



West Wimbledon Primary School

LETTINGS POLICY

Title:	Lettings policy
Status:	Final
Version:	1.0
History:	Written in September 2017
Owner	Full Governing Body

Lettings Policy

Introduction

The School believes that its buildings and grounds are a community asset and will make every reasonable effort to enable them to be used as much as possible. The object of a letting (hire of) school premises is to establish the school as a resource of and the 'hub' of the community. This in turn will encourage greater community cohesion and facilitate more vibrant, safer and stronger communities. However, some commercial lettings will have as their object the need for the School to raise additional income.

In every case, though, the overriding aim will be to support the school in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will always be considered with this in mind.

The School's delegated budget (which is provided for the education of its pupils) will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the actual cost to the school of any use of the premises by an outside organisation must be reimbursed to the school's budget.

Definition of a Letting

A letting may be defined as "any use of the school premises (buildings and grounds) by either a community group or a commercial organisation". A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the everyday life of the school. Costs arising from these uses are therefore a legitimate charge against the School's delegated budget.

Types of Lettings

Single lettings are those where an individual or organisation wishes to hire facilities on a one-off basis; these lettings should still be subject to a formal lettings agreement and follow the same principles as a continuous letting. Continuous lettings are those that run for a number of weeks, months or terms.

Considerations which will inform the grant or rejection of a request for a Letting

Equal Opportunities:

School premises will not be let to any individual, group or organisation which does not subscribe and adhere to the School's statement and practices in relation to equal opportunities.

Political Use:

School premises will not be let for political use, the only exception to this is should the School be required as a polling station.

Legal Use:

It is the responsibility of the person letting the premises (hirer) to ensure the premises will not be used for any purpose which may be deemed contrary to English law. The School is a community building and the hirer will be held responsible for noise levels and guest behaviour which must not offend other users or local residents.

Letting Agreement

All lettings (even those where no charge is made) must be subject to a letting agreement, which will detail the terms of the letting and must be signed by both the school and the hirer. A letting should only be confirmed as accepted when a signed letting agreement is in place. Any amendments to an agreement will require a new agreement form to be signed.

Charges for a Letting

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

A charge will be levied which covers the following:

- Cost of utilities/services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) - including “on-costs”;
- Cost of administration;
- Cost of “wear and tear”;
- Cost of use of school equipment (if applicable);
- Profit element (if appropriate).

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be apportioned between the organisations involved.

VAT

In general, the letting of rooms for non-sporting activities is exempt from VAT, whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances).

Sporting Facilities and VAT

Sport facility letting charges are normally subject to VAT, but where certain criteria are satisfied, the hire charges can be treated as exempt.

VAT Regulations state that for a series of ten or more lettings to be exempt from VAT, the following conditions should be satisfied:

- Each period is in respect of the same activity carried on at the same place;
- The interval between each period is not less than one day and not more than fourteen days;
- The charge is payable by reference to the whole series and is evidenced by a written agreement;
- The facilities are letting to a school, club, association or an organisation representing affiliated clubs or constituent association.

The VAT exemption does not apply to commercial organisations.

Management and Administration of Lettings

The Headteacher is responsible for the management of lettings, in accordance with this Lettings policy. Where appropriate, he may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, he will consult with the Governing Body.

The Administrative Process

Organisations seeking to hire the school premises should approach the Headteacher (or other designated member of staff), who will identify their requirements and clarify the facilities available. A Booking Form for School Lettings (Appendix 1) should be completed at this stage. The starting and finishing times on the booking form should be such, to allow time for any setting up and clearing up respectively. The School maintains the right to refuse an application, and no letting should be regarded as “booked” until approval has been given in writing.

No public announcement of any activity or function taking place should be made by an organisation concerned until the booking has been formally confirmed. Once a letting has been approved, confirmation will be sent to the hirer, setting out full details of the letting in the Particulars of Hire document (Appendix 2) and enclosing a copy of the terms and conditions of the hire agreement.

The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the School’s current scale of charges. (Schools may wish to seek payment in advance in order to reduce any possible bad debts.)

The hirer must be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All lettings fees which are received by the school will be paid into one of the School's bank accounts, and the appropriate sum applied to the main school budget to offset the costs of services, staffing etc. (which are funded from the school's delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved.

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

Terms and Conditions

The terms and conditions can be changed depending on the nature of the hire (e.g. whether kitchen use is required, access into the building is needed etc.) All terms and conditions must be followed.

The "Hirer" shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting and ensuring the terms and conditions are followed.



Appendix 1 – Booking Form for School Lettings

Name of Hirer (person, body, association, limited company)					
Address of Hirer					
Contact Number(s)					
Email Address					

Purpose of Hire					
Attendees	Total No.		No. Adults		No. Children
a) Single Booking	Date of Booking		Start Time		End Time

b) Block Bookings	Frequency/Days		
	Start Date		Start Time
	End Date		End Time
<i>Booking times must allow sufficient time for preparation and clearing away before and after the event.</i>			

Facilities required	Classroom(s)		Toilets		School Hall	
	Front playground, including tennis courts		Back playground		Portakabin/Hut	
	Kitchen		Library		Other *	
Equipment required						
* Other arrangements						
<i>The School does not provide any warranty that the premises, facilities and equipment provided are suitable for the intended purpose of the hire. It is for the Hirer to satisfy themselves that their requirements can be met and that the facilities are fit for purpose</i>						

Will refreshments be served?	Yes		No	
Will alcohol be consumed?	Yes		No	
If yes, will the alcohol be served or sold?	Served		Sold	

If permitted by the School, the relevant licence must be obtained by the Hirer from [Merton](#) for all events that will involve the sale of alcohol, gambling and public entertainment.

I have read and accept the terms and conditions of Hire, and I confirm that I am over the age of 18.

Hirer's full name:			
Hirer's signature:		Date:	

You will be sent confirmation of whether this application has been accepted or rejected by post of email. No letting will be regarded as booked until the deposit and booking fee is received in full and the Hire Agreement has been signed by the Hirer and the School.

Please return this form to: Candice Savio, School Business Manager, West Wimbledon Primary School, Bodnant Gardens, London SW20 0BZ. candice.savio@westwimbledon.merton.sch.uk

School Use Only

This application has been	Accepted		Rejected	
Evidence of own insurance cover supplied and approved	Yes		No	
If not, include in Schools insurance cover?	Yes		No	
Does the letting involve working with children/young people	Yes		No	
If yes, has the School followed their safeguarding procedures?	Yes		No	

Appendix 2 – Conditions of Hire



Particulars of Hire

West Wimbledon Primary School permits the hiring of facilities within the School Premises as set out below on the Conditions of Hire and Booking Form attached and the following particulars apply:

Name of Hirer				
Address of Hirer				
Premises/facilities to be hired				
Hire Duration	From date:		To date:	
	From time:		To time:	
Hire Fee				
Deposit				
Permitted Use(s)				
Equipment provided				
School Emergency Contact				
Any other information or arrangements				

Signed on behalf of the School: _____

Print Name: _____ Role: _____

The Hirer confirms that they have read and understood these Conditions of Hire and agrees to be bound by such terms and conditions from the commencement of this agreement.

Signed on behalf of the Hirer: _____ Date: _____

Hire of West Wimbledon Primary School Premises

Terms and Conditions



1. Interpretation

- a. Hirer: is the person making the application for a letting who will be personally responsible for payment of all fees or other sums due in respect of the letting.
- b. School: means West Wimbledon Primary School.

2. Term, effective date of Agreement

The term of this Agreement will be for use of the agreed facilities on the dates itemised in the Particulars of Hire document, informing this particular Letting. Should the School require any of the premises itemised in the Letting, for its main core business, it will provide prior notice of at least 2 weeks to the Hirer, and appropriate cost apportionment made.

3. Use and Access

- a. The School permits the Hirer to access and use the itemised facilities during the times specified by the Particulars of Hire document.
- b. The School does not warrant that those facilities are fit or suitable for the purpose of the hire.
- c. The Hirer is responsible for ensuring these terms and conditions of use are observed and for the effective supervision of the arrangements and activities on the school Premises during the Hire Period and for the prevention of disorderly behaviour.
- d. The School retains the right to access the school Premises at all times during the Hire Period and the Hirer must comply with any reasonable instructions given by School staff.
- e. The facilities, itemised in the Particulars of Hire document remain in the School's legal possession notwithstanding the Hirer's occupation during the Hire Period and such occupation shall not be deemed to constitute or create any lease or tenancy.
- f. Where a key or entry fob is given to the Hirer to obtain access into the facilities, that key or fob must be kept secure at all times and on leaving the school Premises, the gates/doors controlled by the key or fob must be made secure. Notification must be given to the School immediately if the key or fob goes missing. Keys or fobs should not be passed to any other person without direct permission from the school. Only named key holders may operate the security system.

4. Restrictions on Use

- a. The Hirer shall not use the Premises for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the School or any owner or occupier of neighbouring property.
- b. The Hirer will not make any alterations or additions to the Premises, will not affix any items to the Premises and no interference is to be made with School property/equipment or other parts of the building which do not form part of this hire agreement.
- c. If the Particulars of Hire document allows use of the kitchen, any leftover food and drink must be taken away from the school premises at the end of day. This kitchen must be cleaned and left in the condition in which it was found.
- d. Any storage space must be agreed with the School before using.
- e. The use of any school equipment must be agreed in advance of the letting.
- f. Alcohol is not to be allowed to be brought onto or consumed on the Premises at any time, except as specified in accordance with any licence granted by the London Borough of Merton.
- g. Illegal substances are not to be brought onto or consumed on the Premises.
- h. No items of a flammable, dangerous or noxious character may be brought onto the Premises, including fireworks or gas.
- i. Smoking is not allowed on the Premises at any time.
- j. No betting, gaming or gambling is allowed on the Premises, except as specified in accordance with any licence granted by the London Borough of Merton.
- k. Dogs, other than guide dogs for the blind or other assistance dogs, shall not be allowed on the Premises.

5. Hire Fee and Deposit

- a. The Hire Fee is specified in the Particulars of Hire document and is payable in advance termly.
- b. The School reserves the right to require a deposit over and above the Hire Fee as a surety against damage to the Premises (including any equipment) or the Premises being left in an unacceptable condition requiring additional cleaning, caretaking or other expenses.

6. Condition and Damage

- a. The Hirer will keep the playgrounds, courts and grassed areas in a clean and tidy condition when in occupation. The Premises must be left in the same condition as before the Hire Period. No food, rubbish or other belongings of the Hirer should be left on the Premises. Waste refuse sacks should be used and can be disposed of in the school's refuse area. If additional cleaning is necessary, the Hirer will be charged accordingly.
- b. Any damage, destruction or theft that occurs during the Hire Period in, or to, the Premises, the building, equipment or other School property will be the responsibility of the Hirer and the Hirer shall pay to the School the cost of making good any such damage. Any damages or breakages must be reported.

7. Insurance

- a. The Hirer must hold public liability insurance in respect of their occupation of the Premises for a minimum of £5 million and will provide a copy to the School.
- b. The Hirer must hold Employers' Liability insurance for a minimum of £5 million indemnity in accordance with compulsory legal requirements. A copy must be provided to the School.
- c. The School may, at its discretion, waive the requirement to hold public liability insurance/Employers' liability insurance where the Hirer is an individual or small informal group of individuals (not using the Premises for commercial or business purposes) who do not hold these insurances and who may find it difficult to obtain them. In these circumstances, the School will arrange for the Hirer to be covered under the School's own insurance and any extra associated costs will be reflected in the Hire Fee.

8. Indemnity

- a. The Hirer shall keep the School indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value or loss of amenity of the Premises) arising out of the use of the Premises by the Hirer or from any breach of any of the Condition of Hire by the Hirer, or any act or omission of the Hirer, or any other person on the Premises with the actual or implied authority or consent of the Hirer.

9. Loss

- a. The School does not accept liability for any loss, theft or damage to property brought onto the Premises by or on behalf of the Hirer, or any damage to vehicles parked in any car park provided, or any injury to any person however caused.
- b. The School shall not be liable for any loss or damage suffered by the Hirer as a direct or indirect result of the performance of this hire agreement being prevented, hindered or delayed by reason of any act of God, riot, strike or lockout, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, difficulty in obtaining workmen's materials or transport, electrical, power failures or other circumstances whatsoever outside its control and which affect the provision by the School of access to or use of the Premises.

10. Assignment

- a. This hire agreement is personal to the Hirer and the Hirer shall not assign or underlet or part with or share possession or occupation of the Premises.

11. Health and Safety

- a. The Hirer must comply with all laws relating to the Premises and the occupation and use of the Premises by the Hirer, including but not limited to Health and Safety legislation.
- b. The Hirer should, as far as possible, maintain an accurate list of those present.
- c. Any portable electrical equipment to be used must have a current PAT test certificate if electrical.
- d. The Hirer must ensure they are aware of the fire exits and the fire and emergency evacuation procedures. The Hirer is required to take any precautions necessary to ensure the safety of those attending during the Hire Period, including ensuring the means of escape from fire are not blocked or impeded.
- e. The Hirer will immediately inform the School of any emergency, accident or serious incident that occurs during the Hire Period by telephoning the School Emergency Contact, identified on the Particulars of Hire document. The Hirer will be responsible for reporting any accident to the Health and Safety Executive.

12. Safeguarding and Child Protection

- a. Hirers providing services to children must have policies and procedures in place to ensure children's safety and any Risk Assessments and DBS certificates required by the Hirer must be supplied to the School upon request.
- b. At an event where the number of children is likely to exceed 100, the Hirer must ensure that a sufficient number of adults are stationed to prevent more children being admitted, to control the movement of the children and to take all reasonable precautions for the safety of the children as required by the Children's and Young Person's Act 1933.

13. Car Parking

- a. Subject to availability, the School's car park may be used by the Hirer and other adults involved in the letting.

14. Cancellation

- a. This agreement may be terminated by either party at a date earlier than the termination date by giving to the other at any time at least 1 months' notice in writing, which shall include an explanation for the reasons, subject to the right of either party in respect of damages or costs incurred as a result of such early termination. No payment other than a refund of the paid hire fee will be made by the School.
- b. The School may terminate this agreement immediately in the event that the Hirer is found to be in a fundamental breach of the terms of this agreement which in the reasonable opinion of the School is not capable of being remedied and, in those circumstances, no Hire Fee (or part thereof) shall be refundable.
- c. The Hirer may cancel individual sessions of its Hire at any time by contacting the School. If a booking is cancelled with more than one weeks' notice, the full Hire Fee will be repaid. If less than one weeks' notice is given, only 50% of the Hire Fee will be repaid. The Hirer will pay the full cost of the hire for bookings cancelled where fewer than 24 hours' notice is provided before the commencement of the Period of Hire.

15. Advertising

The School must be provided in advance with copies of all advertising, materials and posters concerning the use of the premises and its approval sought before they are published or disseminated.