



**Joining together
to build our future**

LETTINGS POLICY

2021

Reviewed by: Sonu Somra

Date: March 2021

Ratified by Chair of Governors:

Next review date: March 2022

BPS

BRAMPTON SCHOOL LETTINGS POLICY

Our policy is to encourage greater community use wherever possible and having full regard for the Sex Discrimination Act 1975, the Race Relations Act 1976 and the Brampton Primary School Health and Safety Policy.

PREMISES

In this agreement the use of the word 'premises' means the accommodation hired, any ancillary accommodation used (e.g. toilets, means of access) and the curtilage of the school.

All lettings will be subject to:

1. Economies of use.
2. Control of noise and disturbance to neighbours.
3. Availability of Site Supervisor/cleaning staff, having regard for maintenance work, Bank Holiday entitlement, the school's general financial situation and other factors the staff and governors deem relevant.
4. All lettings to be subject to Site Supervisors control throughout.
5. Each application to be considered on its merits and the suitability of the school premises to accommodate.
6. Priority of hiring on the basis of first come first served subject to equal opportunities considerations.

1.0 APPLICATION

- 1.1 All applications for lettings to be reviewed by the Head Teacher and School Finance Manager who will then consult the Site Supervisor. Notification will be issued within seven working days as to whether the let will be allowed. The Head Teacher reserves the right to request further particulars of any proposed letting.
- 1.2 The person who applies for the accommodation will be deemed the hirer and must be over 18 years of age. The Hirer shall be the person who signs the form of application and shall be responsible for the payment of the hiring charge and for the observance of the terms of the application and must be present at the function.
- 1.3 Letting on a regular basis must be signed for 3 months. This will be reviewed and renewed on a 3 monthly basis provided that the letting is in the school's best interest.
- 1.4 The Governing Body reserves the right to refuse any application for hire.
- 1.5 Animals with the exception of guide dogs are not permitted on school premises.
- 1.6 No kitchen facilities are available for use.

2.0 PROHIBITED ORGANISATIONS

- 2.1 Bookings will not be accepted from groups which hold views contrary to the ethos of the school in terms of diversity, tolerance and community cohesion.

3.0 **PAYMENT OF CHARGES**

- 3.1 If a letting is agreed, a deposit of £120.00 should be paid immediately. This includes £20 non-refundable admin charges and £100 refundable after the event date.
- 3.2 **The deposit of £100 will be retained** if there is any damage or breakage or if the caretaker is required to stay longer than half an hour after the booking period to clear up. This will not affect any rights to recover sums for additional costs in excess of the deposit.
- 3.3 Payment by bank transfer will only be accepted. Any unpaid balance of the charge should be paid as soon as possible, and no later than 21 days before the letting.
- 3.4 If there is less than 2 weeks' notice of booking, the deposit and hire charge must be paid in cash or instant bank transfer, immediately.
- 3.5 On successful completion of the letting and satisfactory report from the Site Supervisor, the letting deposit will be refunded in full within 30 working days following the function.
- 3.6 The right is reserved to refuse access to the premises hired if the whole of the charge has not been paid.
- 3.7 Any hire of school equipment that is arranged by the school may incur additional charges.
- 3.8 An additional charge will be incurred if the use of the playground is required for car parking.

4.0 **CAPACITY LIMITS**

- 4.1 Safe capacity of the areas for lettings are:

<u>Where all persons attending are:</u>	<u>standing</u>	<u>seated</u>
Dining Hall & Sports Hall	250	200
Conference Hall	40	35
Parents Room	25	20

As stipulated by the Health & Safety Officer.

The type of activities allowed in these areas will depend on latest national and local government guidance on COVID-19, including on protective measures and social distancing.

5.0 **ALCOHOL**

- 5.1 **NO** alcohol to be allowed on the premises. If alcohol is observed the school reserves the right to terminate the booking with no refund of charges or deposit.

6.00 **CANCELLATION/ TERMINATION**

- 6.1 Hirers are allowed to cancel or postpone the use of accommodation they have booked on payment of the following charges:

If 14 days or more notice is given:	£20.00
If less than 14 days notice is given:	50%of letting fee

Unless in either case the accommodation has been rebooked.

- 6.2 If cancelled by the school, full reimbursement of fees paid will be made.
- 6.3 The Governing Body will not be responsible for any loss of income or expenses sustained by the hirer resulting from such cancellation.
- 6.4 Regular lettings going on for over 3 months can be terminated by the school or the hirer by giving one month written notice.
- 6.5 We reserve the right to cancel any agreed hiring immediately if there is local lockdown or suspected/confirmed case on the premises. A full refund will be issued if we do cancel a hire. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.
- 6.6 The hirer of the premises can cancel any hire immediately if there is a local lockdown or if there is a suspected/confirmed case among the hiring group. A full refund will then be issued to the hirer.

7.0 **LOSS OR DAMAGE/LIABILITY INSURANCE**

- 7.1 The hirer must provide their own Risk assessment and have Public Liability Insurance (£5 million Public Liability Insurance) unless the letting is to a private individual e.g. for birthday party/ wedding etc.

The Governing Body cannot, under any circumstances, accept responsibility or liability in respect of any damage to or loss of property whatsoever, by the Hirer or person attending the function.

The Hirer shall indemnify the Governing Body against all actions, proceedings, claims and demands whatsoever which may arise as a result of the hiring.

- 7.2 No item shall be brought onto the premises which is likely to cause damage to the structure, finishes and covering of the building.
- 7.3 The Hirer will accept full responsibility for any damage during letting and/or the cost of making good any damage, which occurs during the letting.
- 7.4 All facilities should be left in a clean and reasonable condition otherwise any additional costs arising from the need to clean such facilities shall be an additional cost incurred by the Hirer.

8.0 HOURS OF LETTING

- 8.1 Hours of letting are as follows:

Weekdays (Mon – Thurs)	5.00pm – 10.30pm
Fridays	5.00pm – 11.00pm
Saturdays/Sundays	9.00am – 11.00pm

- 8.2 Normally lettings will be booked according to Hourly basis, which is based on the following:

<u>Period</u>	<u>Sessions</u>
Weekdays	Minimum 3 hours (Includes 1hr set up and set down time)*
Weekends	Minimum 4 hours (Includes 1hr set up and set down time)

- 8.3 The above times are final. Functions should cease 30 minutes before stated finish to enable clearing up to take place.
- 8.4 The Hirer is responsible for ensuring that the premises are secured when the event has finished or ensure that the Site Supervisor is present.

***this means that in weekdays the hirer pays for 3 hours, however the event should last only 2 hours.**

9.0 REMOVAL OF ARTICLES

- 9.1 Caterers, contractors and others employed to supply refreshments, decorations etc., will be required to remove and clear away all their articles and property before the letting terminates. Hirers are required to give their caterers/contractors notice accordingly. This also applies to any refuse accumulated and additional costs of removal or cleaning shall be paid by the Hirer.

10.0 LICENCES

10.1 Hirer to ascertain and obtain if necessary a music/dancing/entertainment/theatre/cinematograph licence from the appropriate section of the London Borough of Newham.

11.0 ENTERTAINMENT PROGRAMME

11.1 The Hirer shall supply a copy of any programme of any entertainment to be given during the letting, if required, for approval.

12.0 ADVERTISING

12.1 No advertising material relating to activities in the premises will be permitted without the express permission of the Governing Body.

13.0 FIRE PREVENTION

13.1 No cotton wool decoration or inflammable materials shall, on any account, be used for decoration or other purposes within the premises. No smoking allowed on the site including the playground or front entrance. (Evidence of smoking will lead to loss of the deposit.)

13.2 The Hirer must ensure that any arrangements for means of escape from fire are apparent to the Users/ Caterers/ Contractors.

14.0 SMOKING

14.1 The premises of Brampton Primary School is a **NON SMOKING AREA.**

15.0 COMPLAINTS

15.1 Any complaint must be made in writing to the Chair of the Governing Body. In any matter arising from such a complaint the Governing Body's decision is final.

16.0 POLICY AMENDMENT

16.1 The Governing Body reserve the right to amend their Lettings Policy as and when necessary.

17.0 GAMBLING

17.1 Gambling will not take place on school premises without the express permission of the Governing Body in writing and except in accordance with the conditions of the Gaming Act 1958.

18.0 **UNOFFICIAL LETTINGS**

18.1 **NO** unofficial lettings will be allowed. All lettings should meet the criteria as set out in this policy and authorised by the Headteacher or School Finance Manager. If in doubt, check with LA.

19.0 **RIGHT OF ENTRY**

19.1 The Governing Body or those delegated by the Governing Body reserve the right to enter the premises at all times.

20.0 **PRESERVATION OF ORDER**

20.1 The Hirer is responsible for the preservation of good order during the letting and for any damage that be done to the school, property or premises in consequence of the letting. In the event of damage, the Hirer will be responsible for the costs of any reparation.

21.0 **SCHOOL FURNITURE, PROPERTY & EQUIPMENT**

21.1 School furniture, property and equipment shall not be moved except by arrangement.

22.0 **HEALTH & SAFETY**

22.1 All lettings to be carried out in accordance with Brampton Primary School Health and Safety Policy.

22.2 The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time. This includes implementing COVID-19 protective measures in line with the latest government guidance.

22.3 The hirer will clean their own equipment brought into the premises, and clean the premises after use. Cleaning responsibility will rest with whoever you feel comfortable allocating this to, in line with your COVID-19 risk assessment and guidelines.

22.4 The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running. This includes a risk assessment for COVID-19.

22.5 The hirer and the individuals participating are responsible for adhering to the latest government guidelines on COVID-19 and social distancing at all times.

22.6 All providers and adults on the school premises must download the NHS Covid-19 app in order that they can be traced and contacted if there is a local infection. They must also scan the QR code on entering the school premises.

23.0 **HIRER**

23.1 A community letting is lettings by non-profit organisations promoting health and well-being in the community, such as fitness classes etc.

23.2 A private letting is lettings for personal family functions such as birthday parties, wedding etc.

23.3 A Business letting is lettings by private companies for training, meetings etc.

24.0 SPECIAL RATE FOR BRAMPTON SCHOOL CHILDREN

24.1 There is a special rate for Brampton school children to celebrate birthday parties in school venue. For 5 hours hire from Monday to Saturday is £170 and on Sunday is £200 for up to 100 people. In case the letting is required for more than 5 hours, the cost of private lettings per hour will be charged for extra hours.

APPLICATION FOR HIRE OF ACCOMMODATION AT BRAMPTON PRIMARY SCHOOL

Name _____

Address _____

_____ Telephone Number _____

Group/Organisation _____ Position in Group _____

Date(s) of use _____

Event _____

Non-refundable Admin Charge Yes/No _____

Accommodation	From - To	
Sports Hall Dining Hall Conference Room Parents Room		Is food and drink to be served? Yes/No _____ Caterer's Name & Address _____ _____ _____
Community/ Private / Business		Number of people in attendance, inclusive of children

		_____ Equipment Hire Yes/No Fee _____
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I declare that I have viewed the accommodation available at Brampton Primary School in connection with my hiring of the premises on _____ together with means of escape, fire exists and toilet facilities and they are to my satisfaction.

I hereby agree to be bound by, and conform to, the Regulations and Conditions of Lettings, a copy of which I acknowledge to have received, and to indemnify the Governing Body in accordance with these conditions.

I declare that I am 18 years of age/or over and that the booking is not made on behalf of or in the interests of a prohibited organisation as set out in the regulations.

Date _____ Signed _____

SITE SUPERVISOR IS NOT PERMITTED TO ACCEPT APPLICATIONS OR REMITTANCES

BRAMPTON PRIMARY SCHOOL

APPROVAL OF LETTING

1. The Site Supervisor will be available Yes/No

Signature of Site Supervisor _____

A Relief Site Supervisor will be available Yes/No

2. Agreed on behalf of the Governing Body.

Signature of Headteacher/ SFM _____

FOR COMPLETION BY FINANCE OFFICE

	<u>Amount</u>	<u>VAT</u>	<u>Total</u>
Admin Charges	_____		
Refundable Indemnity Deposit	_____		
Letting Fee	_____	_____	_____

Refreshment fee/ Equipment Hire Fee	_____	_____	_____
Car Park Fee	_____	_____	_____
<u>Amount Collected</u>	_____	_____	_____
Additional Cleaning Costs	_____	_____	_____
Damage/Breakage Costs	_____	_____	_____
<u>Sub Total</u>	_____	_____	_____
Less refund of Deposit	_____	_____	_____
<u>Total Income</u>	_____	_____	_____

Final Account

VAT Amount	_____
Net amount credited to School's Income Budget	_____

SCHEDULE OF CHARGES W/E FROM JANUARY 2018

AREA	HIRER	MON-FRI	SAT	SUN
Sports Hall/ Dining Hall/ Conference room / Parents room	Community	£35/hr	£45/hr	£55/hr
	Private	£40/hr	£50/hr	£60/hr
	Business	£45/hr	£55/hr	£65/hr

Car Park Use: Extra £15 per hour. (Please note that the Refundable deposit will be confiscated if the car is left in the car park overnight.)

MINIMUM OF 4 HOURS FOR FRIDAY/SATURDAY/SUNDAY

ALL CHARGES ARE PER HOUR
Hiring during School Hours 9am – 3.30pm

AREA	HIRER	MON-FRI 9am – 3.30pm
Conference room	Community	£120
	Private	£160
	Business	£200

Parents room	Community	£110
	Private	£150
	Business	£190

Refreshments: £10.00 per person (Includes Tea, Coffee, biscuits and Lunch)

ALL LETTINGS ARE SUBJECT TO £120.00 DEPOSIT – UNLESS THEY ARE SUBSIDISED BY THE SCHOOL’S GOVERNING BODY.

Contact person: Mrs S Somra (School Finance Manager)

Phone: 02084720830 email: sonu.somra@brampton.newham.sch.uk

NOTES/INFORMATION FOR HEAD TEACHER AND GOVERNORS

It is important to follow the procedures laid down on the application form being submitted, and a meeting with the Head Teacher & School Finance Manager and the Site Supervisor to discuss possibility of let. If a let is possible and Brampton Primary’s Site Supervisor is unavailable, he will try to get a Relief Site Supervisor to cover. Therefore, no decision can be made until all the relevant information is available and only then the Hirer to be advised in writing.

The Governing Body Section has advised that the school is covered by insurance for any authorised lettings.

The Site Supervisor to acquaint Hirer with means of escape, fire exists and toilet facilities.

Specific directions may become necessary in response to particular situations as they arise.

Music It is possible for each Hirer to obtain their own music licence. Please check www.newham.gov.uk/licensing for “Temporary Event Notice” or call 02033731925 for more information. Please note that you must apply 10 working days in advance to get the license.

Governors should be aware when considering a letting whether these infringe upon the Copyright, Performing Rights or Young People Performing Laws.

List showing location of fire extinguishers, together with fire drill (in frame under glass) to be displayed in appropriate areas of the school.

Lettings to be carried out in accordance with Brampton Primary School Health & Safety Policy at all times.