and include this in your timings*
Use of Academy Equipment (please specify your request):	
Maximum Number of Participants	
Age Range of Participants	
Number of Supervising Adults	
Relevant Qualifications of Supervising Adults:	

- Hire Agreement (from school to hirer, to be returned by hirer)
- Terms and conditions of use (from school to hirer)
- Health & Safety Policy, School Complaints Policy, Equal Opportunities Policy (available to hirer on request)
- Relevant Risk Assessments & Emergency Procedures (school & hirer where requested by school)
- Copy of Public Liability Insurance (from hirer where requested by school)
- Copy / copies of any additional licenses required (from hirer where requested by school)

Norwood Green Junior School
Booking Request Form

The Hirer confirms that appropriate DBS / CRB certificates are in place as identified when working with children (see Terms and Conditions for further details) and will be presented to the school upon entering into a Hire Agreement

The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (see Terms and Conditions for further details).

The Hirer confirms that arrangements are in place with reference to First Aid (see Terms and Conditions for further details).

The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment (see Terms and Conditions for further details).

Any other relevant information:

I confirm that I am over 18 years of age, and that the information provided on this form is correct.

Signed: _____ Date: _____

For office use: **Date received:**

Norwood Green Junior School
Hire Agreement

Agreement between:	**The Governing Body of Norwood Green Junior School, Thorncliffe Rd, Southall, Middlesex, UB25RN**
The Hirer:	
Address:	
Telephone number:	
	Detail of use
Areas of the Academy to be used	
Specific Nature of Use	
Maximum Attendance	
Details of any Academy Equipment to be used	
Date(s) of Hire	
Period(s) of Hire	
Hire fee	*(full cost to be paid prior to or upon the day of the letting unless otherwise agreed in writing)*
Deposit required	*(deposit returnable following completion of booking (see Terms and Conditions)*
The Governing Body agree to hire the premises to the Hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee and deposit specified.	
The Hirer accepts all the conditions of hire as set out in the attached Terms and Conditions document.	
The Hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to obtain suitable insurance cover for any loss, damage or injury.	

Signature: _____ (The Hirer) Date: _____

Signature: _____ (On behalf of the Governing Body) Date: _____

Norwood Green Junior School
Terms and Conditions for Letting of the Premises

General

- These regulations apply for the letting of all premises and grounds maintained by Norwood Green Junior School.
- In these regulations the School means the Governing Body of Norwood Green Junior School.
- The Governing Body and all persons authorised by them have the right to enter, use and occupy the Hired space at all times.
- The hiring does not grant any interest or estate in the Hired space and is not intended to create the relationship of landlord or tenant.
- Neither the Head or the Governing Body shall be liable for the death of or injury to or damage to any property of or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer or any person enjoying or purporting to enjoy the benefit of this agreement, to the extent that exclusion of such liability is permitted by law.

Procedure

- All applications must be on the forms provided by the School and must be completed in full as required. Failure to do so may result in the application not being approved. These forms consist of the Booking Request Form and the subsequent Hire Agreement.
- All applications must be made not less than fourteen days before the proposed date of use.
- Longer applications will only be accepted for a maximum period of one year between the first day of September of one year and the last day of August of the following year. A new Booking Request form will need to be submitted again for any subsequent years.
- The hirer must personally sign the application form and may not assign or sub-let the premises or grounds hired.
- All lettings must be approved by the School which retains the authority to make the final decision on the approval or cancellation of any letting.
- The school may cancel any letting at any time, but either the fee paid will be refunded or an alternative date offered, except in the case of misconduct.
- No letting shall be considered approved until the Hire agreement has been signed by both parties and the deposit paid by the Hirer.
- No persons or persons shall use premises or grounds covered by these regulations without a current approved Hire Agreement. Any person who knowingly acts in contravention of this regulation will be refused permission to use any of the School facilities in the future.
- The School reserves the right to impose special conditions in respect of any letting, series of lettings or class of lettings in order to protect its employees or property.
- Hirers should note that smoking is not permitted on the School premises and acquaint themselves with the Fire Safety Regulations and procedures relating to the premises in use.

Charges

- All charges must be paid by the method required by the School.
- Charges will be made at the rates which will be determined from time to time by the School and shall be liable to change without prior notification to the hirer. In cases where incorrect charges has been quoted, the School reserves the right to charge the correct rate, although the hirer may consider the letting cancelled
- The School does not undertake to refund any deposit on cancellation of a booking by the hirer, unless

14 days written notice of the cancellation has been given in writing to the School. Between 14 days and 24hour notice will incur a 50% return of deposit while short notice cancellations within 24hours will incur a loss to the hirer of 100% of the deposit taken.

Care of Premises

- The hirer shall ensure that the hired space is used for the purposes stated in the Application Form and for no other purpose.
- The hirer shall ensure that there is a responsible adult present and able to supervise at all times during the letting.
- The hirer shall prevent smoking on any part of the hired space.
- The hirer is required to pay the School the cost of making good any damage to property which may be the result of a letting. The hirer is required to clear away any rubbish and leave the premises and/or grounds in the condition in which they were found. The hirer will be responsible for reimbursing the School for any additional costs incurred in cleaning the premises or clearing the grounds after a letting.
- No desks, fixed furniture or equipment that may be in the accommodation hired shall be used or interfered with, without the prior approval of the school. Standing on seats, furniture, window sills etc., is not permitted. Fittings, fixtures or decorations of any kind shall not be permitted, other than purely temporary arrangements which require no permanent fixings which would damage or disfigure any part of the premises.
- Chalk, resin or polishing materials may not be used on floors.
- The electrical and mechanical installations of the premises are not to be supplemented or altered, nor is any specialist equipment such as public address systems to be installed by the hirer, except with the express approval of the School.
- The hirer shall leave the hired space in a clean and tidy condition, with all furniture or equipment returned to their original positions, unless otherwise agreed by the Headteacher.
- The hirer shall not impede the Governing Body, the Headteacher or anyone authorised by them in the exercise of the Governing Body's rights of possession and control of the school.
- The hirer shall observe the regulations made, from time to time, by the Governing Body or the Headteacher.
- The hirer shall not affix or display any signs, flags or advertisements at the school without the Headteacher's consent.
- The hirer shall be responsible for the efficient supervision, safety and good order of all those making use of the school pursuant to this agreement.

Equipment and Accommodation

- Specialist rooms and equipment (including gymnastic equipment, public address systems, stage lighting and pianos) are not included in the letting arrangements, unless specifically requested in the application form and approved by the School. Such applications must specify the name and qualifications of the person taking responsibility for their proper use.
- Any furniture to be provided by the hirer must be requested on the Booking Request form and removed immediately after the end of the letting.
- The School does not provide first-aid medical facilities for hirers nor does it guarantee access to the public telephone system for calling assistance during lettings. Hirers should make their own arrangements in this respect.

Conditions of Premises

- Whilst the School gives no guarantee as to the fitness, suitability or condition of the premises or grounds at the commencement of the letting, every effort will be made to see that they are in a reasonable state. It is recommended that the hirer surveys the equipment prior to placing a Booking Request form in to the school.

- Where facilities booked by the hirer prove not to be available during letting, the School will consider applications of refunds of a proportionate part of the letting charge; always providing that no such refund shall be given for facilities not included in the letting charge. The School's decision shall be final in respect of any refund made.

Insurance

- It is the responsibility of the hirer to effect whatever insurance he/she considers he/she requires to cover his/her liabilities. Insurance effected by the School does not extend to a hirer's liabilities, except for School Lettings.
- The hirer shall indemnify the Governing Body and the Headteacher against all actions, proceedings, costs, claims and demands or other liability which may arise in any way whatsoever in connection with the hiring including (without limitation) any breach of the terms of this agreement.
- The hirer confirms that the hirer is insured to the minimum sum to the value of £2 million for low risk activities (e.g. adult education classes) and £5 million for high risk activities (e.g. gymnastic class). If required, the hirer will on demand produce to the Governing Body evidence of such insurance. Failure to produce satisfactory evidence of such insurance may result in immediate cancellation at any time of this agreement by the Governing Body or the Headteacher in which case any unused deposit may be retained.

Playing Fields

- The School will be the officer responsible for the final approval of lettings at playing fields and certain external recreational areas.
- The School does not give any guarantee as to the standard of any pitch or field nor to the maintenance or improvement of this standard during the season. The hirer shall be aware of the state of any pitch or field upon submitting his/her initial Booking Application and such application will be deemed to be for the particular pitch or field as seen.
- The School shall deem whether any pitch or field is fit for use and its decision shall be final.

Catering Facilities

- No catering facilities are available for hire, including our school kitchen and the staff kitchen area.

Legal Requirements

- The hirer shall comply with the legal requirements concerning music, singing and dancing licences, theatre licences and copyright. The hirer shall be fully responsible for obtaining any licences or any other permissions required, always providing that no such application shall be made without the prior approval of the School.
- The hirer shall comply with Section 12 of the Children and Young Persons Act 1933, that is to say where any play or entertainment is provided at which the majority of the persons attending are children, then if the number exceeds 100, it shall be the duty of the hirer to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building or any part of it than can be safely accommodated there and to control the movement of the children and other persons admitted while entering and leaving the building and to take all other reasonable precautions for the safety of the children.
- The hirer will to the best of his/her endeavours ensure that the requirements of the Race Relations Act 1976 (in particular the need to promote good relations between persons of different racial groups) be observed at all times throughout the lettings.
- The hirer is specifically forbidden to use, or allow the use of the hired premises or grounds for any illegal or immoral purpose and shall not carry on any activity so as to cause nuisance or annoyance to other users of the premises or neighbouring or adjoining premises.

Compliance with Regulations

- Failure by the hirer to comply with any or all of the foregoing regulations where applicable, whether intentionally or not, may be deemed by the School to be just cause for:

  [a] the immediate cancellation of any letting or series of lettings without incurring any liability to the hirer for the return of any fee or otherwise and

  [b] the charge to, and recovery from, the hirer any expenses incurred by the Governing Body in remedying any such failure including the cost of employing attendants, workman, cleaners or other persons as may be appropriate