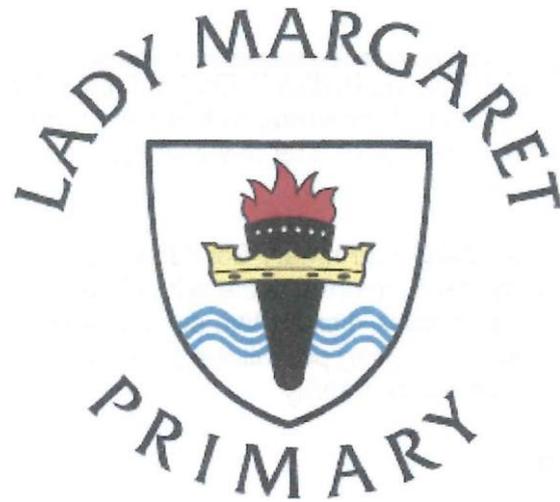


Lady Margaret Primary School



Where children come FIRST

Lettings Policy

Approved by:	Resources Committee	Date:
Last reviewed on:	September 2021	
Next review due by:	September 2022	
Signed by:		

LETTINGS POLICY AND CONDITIONS OF HIRE

INTRODUCTION

Lady Margaret Primary School supports the community and private organisations by letting the school premises for appropriate activities that are carried out under the supervision of suitably trained people.

It is a condition of hire that the procedure detailed in the "Terms and Conditions of Hire" section is accepted and followed.

AIM OF LETTINGS POLICY

The school's primary aim for lets is to raise funding to enhance development of the school. The secondary aim is to assist organisations that help children to develop in a whole and balanced way and to learn the skills necessary to reach their full potential. Priority will be given to staff running extra-curricular clubs and the P.S.A. privately run organisations – or those not directly connected to the school – will be charged at differentiated rates. The school is committed to providing a safe environment and takes all reasonable precautions to ensure that events that take place on the school premises are properly supervised.

SCOPE

This policy covers all private hire activities on the school premises and applies to all those attending such activities, whether or not they are pupils at the school.

TERMS AND CONDITIONS OF HIRE

1. GENERAL CONDITIONS

- 1.1. The routine of the school must not be disrupted. This means that the earliest time any part of the school may be let is 4.45pm during term time. In many cases, the school will use its discretion to decide the most appropriate time for lettings to commence and cease.
- 1.2. Any let **must be agreed by the Headteacher** to ensure it is practical.
- 1.3. Every effort must be made by the **Hirer** before a let to protect school books, instruments, displays or anything else that is in the area of the let. Damage to any property will be charged directly to the **Hirer**.
- 1.4. The premises must be left in good order and vacated not later than the time booked. A charge will be levied for any time used over and above that booked. **Money may be deducted from the deposit should a letting run overtime.**
- 1.5. No **Hirer** shall sub-let the premises to another party.
- 1.6. No announcement or advertisement shall be made as to the proposed event or activity for which a hiring is requested until the application for such hiring has been accepted by the Headteacher and Governing Body.
- 1.7. The final decision to let the school rests with the Headteacher, in consultation with the Governing Body. The organisation of lets are an operational matter although their occurrence should be in line with the strategic aims of the school.

- 1.8. The Headteacher, in consultation with the Governing Body, reserves the right to decline any applications at their absolute discretion, in particular where the organisation does not uphold the values of the school, or reputational damage may occur.
- 1.9. Governors will be notified of lettings periodically.

2. APPLICATION AND FEES

- 2.1. The person signing the form shall be an officer of the hiring organisation and shall be deemed to be the **Hirer** and the person responsible for ensuring that the hiring conditions are complied with, if the school accepts the application.
- 2.2. Lettings are charged on the basis of the level of space/services used see appendix 1. Charges are levied on the time the building is open, not the duration of the let. This allows an adequate level of time for cleaning and security checks.
- 2.3. Every application must state the exact nature and purpose of the meeting/activity for which the premises is required; failure to correctly identify the nature and purpose of the meeting may result in access being denied, or hiring terminated early.
- 2.4. Charges for hire are at the discretion of the Governing Body. Cover may be arranged for a **Hirer** where the **Hirer** will be indemnified.
- 2.5. The hiring form includes a clause making the **Hirer** responsible for any damage wilful or accidental or any theft. (The school's insurance will cover any major structural damage). A returnable deposit of £100.00 will be asked for and will be used to contribute towards the cost of damage repair/replacement should any be necessary.
- 2.6. **Hirers** will have access only to the particular room(s) let to them. The use of the W.C. accommodation will be made available. No access will be permitted to other parts of the building other than those specifically hired.
- 2.7. The Headteacher reserves the right to cancel a letting if the premises are closed or required for official purposes.
- 2.8. The new contract should specify room rate charges and the maximum number of pupils allowed in each class (normally 28).
- 2.9. Full payments of agreed price including the deposit must be made at least 14 days prior to the date of each hire.

3. INSURANCE

- 3.1. Schools advise Ealing Council's insurance section of the intention to hire by supplying the name, address and date and time of hire, so that confirmation of cover may be provided to the **Hirer**. The attached form must be completed Appendix 2.
- 3.2. Insurance Company's liability in respect of any one event is limited to £2500000. The first £250 of any claim in respect of third party property damage is not covered.

4. CANCELLATION

- 4.1. For ad hoc lets 7 days' notice of cancellation (in writing) by the **Hirer** must be given.

Deposits will not be refunded on cancellations of less than 7 days.

- 4.2. Where block bookings have been made on a termly basis, the school requires at least 8 weeks' written warning of the cessation of the contract (not including school holidays). The school would in turn give the same notice to the **Hirer**. If the **Hirer** requires a longer period of notice by the school, then the school would require identical notice from the **Hirer**.
- 4.3. The contract for long term lettings will run from 1st April until 31st March. Any review by the school of charges and/or conditions would be made by the previous December and the **Hirer** informed. The school would expect the **Hirer** to adhere to similar procedures when informing the school of any changes it proposed to make.

5. LICENCES

- 5.1. The hired premises shall not be used for the sale or supply of intoxicating liquor without the school's consent and such consent shall be subject to the **Hirer** first obtaining the necessary licence or permission required under current legislation, and producing this for the scrutiny if required. Notification of intention to sell and/or consume alcohol must be made on Hire Agreement Form.
- 5.2. The hired premises shall not be used for the holding of any public entertainment as the school building is not licenced for public entertainment purposes. Responsibility rests with the **Hirer** to obtain the appropriate licence from PRS (Performing Rights Society) or PPL (Phonographic Performance Licence) if required. If in any doubt, the **Hirer** is advised to contact Ealing Council's Environmental Health Officer for confirmation if a licence is required.
- 5.3. Lettings for music, dancing or stage plays are permissible only if the entertainment is for a closed organisation where admission is by invitation or ticket. The maximum group size is 80 people. Entertainments are regarded as private if admission is restricted to members of a club or similar association and their guests. The **Hirer** is advised to ensure that only members or persons specially invited, are admitted to any entertainment.
- 5.4. The hired premises shall not be used for any betting, gaming or gambling.
- 5.5. The **Hirer** shall indemnify Lady Margaret Primary School against any infringement of copyright which may occur during the hiring.

6. FURNITURE AND EQUIPMENT

- 6.1. The **Hirer's** use of the hired premises shall be deemed to include the use of chairs and tables only.
- 6.2. Where additional equipment is required by the **Hirer** this will be subject to an additional charge according to our published rates.
- 6.3. No equipment or furniture other than that provided may be used or left on the premises without written prior authorisation from the Headteacher.
- 6.4. The **Hirer** will be required to ensure that any item of furniture used during the hire is returned to its original position in its original condition prior to leaving the premises.

- 6.5. The school does not hold insurance to cover loss or damage to **Hirer's** property which is stored, kept or brought on to these premises. It is up to the **Hirer** to take out such insurance.
- 6.6. No preparations are to be applied to the floor or paintwork.
- 6.7. Use of equipment which may cause damage to the floors is forbidden.
- 6.8. The **Hirer** must undertake to make good any loss of property or damage to premises or property and to compensate the school against all actions, expenses, claims, damages, penalties and demands arising out of or in any way connected with the hiring. A guarantee or security against loss will be demanded prior to confirmation of booking if considered necessary by the Governors.
- 6.9. Any damage to the premises or its contents by the **Hirer** must be reported on the day of hire to the Site Manager or person from the school supervising the letting. This must be followed by a written report on the damage caused

7. GOOD NEIGHBOUR CLAUSE

- 7.1. Lady Margaret primary School is situated in a residential area and as such we are anxious to be good neighbours.
- 7.2. Loud music/noise must be kept to minimum. **No letting shall continue beyond 10.30pm** unless permission is obtained in writing from the School.
- 7.3. **All outside activities must be curtailed by 10pm on any day.**
- 7.4. Music/noise should not be heard from the premises at the school perimeter.
- 7.5. The **Hirer** must take responsibility for the clearance of litter and other such waste.

8. HEALTH AND SAFETY

- 8.1. The **Hirer/Hirers** shall during the hiring be responsible for:
 - a. Taking all measures necessary to ensure that the permitted number of persons using the hired premises is not exceeded, and to ensure that suitable means of escape are available for those attending;
 - b. The efficient supervision of the hired premises and for the orderly use thereof including the observance of the non-smoking policy anywhere on School premises;
 - c. Ensuring that a mobile telephone number is provided to the school in the event that contact needs to be made;
 - d. Ensuring that all doors giving access from the hired premises are kept unfastened and unobstructed and that no obstruction is placed or allowed to remain in any corridor giving access to the hired premises;
 - e. Ensuring that all proper safety measures are taken for the protection of the users of the premises and equipment including adequate adult supervision where young people are concerned;
 - f. Ensuring that electrical equipment brought into Lady Margaret Primary school is portable appliance tested and a copy of the certificate to be attached to the hire agreement;
 - g. Familiarising themselves and the users of the premises with the fire-alarm

positions; the locations of the fire-fighting equipment and the establishment's exit routes;

- h. Producing a fire exit plan that satisfies the school's requirements;
 - i. The provision of a suitable first-aid kit keep a log of any accidents;
 - j. compliance with the Food Safety Act where catering facilities are involved;
 - k. Audience seating must provide a minimum width of gangways of 1.1m, with gap between rows of fixed seating no less than 305mm;
 - l. Ensuring that they and the individuals participating adhere to the latest government guidelines on COVID-19 and social distancing at all times.
- 8.2. The **Hirer** shall at the end of the hiring be responsible for:
- a. ensuring that the hired premises are vacated promptly and quietly;
 - b. Ensuring that the hired premises are left in a safe and secure condition and in a clean and tidy state;
 - c. Returning the furniture and other moveable equipment to their original positions.

Failure to comply with these conditions may lead to additional charges.

- 8.3. The **Hirer** shall ensure that:
- a. No nails, tacks, screws, or other like objects shall be driven into any part of the hired premises nor shall any placards, decorations or other articles be fixed thereto;
 - b. No alterations or additions to any electrical installations either permanent or temporary on the hired premises may be made without written consent. Electrical apparatus must be switched off after use and plugs removed from sockets;
 - c. No open fires, candles or unauthorised electrical equipment shall be used on the school premises.

8.4. The **Hirer** shall not permit or suffer any damage to be done to the hired premises or any furniture or equipment therein and shall make good to our satisfaction and pay for any damage thereto (including accidental damage) caused by any act or neglect by himself, his agents or any person on the hired premises by reason of the use thereof by the **Hirer**.

8.5. The **Hirer** shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the school.

8.6. It is understood and agreed that Lady Margaret Primary School does not, either expressly or by implication, warrant the premises to be fit or suitable for any sporting or recreational purpose for which the **Hirer** intends to use them but rely entirely on the skill, knowledge and expertise of the **Hirer** in choosing so to use them and require the **Hirer** to discontinue that use immediately upon it becoming reasonably foreseeable that by reason of their condition a participant in or spectator to that sport or recreation or any other person is in danger of suffering injury, loss or damage.

8.7. Except insofar as the Unfair Contract Terms Act, 1977 (or any statutory modification or re-enactment of it) otherwise requires, Lady Margaret Primary School will not be responsible or liable in any way whatsoever or to any person whatsoever (and whether or not there shall be any negligence by its servants or agents) in respect of:

- a. any damage or loss of any property brought on to or left upon the hired premises either by the **Hirer** or by any other person;
 - b. any loss or injury which may be incurred by or done by or happen to the **Hirer** or any person resorting to the hired premises by reason of the use thereof by the **Hirer**;
 - c. any loss to breakdown or machinery, failure of electrical supply, fire, flood or government restriction which may cause the hiring to be interrupted or cancelled;
- 8.8. **The Hirer shall be responsible for and shall indemnify Lady Margaret Primary School against all claims, demands, actions and costs arising from the Hirer's use of the hired premises or from any loss, damage or injury suffered by any person arising in any manner whatsoever out of the use of the hired premises by the Hirer.**
- 8.9. **Smoking anywhere on the school site or grounds is prohibited.**
- 8.10. No animals or livestock may be brought onto the premises without prior written permission from the Headteacher.
- 8.11. **Hirers** must have and must provide evidence of first aid training, public liability insurance and any other insurance that Lady Margaret Primary School reasonably considers necessary.
- 8.12. The views of the school expressed by a member of school staff or governors will be final with regard to Health and Safety issues.
- 9. DBS CHECKS**
- 9.1. If a particular letting involves contact with children and young people under 18, children they must follow the guidance issued in Working Together to Safeguard Children 2021.
- 9.2. The **Hirer** must ensure and be able to fully demonstrate that they have complied with the Disclosure and Barring Service (DBS) Code of Practice .The **Hirer** specifically undertakes to ensure that all of its staff and volunteers providing or offering a service on behalf of the **Hirer** are subject to a valid enhanced disclosure check undertaken through the DBS including a check against the adults' barred list or the children's barred list, as appropriate.
- 9.3. It is the responsibility of the **Hirer**, as advised by the Headteacher, to ensure that they have complied with the above requirement and any relevant Ealing Safeguarding Children Board requirements for working with young people. When there is a requirement for DBS checks on associated staff to be undertaken, the **Hirer** must keep appropriate records in line with current Safeguarding and Child Protection best practice and report to the school any safeguarding concerns which may arise.
- 9.4. A copy of the DBS registration for the event organiser will be requested for lettings involving children under the age of 18
- 9.5. The **Hirer** will be required to provide evidence that DBS checks have been carried out on request. They will also be expected to show they have robust Safeguarding arrangements in place and that there is a named "designated person" for referring Child Protection and Safeguarding concerns.

- 9.6. The policies and procedures related to Safeguarding and Child Protection should be robust enough to stand up to scrutiny in line with the expectations of the school.
- 9.7. National organisations may have their own safeguarding policies and procedures that stand up to scrutiny and the school should satisfy themselves that the person responsible for the lease is fully aware of Ealing's policies and procedures as well.
- 9.8. Where the **Hirer** is providing sporting activity or coaching, valid and current first aid certificates must be in place when school or First-Aiders are not present.
- 9.9. A certificate of public liability insurance must also be in place for the provider. Coaches working for that provider must also be able to show evidence of public liability cover if that is a requirement of their role within the organisation that is hiring or letting the school premises.
- 9.10. An initial Safeguarding meeting may be appropriate prior to the beginning of a lease, to allow a briefing on how to report a child protection concern in Ealing and how to contact the Local Authority Designated Officer LADO if there is a concern about the suitability of an adult to work with children, meeting the criteria stated below –
- a. Behaved in a way that has harmed a child, or may have harmed a child;
 - b. Possibly committed a criminal offence against or related to a child;
 - c. Behaved towards a child or children in a way that indicates they may pose a risk of harm to children.
- 9.11. Lady Margaret Primary School specifically reserves the right to terminate this agreement with immediate effect if the **Hirer** does not have in force the appropriate arrangements with regards to the safeguarding of children in their care.
- 9.12. The Hire Agreement includes an Annual Safeguarding Declaration, Appendix 3, which must be signed by the **Hirer**.

10. RIGHT OF ENTRY

- 10.1. The Headteacher, School Business Manager, Site Manager, Leadership Team and others appointed by the Governors, shall have right of entry to the premises at any time during the hiring

Appendix 1: Hire charges



HALL HIRE PRICING

Availability 7 days a week

Monday	4:45pm	5:45pm
Tuesday	4:45pm	5:45pm
Wednesday	4:45pm	7:45pm
Thursday	4:45pm	5:45pm
Friday	4:45pm	5:45pm
Saturday and Sunday	9.30am	10.30pm

Hall Hire	Week day evenings		Weekends		Public Holidays		Room Dimensions	seats
Upper Hall	£ 30.00	per hour	£ 50.00	per hour	£ 75.00	per hour	19.5m x 8.6m	80
Lower Hall	£ 30.00	per hour	£ 50.00	per hour	£ 75.00	per hour	19.5m x 8.6m	80
Ground floor School House	£ 20.00	per hour	£ 30.00	per hour	£ 50.00	per hour	7.6m x 3.0m	6
Small Meeting Room	£ 20.00	per hour	£ 30.00	per hour	£ 50.00	per hour		8
Cleaning deposit of £100 is required for each booking								
Discounted rates available for block bookings								
Please note there are no kitchen or serving facilities for hire via the school.								
	Facilities			Equipment	<i>Pricing available on request</i>			
Upper Hall with Stage	Toilets			Film Projector	Projection Screen	Sound Equipment	Stage lighting	
Lower Hall	Toilets	Disabled toilet	Wheelchair Access	Film Projector	Projection Screen	Sound Equipment		



HIRE OF FACILITIES AT LADY MARGARET PRIMARY SCHOOL

Dates during the year when facilities will be unavailable due to school use or closure will be issued at the beginning of the school year in September. These dates may be subject to change, but prior notice will be given wherever possible.

DETAILS OF HIRER			
Name of organisation or Hirer			
Name of Responsible Officer/Hirer			
Home address of Hirer			
Public activity (sport, drama, religious, etc)		<input type="checkbox"/>	
Private event (Birthday party, wedding etc)		<input type="checkbox"/>	
Position in Organisation (if applicable)			
Activity of Organisation (if applicable)			
Contact Phone number		Main:	
		Mobile	
Email address			
DETAILS OF AGREEMENT			
I wish to hire the premises as detailed below		<input type="checkbox"/>	
I have received a copy of the conditions of hire and I agree to abide by them		<input type="checkbox"/>	
I agree to pay all charges which may be due		<input type="checkbox"/>	
I would like to request permission to serve/sell alcohol		<input type="checkbox"/>	
I understand that the Lady Margaret Primary School site, including grounds and premises, is a smoke-free environment. <i>(Failure to prevent smoking could lead to a substantial fine).</i>		<input type="checkbox"/>	
I will secure the appropriate licence(s) and pay the necessary fees in relation to the proposed event, where providing public entertainment or the school has agreed that alcohol may be sold. (evidence will need to be provided prior to hire)		<input type="checkbox"/>	
If you are a registered charity or a non-profit making community group, please provide documentary evidence of this		<input type="checkbox"/>	
I have appropriate safeguarding policies in place and the necessary Disclose and Barring Service checks completed. (copy attached)		<input type="checkbox"/>	
DETAILS OF PREMISES REQUESTED			
Rooms	Date(s)	Times (please allow time for your preparation and clearing up)	
		From	To
Upper hall			
Lower hall			
Meeting room			

Ground floor school house				
EQUIPMENT TO BE USED				
Projector			<input type="checkbox"/>	
Display screen			<input type="checkbox"/>	
Sound system			<input type="checkbox"/>	
Stage & Stage lighting			<input type="checkbox"/>	
Details of any electrical equipment to be brought on site		PAT tested - Evidence attached		
			<input type="checkbox"/>	
FURNITURE REQUIRED				
<i>If special seating / room arrangements are required please attach details / plans to this form - NB you may be charged for this additional service.</i>				
Tables:		Chairs:		
INFORMATION ON USERS				
Maximum number of participants				
Age range of participants				
Number of supervising adults				
RELEVANT QUALIFICATIONS OF SUPERVISING ADULTS				
Name		Qualification		
FIRST AID (not required for private parties)				
Appointed person		Qualification		
SAFEGUARDING (not required for private parties or public activities for over 18's)				
Designated Safeguarding Lead (DSL) for your organisation				
Contact number for DSL				
Please provide DBS information stating the name of the candidate, the level of DBS (basic, standard or enhanced) the date the form was issued, who issued it and the DBS number. (Originals will be checked and copies on file)				
Name	DBS certificate number	Level of DBS	Date Issued	By who
REFERENCES – 2 references are required for all long term hire agreements				
Reference 1		Reference 2		

Name		Name	
Address		Address	
Telephone number		Telephone number	
Email		Email	

1. Agreement

2. The **Hirer** confirms that adequate and appropriate insurance cover is in place for the activity to be carried out and has attached a copy to this document.
3. The Hirer confirms that all appropriate vetting procedures (including appropriate ID checks, Barred List checks, confirmation of address and proof of right to work in the United Kingdom) have been carried out on all employees and or volunteers.
4. The **Hirer** agrees to all hire charges as outlined by the School and to comply with the Terms and Conditions of Hire of the School Premises as per the School’s Lettings Policy.
5. ***The Hirer confirms that he/she is over 21 years of age, and that the information provided on this form is correct.***

Signed :.....(The **Hirer**) Date:

6. The school agrees to the hire based upon the above information provided by the **Hirer** and in accordance with the Terms and Conditions of hire of the School Premises as per the School’s Lettings Policy.
7. Permission has been granted / has not been granted for alcohol to be consumed on the premises.

Signed: (On behalf of the School) Date:

Please return this form via email to office@ladymargaret.ealing.sch.uk or to the school office. We will be in touch to inform you if your application is successful, and if so details of the full cost and documents that will need to be shared.

Appendix 3

ANNUAL SAFEGUARDING DECLARATION FORM

At Lady Margaret Primary School we strongly promote the need for vigilant awareness of safeguarding issues. It is important that all staff have appropriate training and induction so that they understand their roles and responsibilities and are confident about carrying them out.

Staff, pupils, parents and governors should feel secure that they could raise any issues or concerns about the safety or welfare of children and know that they will be listened to and taken seriously. This will be achieved by maintaining an ethos of safeguarding and promoting the welfare of children and young people and protecting staff and hirers. This is supported by clear behaviour, anti-bullying and child protection policies, appropriate induction and training, briefing and discussion of relevant issues and relevant learning in line with current legislation and guidelines.

In line with this ethos, the school may require hirers who have regular (4 or more days hire in a 30 day period) unsupervised access to young people to be checked through arrangements with the Disclosure and Barring Service. We will advise you separately if this applies to your booking.

All hirers who hire the premises and are involved in the supervision or training of under 18's / vulnerable people whilst using the school site are required to read the school's Child Protection Policy on an annual basis.

Any hirers who regularly work at Lady Margaret Primary School are also required to read Keeping Children Safe in Education 2021. Links to these policies and documents are below. Please can you click and read each policy. Once you have done this, please sign and return the safeguarding declaration form to the School Business Manager – Amanda Hancock sbm@ladymargaret.ealing.sch.uk

Name of Hirer Organisation	
Description of Activity you will be doing on site	
Does this Activity involve the supervision of young people (under the age of 18?)	Yes/no
Date	

I confirm that I have received, read and understood the following:

Lady Margaret Primary School Child Protection Policy
Keeping Children Safe in Education 2021 Part 1 Annex 1 and part 5

I understand my responsibilities and confirm I will follow the Child Protection Procedures should I have any concerns about a child.

Signature..... Date.....

Print name.....