



Yewtree Primary School

Lettings Policy

Date adopted: January 2008

Date amended: June 2018

Date reviewed: February 2019

Review period: 4 Years

Date for review: February 2023

Held by: Resources Committee

Governor Responsibilities

The Law states that governors control the use of the school premises outside normal school hours, but they must comply with any directions given by the Local Authority.

The Local Authority has a legal requirement placed on them to provide accommodation for certain bodies, i.e. community language classes, as outlined in Section P of the HCC Property Matters guide.

The Local Authority controls the use of community school premises during normal school hours, but the day-to-day management is the responsibility of the Headteacher. If there is a surplus of accommodation during the normal school day then the Headteacher can let those facilities on a normal letting basis (i.e. governors cannot enter into a lease or tenancy agreement).

The governors of Yewtree Primary School are keen to promote the Local Authority policy in encouraging the community use of school buildings and facilities.

Daily control of school lettings is the responsibility of the Premises Manager (and the Head Teacher), who is authorised to negotiate fees within the limits determined by the Governing Body.

The school secretaries are responsible for maintaining records for each organisation or individual hiring Yewtree Primary School premises.

Charging Rates

Use of the premises for activities such as staff meetings, parent meetings, Parent Teacher association activities, Governing body meetings and extra curricular activities of pupils supervised by school staff, falls within the corporate life of the school and are not charged as part of our free lettings scheme.

The governors determine their own charges for all lets outside the Free Letting Scheme taking into consideration basic running costs, e.g. heating, caretaking and cleaning, etc. These rates are reviewed by the Resources Committee on an annual basis, usually as part of the budget setting process, and the new rates approved through the Governing Body as recorded in their minutes. The new rates are normally implemented from the start of each academic year.

The school is expected to apply the governor approved rates for all hirers to the school. However, to promote community use, the Resources Committee may use their discretion to give a 10% discount to certain hirers. This must be discussed with the Headteacher prior to agreement and details recorded with the hirers records.

Letting Applications

Enquires for the hire of the school premises are directed to the SBM in the first instance. At the start of each hire period the hirer is required to complete a Lettings Application form (L01) which can be found as appendix A of this policy. This form sets out the facilities available for hire and allows the hirer to clearly show dates and times required and re occurrence of the let. The L01 form is then used to calculate hire charges and forms the basis of each invoice.

The Lettings Terms and Conditions (L02), appendix B to this policy, should be agreed to and must be signed in conjunction with the L01 form. On receipt of the L01 and L02, the SBM will confirm the letting in writing and arrange for an invoice to be raised. **Please note the letting is not considered official until written confirmation from the school has been received.**

Insurance

Prior to the first session of any hire period, the hirer will be required to complete a Lettings Indemnity Form (L03) which can be found as appendix C of this policy. The SBM will ensure that the hirer holds their own public liability insurance with a minimum value of £5,000,000. A copy of the insurance certificate must be obtained and kept on file for each letting. If the hirer does not hold their own insurance, a 5% charge will be made to include them in the school's cover, taken out via the local authority.

VAT

Where the hire involves the use of the school sports hall or sporting facilities, consideration must be given to the potential for VAT, as set out by the Local Authority.

Where it is not clear whether the hirer is a club, the SBM will consult with the Local Authority to determine whether VAT is chargeable. All commercial users of sports facilities are charged VAT.

The hire of equipment and some other specialist areas of the school may also be subject to VAT. In these instances, the SBM will consult with the Local Authority.

If the Hirer is exempt from VAT charging, the Clubs and Associations form (L04) is required to be completed along with evidence of such membership and passed to the SBM at the time of application.

Invoicing

On receipt of L01, L02, L03 and L04 invoices will be raised. For casual hires, full payment is required 48 hours prior to the event taking place. Failure to make payment will result in the hiring being cancelled.

For regular hiring's, invoices will be raised for the whole period and payment is required in advance of the letting period. Failure to pay will result in the hire agreement being terminated.

Termination

Termination will be subject to agreement with the school and the hiree and should be received in writing. The notice period required will be that of your billing period, but never less than 30 days.

Hire charges must be paid in full in advance of each session of hire

Hire Charge Rates for 2019/2020

Facility

Location	Hourly Rate Weekdays for the first 6 weeks	Hourly Rate Weekends for the first 6 weeks	
KS2 Hall	£15.00	£20.00	
KS1 Hall	£15.00	£20.00	
Playground	£15.00	£20.00	
Community Room	£15.00	£20.00	
Playing Field (including pitches)	£15.00	£20.00	£250 Per Season

Letting fees for other booking requirements and for longer term bookings will be negotiated.

Lettings Application form

1. Please submit application to Premises Manager at least 14 days in advance.
2. Please complete in **BLOCK LETTERS**.

Hiring Organization	
Name:	
Address:	
Telephone:	
e-mail:	
Purpose of Hire:	

Area to be hired:		Specific Requirements:
KS2 Hall	<input type="checkbox"/>	
KS1 Hall	<input type="checkbox"/>	
Playground	<input type="checkbox"/>	
Community Room	<input type="checkbox"/>	
Playing Field	<input type="checkbox"/>	

Frequency of hire		Period of hire		
Single let <input type="checkbox"/>	Regular let <input type="checkbox"/>	Termly <input type="checkbox"/>	Quarterly <input type="checkbox"/>	Other <input type="checkbox"/>
Day:	Start Time:	End Time:		
<small>NB: Please allow for clearing up time in your request for hire, ensuring start time commences from the time of entering the premises and your finish time is when you vacate the premises. Should you overrun your hire time you will be charged for every quarter of an hour overrun. Attendance on site over and above your booking time will be at the discretion of the attending officer who is authorized to ask you to leave site if no prior approval has been agreed.</small>				
Weekly <input type="checkbox"/>	Monthly <input type="checkbox"/>	Other <input type="checkbox"/>		
Start date:		End date:		
Dates not required:				

Signed:	Date:
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Authorised by Head teacher	Signed:	Date:
Invoice No:	Signed:	Date:

Appendix B (L02)

Terms and Conditions of Hire

Hirer's Checklist

Please ensure that you complete the following:

- Thoroughly read these Terms and Conditions of Hire
- Sign the Lettings Application form (L01) confirming your full compliance with the terms and conditions of hire in L02, and return form L01 to the school
- **Complete forms L03 and L04 and provide supporting evidence to the school.**

Alcohol

- If you wish alcoholic drinks to be provided you must:
 - Inform the school at the time of booking and await confirmation from the SBM
 - **Obtain a Drinks Licence from a Local Magistrate (giving at least 2 months' notice) or ask a Publican to obtain a licence (giving at least 6 weeks' notice)**
 - Notify the local police one week before the event
 - Ensure no alcohol is supplied to persons under 18
 - Ensure no one is admitted to the function after 10:30 pm
 - (Licensees are responsible for running the bar and its conduct)

Entertainment Licence

- If you are arranging a Public Performance such as a play, concert or dance and in the event of tickets being sold at the door or paid at the door:
 - **Obtain an Entertainment's Licence from your local District or Borough Council well in advance of the event allowing a minimum of 28 days. For further clarification, please contact your District or Borough Council.**
 - Ensure copyrights are not infringed and all appropriate returns are made to the Performing Rights Society
 - Ensure that all your activities including pre-publicity of the event conform to statutory fair trading controls (contact Trading Standards Department 01438 737300 or hertsdirect.org for further details)

Maximum Capacity for school functions

There are no broad guidelines as each school is individually assessed, the school should either arrange for the Local Licensing Officer to visit them independently or with the Fire Brigade, advice will be given on the number/sighting of exits, evacuation speed and occupancy figures.

Lettings Policy

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1. CARE OF THE PREMISES

- 1.1 The Hirer shall indemnify the school and the County Council from and against all costs, claims, expenses or damage incurred or suffered by the school or County Council arising either directly or indirectly out of the use by the Hirer of the hired accommodation and equipment at the school
- 1.2 The Hirer is required, in addition, to take out Public Liability Insurance, and to let the school have a copy of the cover note in advance of the hiring, unless they purchase cover through the school's annual Public Liability Insurance policy.
- 1.3 Reasonable care shall be taken to protect any surface or equipment, which is likely to suffer damage as a result of hire. Even though the cost is repaid to Governors and County Council, considerable inconvenience is caused for other persons wishing to use the building.
- 1.4 The Governors wish to emphasise, therefore, that it is the responsibility of the Hirer to ensure that maintenance of order, and in particular the clearing of the premises at the end of the function. Any misconduct by any person attending the function may result in the Hirer and his/her organisation being refused further bookings.
- 1.5 If the premises are not fully vacated by the time given for the function to end, a surcharge will be made for extra time.
- 1.6 The Caretaker on duty, or some other person designated by the Head teacher of the school is responsible to, and the representative of, the Governors for the care of the premises.

2. PRIVATE PROPERTY

No responsibility can be accepted by the Governors or the County Council for loss of, or damage to, any property, which may be brought onto the premises as a result of the hiring.

3. PAYMENT

- 3.1 When the booking is made, the Hirer shall pay 10% of the hire charge by way of a deposit. This will not be returned in the event of a cancellation by the Hirer.
- 3.2 Payment of the balance of the full amount of the charge for the use of the accommodation and services shall be made not later than ten working days before the date on which the accommodation and services are to be used by the Hirer.
- 3.3 The Governors reserve the right to refuse any application or terminate the agreement at any time for non-payment.

INSTALLATIONS AND USE OF PREMISES

- 3.4 The Hirer shall not permit any interference with the gas system, pipes, electric wiring, lights switches, or other installations of the school without the previous consent of the *Governors* in writing.
- 3.5 No nails, screws, adhesive or adhesive tape shall be fixed to the floor, walls, ceilings or any other part of the building nor shall any platform or other erection, or any decoration be put up without the previous consent of the *Governors* in writing.
- 3.6 The Hirer shall confine his/her activities to the accommodation and equipment hired, and is not to use any other part of the school except insofar, as is necessary for access purposes.
- 3.7 Users of premises must remember that the school is primarily intended for education and much trouble and work will be saved if the premises are treated with care and respect. Work and equipment should not be touched, and furniture moved only when necessary and replaced in its original position unless otherwise directed.
- 3.8 The hire of a particular room will normally include the use of the furniture usually present in the room without further charge, but at the end of the let it is the Hirer's responsibility, under the direction of the *Caretaker* or other representative of the *Governors*, to move the furniture back to its original position or to such a place as will facilitate cleaning (usually this will mean stacking it to the side). Failure to do this may result in an extra charge for the additional time spent in cleaning.
- 3.9 Hirers must comply with no-smoking requests.
- 3.10 No application will be granted for any purpose, which may jeopardise the insurance of the school.

4. MAXIMUM ATTENDANCE

- 4.1 For information on the maximum number of persons to be admitted to a meeting contact your *Local Licensing Officer* (address available from the school)
 - **There are no broad guidelines as each school is individually assessed the school should either arrange for the *Local Licensing Officer* to visit them independently or with the *Fire Brigade***
 - **Advice will be given on the number/sighting of exits, evacuation speed and occupancy figures**
- 4.2 The number of chairs suitable for adults in *Primary schools* is usually less than the maximum capacity of the hall. Subject to 5.1 additional chairs may be brought in by the Hirer at his/her own expense. The *SBM* should be consulted about times of delivery and removal.

5. USAGE OF SCHOOL PREMISES ON BANK HOLIDAYS

No application for the use of the premises shall be granted for Bank Holidays, except with the consent of the Chair of the Governing Body. Where consent is given, the use of the school premises must end at 10:00 pm. An extension of this may be approved in special circumstances and prior notice should be given.

6. TERMINATION

- 6.1 If the Governors are required by prior arrangement or by law to provide accommodation for any person or purpose, the right is reserved to cancel at any time any conflicting arrangement for the hiring of any or all of the accommodation or services, even if the hiring has previously been confirmed by the Governors.
- 6.2 The Governors reserve the right to terminate any letting without notice where complaints are received as to the use of the premises by the Hirer.
- 6.3 The letting shall automatically be terminated by any breach of the conditions contained herein.
- 6.4 The Governors and County Council also reserve the right to terminate any letting at any time prior to, or during, the hiring where it is considered that the use of the premises is likely to occasion a risk of disorder or damage or injury to persons or property.
- 6.5 In the event of any cancellation or termination of a hire by the school for the reasons above or for any other reason (e.g. failure in the heating arrangements), a proportionate part of the payment (or in the case of cancellation before the hire starts, the whole payment) representing the payment for the unexpired period of the letting shall be refunded to the Hirer. Any such refund shall be accepted in full satisfaction of any loss or damage caused by the cancellation and the Governors and County Council shall have no further liability in that respect.

7. CHANGES IN CHARGES

The Governors reserve the right to change the charges for use of the accommodation at any time prior to the hiring, including after the acceptance of the application form and 10% initial payment, after giving one month's notice in writing of their intention to do so. Once the Governors have given notice of a proposed increase, the Hirer shall be entitled to terminate the hiring by notice in writing within one week of receiving the notice of the change, and any deposit paid shall be refunded.

8. FAILURE TO USE ACCOMMODATION

In the event of the accommodation and/or services not being used by the Hirer, or not used in full as booked, no money that has been paid shall be refunded.

9. USE AND TIMES

The Hirer shall not use the accommodation and/or services for any purpose other than that specified on the application to hire form, and shall neither enter the premises before, nor leave them after, the times stated on the application form.

10. COPYRIGHT

It is the responsibility of the Hirer to ensure that he/she complies with all the requirements of the law referring to copyright (including returns to the Performing Rights Society 020 7580 5544)

12. PUBLIC PERFORMANCES etc

- 12.1 If the nature of the function for which the premises are used is the public performance of a play, music, dancing or any other activity for which a licence is required, it is the Hirer's responsibility to ensure that an appropriate licence is secured and that the Hirer complies with its conditions. The school may have taken out an annual licence for public music and dancing, in which case a separate application is not required, but it is the Hirer's responsibility to confirm that this is the case.
- 12.2 Forms of application for an Entertainment Licence may be obtained from the respective Borough Council or District Council offices, allowing 28 days' prior notice (see 5.1 above).

13. GYMNASIUM

- 13.1 Hiring the gymnasium or other part of the premises for sporting or other physical activities entails the Hirer accepting the obligation of securing safe conditions and proper supervision by appropriately qualified persons.

14 ALCOHOLIC DRINKS

- 14.1 If alcoholic drinks are to be served at a function:
- 14.2 The Hirer must inform the school of this at the time of booking the accommodation.
- 14.3 The Hirer must also inform the local Chief Officer of Police at least one week before the event.
- 14.4 No person may be admitted after 10:30 pm.
- 14.5 Adequate supervision must be provided at both the main entrance and all other doors, including fire exits.

- 14.6 If alcoholic drinks are to be sold, it is the Hirer's responsibility to ensure that an appropriate licence is obtained and that there is compliance with its conditions.
- 14.7 In order to obtain a Drinks Licence the Hirer should either contact a Local Magistrate (giving at least 2 months' notice) or ask a Publican to obtain a licence (giving at least 6 weeks' notice)
- 14.8 The Hirer's attention is particularly drawn to the legal prohibitions on supplying alcohol to persons less than 18 years of age.

15 OUTSIDE EQUIPMENT

- 15.1 The Hirer shall not use any loudspeaker system or other equipment outside the premises without having obtained the prior written consent of the Governors.

16 RACE RELATIONS ACT 1976

- 16.1 The hirer must:
- 16.2 Read the terms of Section 71 of the Race Relations Act 1976 (see 17.5)
- 16.3 Undertake to use their best endeavour to ensure nothing occurs during or in consequence of the hiring which would prejudice the Governors' or the County Council's obligations under Section 71 or other sections.
- 16.4 Be aware that the Governors and the County Council reserve the right to refuse future applications if this undertaking above is not met.
- 16.5 "Section 71: Without prejudice to their obligation to comply with any other provision in this Act, it shall be the duty of every Local Authority to make appropriate arrangements with a view to securing that their functions are carried out with due regard to the need (a) to eliminate unlawful racial discrimination, and (b) to promote equality of opportunity, and good relations, between persons of different racial groups."

Lettings Indemnity Form

INSURANCE COVER - must comply with the conditions of the hiring agreement.

Please complete where applicable:

- * I maintain a Public Liability Insurance Policy and have provided the school with a copy of the current insurance certificate.
- * I wish to be covered by Yewtree Primary School's Public Liability Hirers Insurance Policy during the period of hire and agree to pay the premium cost of 5% of the hire with the hire charge.
- * I understand that there is an excess payable by me of £150 relating to each and every claim for loss or damage to Yewtree Primary School's property arising from my hire of the premises
- * I hereby undertake that in the event of claims arising during my hire of Yewtree Primary School's premises I shall not admit liability to the claimant but immediately forward such claims with a brief report on the incident to the Premises Manager, Yewtree Primary School,

Signature _____ Date _____

Declaration - Please read before signing:

Any licenses necessary and the Theatres Act 1968 and the Cinematograph Acts 1909 and 1952 have been or will be observed and any requirements of the Licensing Justices, where necessary, have been or will be met. I agree to pay the charges due as required and hereby certify that the premises and grounds will be used only for the purpose stated:

Signature:..... Date:

NAME (BLOCK CAPITALS) Mr/Mrs/Miss

For School Use Only:

It is confirmed that the accommodation required is available for the time and date(s) requested.

Signature: Date:

Clubs & Associations

(Or an Organisation representing affiliated clubs or constituent associations e.g. local league)

Declaration of Eligibility for VAT Exemption in respect of a Series of Sessions

Note all references to Clubs should be taken to apply to Associations and organisations representing affiliated clubs or constituent associations.

I hereby declare that I represent the following club:-

.....

And that to the best of my knowledge, the following statements characterise the set up of the club:-

- The Club is an organisation of persons (more than one) with an identifiable membership.
- The membership is bound together for a common purpose by an identifiable Constitution or Rules (these may be written or oral).

Signed.....

Print Name.....

Date.....