

Lettings Policy

**DATE APPROVED: May 2024**

**DATE OF NEXT REVIEW: May 2025**

**OWNER (STAFF): School Office Manager**

**GOVERNOR LINK: Resources Committee**

## Purpose

The purpose of this lettings policy is to enable us to provide access to services and facilities that contribute to meeting the needs of our local community, children and young people, their families, local residents and the wider community. The Governing Body aims to maximise school generated income from private out of school hours lettings, where this can be achieved without interfering with the school’s prime function. This policy aims to provide instructions for the management of lettings. The policy will be subject to review by the Governors’ Resources Committee. The policy takes account of instructions and advice received from the London Borough of Southwark (LBS) and in particular that contained in the funding manual issued prior to budget setting each year.

## Extended Services

Due note needs to be taken of the activities of St George’s Primary School extended school to ensure that any out of hours activities are co-ordinated. The school will encourage the development of shared facilities, collaboration and partnership with other schools or local organisations.

## Community use of the School

Various groups may wish to use the school’s facilities. Possible activities may include: childcare; cultural and sporting activities; adult and lifelong learning; youth services; health care and social services; community and faith groups; supplementary schools; other services for children, young people and their families.

## Commercial Lettings

Income is not likely to be large when compared with school budgets, however the income could pay for small improvements.

The main costs of opening up the school will be:

* Payments for Premises time, additional cleaning and energy costs.
* Overhead costs to include administration and publicity costs
* Estimation of possible damage incurred by the user

It may be worth noting that once the first user pays the opening costs of a school (i.e. Premises Manager’s overtime, energy costs etc.) other users may use the premises at marginal cost. Schools will benefit by simultaneously being able to use other parts of the premises themselves or to hire them out at negligible cost.

Community use will take priority over commercial lettings.

## Considering Applications for Letting

Each potential hirer will complete a Booking Form to be considered. See Appendix Document B.

## Suitability of hirers

When considering requests for lettings, due regard is to be given to the school’s reputation and the manner, if any, in which the letting may reflect on the school. Lettings for political purposes, or those which are likely to give rise to inconvenience or offence to neighbouring residents, are to be refused. Authority to accept or refuse individual lettings is delegated to the Head of School.

* 1. **Compatibility with the aims of the school and the school’s reputation**

**a) Alcohol** will be permitted only at the Head of School’s discretion.

## b) Entertainments Licence

A public entertainments licence may be required where a function is open to the public. Advice is to be obtained from Southwark Licensing Officers (licensing@southwark.gov.uk) in cases of doubt. The cost of obtaining any entertainments licence is to be met by the hirer.

## Cost and resource implications

Premises costs and cost of administrating/marketing the letting all need to be considered when calculating the letting charge.

## Equal Opportunities

The school's equal opportunities policy could also be applied to non-school use.

## Safeguarding

The DfE’s Keeping Children Safe in Education all those working in a school setting, whether or not their job or an activity brings them into direct contact with pupils, and whether or not they are on the school’s payroll.

In regard to lettings the LBS Guidance states that:

‘Schools 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. They [schools] should also monitor the contractor’s compliance.’

Before agreeing to any letting, schools should therefore ask to see a copy of the organisation’s Child Protection/Safeguarding Policy and satisfy themselves that the organisation has appropriate procedures in place for safe recruitment, including (but not limited to) the taking up of checks through the Disclosure and Barring Service (DBS).

Where a school is making a letting to an individual (e.g. a self-employed tutor) the school should follow the same safer recruitment procedures as if the individual concerned were a member of the school staff, regardless of whether the children to whom they provide a service attend the school or not.

## Health and Safety

Lettings are to comply with the same health and safety requirements as those which are applicable to school activities. Any equipment installed for, or used during, a letting is to be installed/supervised by a properly qualified person. The hirer must be informed of fire exits at the time of booking and is responsible for making their group aware of fire safety procedure at the start of each letting.

All organisations must complete a Risk Assessment Form (Appendix Document E) for the activities that are taking place on the school site.

The school will make the hirer aware of the fire procedures. There is a maximum number of people allowed to used individual rooms and facilities within the school.

## Trading

The advice of Southwark Trading Standards Service is to be sought before any letting involving trading, such as car boot sales or auctions, is undertaken.

## Insurance

Public liability insurance to cover the hirer is provided under the Southwark insurance scheme. However, the hirer must also show proof that they have their own public and employer’s liability insurance. The cost of any additional insurance premium, if required, is to be met by the hirer. If the group is using specialist equipment, advice should be taken on whether LBI insurance covers the letting.

## Security

The Head of School/Head of Partnership has delegated authority to determine the security risk for each letting and will be responsible for allocating a continuous security presence or other control measure.

## Restrictions on Lettings

Lettings will not normally extend beyond 11.00pm. The sale and consumption of alcohol on the school premises will be at the Head of School’s discretion. Smoking is prohibited within 50 metres of the school site as well as on site. Food is to be consumed only in those areas of the school so designated prior to the letting.

## Approval of Lettings

Lettings are to be approved by the Head of School/Head of Partnership. Contracts are to be entered into only with named individuals or designated agents of organisations. The member of school staff responsible for the actual letting is also to be designated at the time of booking.

## Charges

The hirer will in every case be charged an amount equal to or exceeding the actual cost of the letting to the School. The Governing Body has delegated responsibility for setting the charges to the

Governors’ Resources Committee and may delegate this to the School Office Manager.

The charges will vary with each letting and are agreed with the school separately. Some types of letting attract VAT, for example, single lets of sports facilities, equipment hire and parking charges.

A discount may be allowed for lettings requiring the use of several areas, for regular lettings or for lettings to groups who contribute to the life of the school. Exceptionally, lettings may be charged at cost, at the discretion of the Head of School.

## Settlement

Hirers are to be invoiced in advance, full payment to normally be received 14 days prior to the letting. All letting income is to be banked into the Disbursement Account, the source to be clearly shown.

## Deposit

At the school’s discretion, hirers are to pay a refundable deposit at the time of confirmation of booking, to be held against cancellation or any damage caused during the letting.

## Cancellation

Cancellation by the hirer within 48 hours of the letting is to result in the loss of the deposit. Cancellation between 7 days and 48 hours before the letting is to result in the loss of 50% of the deposit. Cancellation by the school after the letting has been approved is to be avoided wherever possible, and is to occur only in exceptional circumstances within 14 days of the intended letting.

## Conduct of Letting

The Premises Manager, or designated member of school staff handling the letting, will inspect the facilities at the end of the letting and report any issues to the Head of School/Head of Partnership.

***Appendix A***

## TERMS AND CONDITIONS OF USE OF PREMISES

**All those who use the premises are asked to read these terms and conditions and agree to abide by them by signing the Lettings Contract.**

1. The accommodation shall only be used for the purposes stated on the application and within the hours agreed in the letting agreement issued by the school. The applicant shall be responsible for ensuring these conditions of occupation are observed.
2. Applicants providing services to children, whether pupils at the school or others, must have policies and procedures in place to ensure children’s safety and must provide evidence of these to the school as required.
3. Payment for hire shall be made in advance and a returnable deposit against damage shall be paid on request.
4. The applicant shall be responsible for any damage to the school property or buildings caused by them or their guests. If the applicant causes damage to buildings or furniture the applicant will be required to report this to the school and pay for the damage caused. This will be in addition to the specified lettings charges.
5. The applicant will immediately inform the school of any accident or serious incident that occurs on the school’s premises. This should be done in person and may require the applicant telephoning the Head of School/Head of Partnership, Office Manager or the Premises Manager. The applicant will be responsible for reporting in writing to the Office Manager any accident that arises from activities that it organises.
6. The hirer will be responsible for ensuring that any of their electrical equipment brought on site has an up to date PAT test certificate.
7. The applicant shall not cause any noise nuisance to neighbouring residents and shall behave reasonably at all times.
8. The applicant shall be required to take any precautions necessary to ensure the safety of those attending the event/function, including
	* ensuring the means of escape from fire are not blocked or impeded.
	* ensuring that those attending do not use the school’s playground equipment, fixed (eg climbing frame) or portable items. The school is not responsible for any accidents arising from unauthorised use of the school premises or equipment.
9. The applicant shall ensure that all accommodation is left in a clean and tidy condition at the end of the letting. Using litterbins and recycling facilities as appropriate will help this.
10. The applicant shall comply with any reasonable instructions given by the Head of School/Head of Partnership, Premises Manager or other member of the school staff.
11. Smoking or illegal drugs are not allowed to be brought onto or consumed on the school premises. Alcohol is not normally allowed but may be permitted at the Head of School’s discretion
12. Any fees for music or performance licences are to be paid for by the applicant.
13. The Governing Body reserves the right to withdraw permission for any letting and refund any fee paid in advance. Cancellation by the hirer within 48 hours of the letting is to result in the loss of the deposit. Cancellation between 7 days and 48 hours before the letting is to result in the loss of 50% of the deposit.
14. The London Borough of Southwark and the School Governing Body disclaims liability for injury or damage to persons or property upon its premises (so far as they are legally able to do so). The applicant will be required to indemnify the Council against all claims arising directly or indirectly out of the use of the premises rather than claims arising as a result of negligence of the Council or its employees. Applicants are required to show proof of insurance to cover these risks.
15. The applicants will complete all relevant paperwork in a true and accurate way. False information may lead to an application being terminated.

# Multi-Use Games Area (MUGA) Code of Conduct

The school’s expectations of those using the MUGA pitch, including outside organisations hiring the facilities, to adhere to this Code of Conduct.

* + The MUGA may only be used at the following times:

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|  | School or community use of MUGA |
| Mondays – Fridays | 09:00am – 20:30pm (planning condition) |
| Saturdays | 10:00am – 18:00pm (planning condition) |
| Bank Holidays and Sundays | Not Permitted (planning condition) |

* + The hirer must be clear about their responsibility to keep noise levels to a considerate level, whilst in use and arriving and leaving. Hirers must make efforts to keep noise to a reasonable level and consider the impact of:
		- Balls being kicked, hitting the ground, goals or perimeter fencing
		- Shouting / cheering during coaching or matches
		- People arriving / leaving the facility
	+ Users must use only appropriate language when using the school’s facilities both out of respect for our pupils and our neighbours.
	+ Users must make reasonable efforts to prevent balls being kicked over the fence into neighbouring gardens.
	+ Floodlights will only be used within the agreed times and are on a timer to ensure they are not inadvertently left on. These times may not be changed or extended.
	+ All the general Terms and Conditions (eg no smoking) apply to the MUGA.
	+ The MUGA is within the vision of the CCTV allowing use of the facility to be monitored.
	+ Entrance will normally be via the gates on Coleman.
	+ The MUGA is primarily to be used for children of the primary school and thus is not suitable for intensive adult use.
	+ The pitch could be used for 5-a-side football but it is not intended for significant use by adult players. Those requesting to hire the pitch will be advised that it is only suitable for a maximum of 10 adult players.
	+ The Terms of Hire and Code of Conduct will be kept under review in the light of lived experiences with operating the MUGA and hirers will be expected to adhere to any new responsibilities.
	+ A copy of the Terms of Hire is also intended to be included at the entrance to the MUGA itself.
	+ Failure to comply with the Terms of Hire will result in the school withdrawing the rights for an individual and or group to hire the MUGA in the future.
	+ Users of the MUGA will have access to toilets near the KS2 building, but no other access to the school building. Users are expected to supervise use of the toilets by children and leave the toilets clean.
	+ There are no changing facilities.
	+ MUGA users are not to use other areas of the school playgrounds.

# Lettings times for other school facilities

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|  | Internal school spaces (halls, classrooms etc) will only be let at times that school staffing allows. It is expected that lettings will be within the following times: |
| Mondays – Fridays | 18:00pm – 22:00pm |
| Saturdays | 09:00am – 22:00pm |
| Bank Holidays and Sundays | 09:00am – 18:00pm (although use is expected to be rare) |

Users of the Hall will have access to toilets in the KS2 corridor for children and staff toilets for Adults, but no other access to the school building. Users are expected to supervise use of the toilets by children and leave the toilets clean.

***Appendix B – Lettings Request Form and Lettings Contract***

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| St George’s CE Primary School |
| **LETTINGS REQUEST FORM** |
| **To the hirer:****Please complete the request form below and return to the school in person or** **office@stgps.org.uk****All lettings are at the discretion of the Head of School, Head of Partnership and the School has the right to refuse any application or cancel bookings.** |
| **Hirer details** |
| **Name of applicant** |  |
| **Organisation name** |  |
| **Organisation activity (eg football club)** |  |
| **Address** |  |
| **Telephone numbers** |  |
| **E-mail address** |  |
| **Hirer accepts terms and conditions** |
| *“I confirm that have been provided with a copy of the school’s Lettings Policy and have read and accept the terms and conditions of the letting as set out in Appendix A of the school’s Lettings**Policy”* | **Signature** |  |
| **Name** |  |
| **Date** |  |
| **No letting should be regarded as confirmed until all requested paperwork has been submitted, payment is received in full and the ‘Lettings Contract’ and/or ‘Licence Agreement’ issued by the school.** |
| **Summary of booking request** |
| **What type of event/activity is it for?** |  |
| **Date & time** |  |
| ***Now please turn over and let us have some more details about your request.*** |

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| **What facilities to you require?** |
| **Facilities required** | **Please tick** | **Date(s) requested** | **Start & End Time (please include your set up****and clear up time)** | **Equipment (eg chairs, tables, use of projector & screen) Please state quantity.** |
| **MUGA sports pitch** |  |  |  |  |
| **Main Hall** |  |  |  |  |
|  **Hall with kitchen facilities** |  |  |  |  |
| **Classroom(s)** |  |  |  |  |
| **Tell us about your activity/event** |
| **Number of people expected** | **Adults:** | **Children (under 18):** |
| **Maximum number attending** |  |  |
| **Does your event/activity require qualified, licenced or DBS checked****staff to deliver it?** | **Yes/No**If yes, please show the school relevant documentation confirming that your supervising adults/coaches will be appropriately qualified/licenced/DBS checked |
| **Does your organisation have Public Liability and Employer Liability insurance covering this event/activity?** | **Yes/No**If yes, please show the school relevant documentation |
| **Who is your event for?** | **Open to the public** | **Yes / No** |
| **Only members/invited guests** | **Yes / No** |
| **Will a music/performance licence be needed?** | **Yes / No***NB: Obtaining this is the Hirer’s responsibility not the school’s* |
| **Will there be an admission charge for your event/activity** | **Yes / No** |
| **Will alcohol be served at your event?** | **Yes / No**If yes, please discuss this with us |
| **Other arrangements/requests** |
| **[For school use only] Tick when this booking has been fully authorised/paid:**  |

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|  |
| **LETTINGS CONTRACT [School to complete]** |
|  | **Tick** | **Equipment agreed** | **Date(s) agreed** | **Start and End time agreed** | **Agreed hire charge** |
| **MUGA sports pitch** |  |  |  |  |  |
| **Main Hall** |  |  |  |  |  |
|  **Hall with kitchen facilities** |  |  |  |  |  |
| **Classroom(s)** |  |  |  |  |  |
| **Total hire charge:** |  |
| **Documentation checked** | **Tick when seen** |
| **Public Liability Insurance and/or Employer Liability Insurance** |  |
| **DBS checks for supervising adult(s)** |  |
| **Qualifications/Licence for supervising staff, if required** |  |
| **Specific agreements** |
|  |
| **School authorisation of the letting** |
| *The school (on behalf of the Governing Body) has authorised the letting of school facilities as detailed on pages 1 & 2 to the Hirer on payment of the fees set out above.**The Hirer has provided the relevant paperwork/information requested.* | **Signature** |  |
| **Name** |  |
| **Date** |  |
| **Hirer signature** |
| *The hirer accepts the terms conditions of the booking outlined in the school’s Lettings Policy, any specific agreements outlined above and the Licence Agreement where applicable.**The hirer agrees to pay the charges set out above in advance of the hire date or as per the Licence Agreement where applicable.* | **Signature** |  |
| **Name** |  |
| **Organisation** |  |
| **Date** |  |

***Appendix C – Lettings Checklist for Hirer***

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| St George’s CE Primary School |
| **LETTINGS CHECKLIST FOR HIRER****Things to do - tick when done** |
| Read the Terms & Conditions of Use of Premises and Booking Form |  |
| Complete Booking Form |  |
| Send in Booking Form to school to request a booking |  |
| Await notification from School that the booking is available or not available |  |
| Complete risk assessment of activity |  |
| Check or take out insurance to cover activities |  |
| Send school copies of* child protection policy and/or DBS forms, as appropriate
* insurance certificates
* copy of any licences required
* payment of invoice
 |  |
| Receive signed Lettings Contract from school |  |
| Receive invoice and make payment by return |  |
| Attend induction into fire procedures |  |
| Inform attendees of fire procedures and Terms and Conditions of Use. |  |

***Appendix D – Lettings Checklist for School Staff Procedure***

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| St George’s CE Primary School |
| **LETTINGS CHECKLIST FOR SCHOOL STAFF PROCEDURE****Date & Initial when done** |
| Send out Lettings Policy and covering letter to enquirer |  |  |
| Completed Booking Form received by school |  |  |
| Access suitability of activity |  |  |
| Check availability of premises / equipment |  |  |
| School completes draft risk assessment for activity and ensures all risks can be covered |  |  |
| Check availability of premises staff and agree booking with them. Determine overhead charges from Cofely |  |  |
| Calculate cost of hire |  |  |
| Take up references (where appropriate) |  |  |
| See a copy of the Child Protection Policy and DBS checks and safer recruitment procedures (as appropriate) for all organisations providing services to children |  |  |
| See copy of hirer’s Public & Employer’s Liability insurance policy. Also PAT testing document if necessary |  |  |
| Book letting into diary with hirers name and contact number |  |  |
| Send confirmation of booking and invoice. (Check if VAT chargeable – reference latest VAT guidance from CE) |  |  |
| Deposit / payment received |  |  |
| See completed risk assessment for activity from hirer and ensure all risks are covered |  |  |
| Issue Lettings Contract and receipt for payment |  |  |
| Induct lessee into fire procedures etc |  |  |
| Re check booking in diary, arrangements with premises staff and others, where appropriate |  |  |
| Check that payment appears on the school’s bank account and record separately on the school’s finance system |  |  |
| Return deposit (if one paid) |  |  |

***Appendix E***

***RISK ASSESSMENT***

|  |
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| **REF NO** |
| **Location within St George’s Primary School** |
|  |
|  |  | tick | Specify exact room(s) |  |
|  | classroom |  |  |  |
|  | playground |  |  |  |
|  | hall |  |  |  |
|  | outdoor space |  |  |  |
|  | other |  |  |  |
| **Who could be at risk** |
|  |  | Tick & specify if relevant |  |
|  | Hirer’s staff / people they are responsible for |  |  |
|  | Public/vistors |  |  |
|  | pupils |  |  |
|  | premises manager /cleaners |  |  |
|  | teachers / TAs |  |  |
|  | volunteers |  |  |
|  | parents |  |  |
|  | contractors |  |  |
|  | others (specify) |  |  |
| **Assessor name Role****Signature** |
| **Date of assessment:** |
| **Review date:****(eg at start of hire, or after set period)** |
| **Relevant staff and others to be informed:** |

***Please see over for assessment of hazards and proposed control measures***

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| **RISK ASSESSMENT TEMPLATE FOR LETTINGS – CONSIDER THE TASKS/ISSUES, IDENTIFY HAZARDS AND CONTROL MEASURES REQUIRED** |
| **No** | **Task or Issue** | **Hazards****- what can go wrong** | **Recommended Control Measures** | **In Place** | **Risk Level \*** | **Additional Control Measures Needed to reduce risk? (state what)** | **Date when all control measures in****place** |
|  |  |  |  | **Yes** | **No** |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |

**\* Risk Level =** WHAT IS THE LIKELIHOOD OF HARM & THE SEVERITY OF THE CONSEQUENCES?

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| **RISK ASSESSMENT TEMPLATE FOR LETTINGS – CONSIDER THE TASKS/ISSUES, IDENTIFY HAZARDS AND CONTROL MEASURES REQUIRED** |
| **No** | **Task or Issue** | **Hazards****- what can go wrong** | **Recommended Control Measures** | **In Place** | **Risk Level \*** | **Additional Control Measures Needed to reduce risk? (state what)** | **Date when all control measures in****place** |
|  |  |  |  | **Yes** | **No** |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |

**\* Risk Level =** WHAT IS THE LIKELIHOOD OF HARM & THE SEVERITY OF THE CONSEQUENCES?