

## Lettings Policy

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# 1. Introduction

Tetherdown School is committed to providing an excellent education to young people in our community and we will seek to do this through the best use of our resources.

The Governing Body regards the school buildings and grounds as a community asset and will make every effort to enable them to be available for the delivery of extended services including community and commercial use.

The purpose of this Lettings Policy is to provide information for the local community of the school and to maximise income from appropriately letting the facilities. The policy will seek to ensure that the lettings do not interfere with the normal functioning of the school but contribute to its mission to our children and the community.

## 2. Overview

### 1. Definition of a Letting

A Letting may be defined as **“any use of the school premises (buildings and grounds) by either a community group (such as a local music group or after school club), or a commercial organisation (such as the local branch of “Weight Watchers”), other than by its Governing Body and Parent Staff Association (PSA)**

Use of the premises for activities such as staff meetings, parents’ meetings, out of school hours learning / study support activities or some extended services which support the raising of attainment and achievement, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school’s delegated budget.

### 2. Terms & Reference

**“The Hirer”** means the person or persons signing the Lettings Agreement form and in addition any organization for whom they have stated in such form that they are acting on behalf of. The liability and observance of the Conditions of Hire under the hiring agreement of such person and such organisation shall be joint and several.

**"Function"** means the purpose for which the accommodation is hired.

**"Facilities"** means the whole or any part of the school premises.

**“Lettings Administrator”** means the person who is contracted by the school to administer lettings in the school.

**“Community”** – School stakeholders (i.e. Parents, Friends of Tetherdown, Governors)

**“Commercial”** – all non school stakeholders (i.e. all other external requests).

### 3. Lettings Permissions and Priority

Permission to let the **Facilities** will be granted at the discretion of **Headteacher/School Business Manager**.

Lettings would **not** be acceptable where they:

- a) conflict with the educational activities of the school,
- b) impact adversely on the reputation of the school,
- c) create a nuisance to the neighbourhood (or likely to) or interfere with any existing hiring,
- d) extend beyond 10pm – unless special agreement has been obtained from the Governing Body,
- e) Intoxicating liquor is available – unless the **Hirer** obtains a special agreement from the Governing Body and appropriate licence from the Courts.

Applications will **not** be considered:

- f) from persons under 18 years of age,
- g) for any dates beyond the period of one year from the end of the current academic year.

Priority in letting the **Facilities** will be given to:

1. The School,
2. Friends of Tetherdown (PSA),
3. Organisations or events that serve young people,
4. Organisations or events that serve the local community,
5. Other organisations or events that promote the ethos of the school and contribute to its vision.

Long-term lettings will be considered, and any special conditions may be added to the lettings agreement as necessary.

Organisations or individuals seeking to let the premises will be required to sign a Lettings Agreement and must comply with the Conditions of Hire outlined below in Appendix 3.

#### **4. Availability of Facilities**

The **Facilities** may be available on school days between 3.30pm and 7:00pm, between 9:00am and 4:00pm during school holidays, and available at weekends on request. The use of school **Facilities** on statutory holidays is not permitted (e.g. Bank Holidays).

#### **5. Considering Applications for Letting**

Each potential **Hirer** must complete an online Lettings Enquiry form for consideration by the School. A link to this online form and overview of its contents is attached to this policy in Appendix 1. A record of all enquiries should be kept electronically on file. The school **Facilities** will not be let if there is any reason to believe that any individual or organisation involved in the letting conflicts with the schools outlined **Lettings Permissions (a)-(g)** above.

The **Headteacher/School Business Manager** make all decisions on lettings, giving consideration to the:

- Permissions and Priorities set out by Governors and agreed by the school in the Schools Lettings Policy, availability of facilities, licenses (eg public entertainment license), and staff
- Equal Opportunities Policy
- Safeguarding and Child Protection Policy
- Health and Safety Policy
- Risk Assessment

Other related policies

- Complaints Procedure
- Data Protection Policy

#### **6. Advertising**

For regular commercial or community lettings in respect of weekday, weekend, half term and holiday camps Tetherdown can send out on your behalf adverts to promote your club as part of the Lettings Application and Agreement. Prices listed in Section 10 Charging Table and

are in keeping with our Charging and Remissions policy. Advertising requirements are specified in Section 11 Conditions of Hire.

### 3. Indemnity

The **Hirer** undertakes to:

- pay all sums due in advance of the letting.
- observe all aspects of the Lettings Policy, associated Policies and Conditions of Hire for the use of the **Facilities**
- indemnify the **Headteacher** against all third party costs, charges, expenses, actions, claims, demands and liabilities in respect of any damage or injury to any property or any persons arising by reason of hiring
- ensure that any licences have been or will be met
- comply with the requirements of the Department of Social Services if the children attending are under 8 years of age
- keep up to date and implement the current safeguarding legislation, as appropriate.

### 4. Complaints

Any complaint in respect of any of the arrangements connected with the hirer must be made in writing to the **Headteacher/School Business Manager** within 48 hours of the cause of such a complaint arising. The School is committed to achieving Equal Opportunities and will treat all people with equal fairness, courtesy and respect.

## 5. Roles and Responsibilities

#### 1. Management of Lettings

The **Headteacher/ School Business Manager** are responsible for the management of lettings, in accordance with the Governing Body's policy. They may delegate all or part of this responsibility to other members of staff (e.g. Site Manager/Assistant and Communications Officer) whilst still retaining overall responsibility for the lettings process).

Long-term lettings will be considered and any special conditions may be added to the lettings agreement as necessary.

The Site Manager/Assistant, School Business Manager and or Headteacher have the right to terminate any hiring if, in their opinion, it is not being properly or safely conducted.

#### 2. Resources Committee

It will be the responsibility of the Governors' Resources Committee to agree the scale of charges. These will be reviewed annually preferably during the Spring Term for implementation from the beginning of the next financial year, with effect from 1<sup>st</sup> April of that year. Current charges will be provided in advance of any letting being agreed and will be made available as part of the Lettings Policy in Appendix 2.

#### 3. Hirer

It will be the responsibility of the **Hirer** to submit a Lettings Enquiry and Application form in a timely manner and adhere to all parts of the Letting Policy and associated Conditions of Hire specifically taking note of sections:

- Charges and Payments/Non Payments
- Cancellation Charges

The **Hirer** is also responsible for of his / her own stewards for the event and for any breaches of Copyright, Performing Rights and the Betting, Gaming and Lotteries Acts.

A Lettings Enquiry form and Application form must be completed in respect of **each** hiring.

#### 4. Lettings Administrator

It will be the responsibility of the **Lettings Administrator** to organise and administer all aspects of administration and communication relating to each individual letting. This includes but is not limited to:

- a) Communication:
  - Communicate with the **Hirer**, Site Manager/Assistant, School Business Manager (as necessary) for all lettings, whether or not he/she will be on duty for the letting and any other relevant parties (e.g. finance assistant for invoicing or Tetherdown community in respect of advertising).
- b) Documentation:
  - Providing and updating the online Lettings Application and Confirmation forms; Letting Policy (in collaboration with the School Business Manager); Additional Conditions of Hire (T&Cs).
  - Collecting, collating and storing securely all documents and/or electronic form submissions identified and relevant licences (as necessary); DBS information as necessary and other documents as specified in the Lettings Policy and to be provided by the **Hirer**.
- c) Calendar:
  - Updating the School shared calendar with all confirmed lettings by the School community and external bodies beyond those scheduled by the School timetable and Calendar and notifying all relevant parties.
- d) Payments – Community Letting (Parent community **only**)
  - Collect any deposit from the **Hirer** under separate cover to cover the excess on the accidental damage insurance cover provided by the London Borough of Haringey and hold securely in the School's Safe until the event is complete. Then return to the **Hirer** subject to no damage or other reason to retain the deposit.
  - Set up payment items on the school's online Payment System and ensure all payments are received in a timely manner as specified in the Lettings Policy. This includes but is not limited to any additional charges due to damage, use of additional resources, including causing of additional cleaning requirements following a hiring that may be added to the **Hirer's** online account for payment if they are not covered by the Hirers initial deposit.
- e) Advertisements: for Clubs and/or Camps the **Lettings Administrator** will send out electronically with the School's Newsletter to the parent community at an additional cost of £30 per advert.

#### 5. Finance Assistant

It will be the responsibility of the Finance Assistant to generate invoices, process and collect for Commercial Lettings and all other Community Lettings that are not parent community lettings and payments. Invoices must be settled in accordance with the Conditions of Hire and in a timely manner or legal action may be taken to pursue the debt.

#### 6. Site/Assistant Manager

The Site Manager/Assistant will safeguard the **Facilities** of the School by all reasonable means during any hiring and will immediately report any damage incurred. Specifically:

- a) The Site Manager/Assistant is responsible for the School's emergency procedure and plan for each letting and will ensure the **Hirer** is aware of the fire exits and muster points before the event takes place. The **Hirer** must also indicate on the lettings form that they have read the Health & Safety, School Risk Assessment and Emergency Action Plan procedures provided by the school on confirmation of a letting.

- b) If the Site Manager is not on duty, the person responsible for supervising the letting must know the procedures to be followed in the event of an emergency, eg. the whereabouts of first aid supplies, emergency telephone, fire extinguishers and emergency exits.
- c) Site Manager/Assistant must also know the procedure for reporting any damage to property or premises and ensure that a report is submitted: survey and note the conditions of the premises/facilities with the **Hirer** at the end of the event.

## 6. Lettings Application Process

### Notes:

The school will only accept online submissions using the school's online forms. The school will not accept paper submissions. Links to all online forms with an overview of their contents can be found in Appendix 1.

### 1. HIRER: Submit Online Lettings Application Form

- f) A Lettings Application form must be submitted online to the **Hirer**, which is also available in this Policy. The **Hirer** must submit a Lettings Application form **at least 6 weeks prior** to the requested date of use to proceed with the lettings.
- g) Full name of the **Hirer**, permanent private address and contact information but be provided giving the school security of tenure.
- h) The Governing Body has the right to refuse an application without stating the reasons for doing so and interested parties should be advised that no letting should be regarded as "booked" until confirmation of hire details/approval have been formally confirmed in writing to the **Hirer**, by way of the Lettings Agreement form.
- i) No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed by the **Lettings Administrator**, by way of the Lettings Agreement form.
- j) Advertisements: for Clubs and/or Camps the School will send out with the School's Newsletter at an additional cost of £30 per advert.

### 2. LETTINGS ADMNISTRATOR: Lettings Agreement

- a) When a letting has been approved by (or on behalf of) the Governing Body a Lettings Agreement will be sent to the **Hirer**, setting out full details of the letting (Agreement) and enclosing a copy of Conditions of Use (T&Cs) that must be returned to the school upon receipt and **at least 5 weeks prior** to the requested date of use to proceed with the lettings.
- b) The letting will not take place until the Lettings Agreement form has been signed electronically or otherwise and returned to the school.
- c) The person who signs and returns the Lettings Agreement shall be deemed to be the **Hirer** and as such, the person responsible for the payment of the hiring fees and the observance of the Conditions of Use.
- d) The **Hirer** will be invoiced or a charge applied via our online payments system if the **Hirer** is part of the parent community for the cost of the letting as appropriate in accordance with the Governing Body's current scale of charges in Appendix 2.

### 3. HIRER Parent Community: Submit Indemnity Deposit and Settlement

- a) A **refundable** indemnity deposit (paid via the schools payment system) as specified in the Conditions of Hire in Appendix 3 shall be payable by the **Hirer** within 72 hours of receipt of the Lettings Agreement under separate cover to cover the excess on the accidental damage insurance provided by the London Borough of Haringey. On completion of the hiring the indemnity deposit will be refunded within 30 days of that date provided there is no damage to the School premises, or an unacceptable amount of additional cleaning required as a direct result of the hiring. In the event of

a deduction being necessary, the **Hirer** will be notified within 5 working days of the hiring with details of the damage caused, or additional cleaning required, and the total amount to be deducted. Where hirings are made which cover more than one date, the Indemnity Deposit shall be refunded within 30 days of the **final** date of the hiring, subject to the above conditions.

- b) Advance payment for the total cost of the letting shall be payable by the **Hirer** within 72 hours of receipt of the Lettings Agreement via our online payment system as appropriate, and in accordance with the Governing Body's current scale of charges in Appendix 2, and as outlined in Section 5 Charging and Payment/Non Payments.

#### 4. **HIRER Community and Commercial Lettings: Deposit and Settlement**

- a) The Hirer will be invoiced upon receipt of the signed Lettings Agreement. Either a deposit of £100.00 or 50% of the total lettings cost (whichever is the greater amount) must be received at least 10 working days **prior** to the letting. The deposit includes a **refundable** indemnity deposit as specified in the Conditions of Hire in Appendix 3 to cover the excess on the accidental damage insurance provided by the London Borough of Haringey. On completion of the hiring the indemnity deposit will be refunded within 30 days of that date provided there is no damage to the School premises, or an unacceptable amount of additional cleaning required as a direct result of the hiring. In the event of a deduction being necessary, the **Hirer** will be notified within 5 working days of the hiring with details of the damage caused, or additional cleaning required, and the total amount to be deducted. Where hirings are made which cover more than one date, the Indemnity Deposit shall be refunded within 30 days of the **final** date of the hiring.
- b) If the hirer fails to comply with their obligations under the cancellation clause below the deposit amount except for the indemnity deposit will not be refunded.

#### 5. **Lettings Application Summary**

For a letting to be confirmed the following steps will need to be completed and documents/forms/payment received in a timely manner by the **Lettings Administrator**:

- Step 1 - Lettings Application Form
- Step 2 – Lettings Indemnity Deposit (payment)
- Step 3 – Lettings Deposit (payment as applicable)
- Step 4 – Lettings Agreement (signed) as confirmation and acceptance of the letting by the **Hirer**.

## 7. **Charging and Payment/Non Payment**

### 1. **Charging**

- a) The cost of the letting will be in accordance with the Governing Body's current scale of charges as outlined in Appendix 2. The **Headteacher/School Business Manager** shall review annually preferably in the Spring Term for implementation from the beginning of the next financial year, with effect from 1<sup>st</sup> April of that year. In exceptional circumstances the Headteacher/School Business Manager have the right to amend the relevant scale of charges at any time and upon not less than two months' notice in writing being given to the **Hirer** the amount of any increase resulting from any such change shall become payable as though it were part of the original charge.
- b) After receiving such a notification, the **Hirer** may elect to cancel the hiring by notice in writing given to the **Headteacher/School Business Manager** within 14 days of the delivery of that notification where upon the school will refund all sums already paid for the cancelled hiring.
- c) The Commercial Organisation/**Hirer** hiring the premises will be invoiced to the

named person on the Lettings Agreement or a charge applied via our online payments system if the **Hirer** is part of the parent community for the cost of the letting as appropriate in accordance with the Governing Body's current scale of charges.

- d) The **Headteacher/School Business Manager** decision on the charges for each hiring shall be final.

## 2. Payment

- a) Parent Community: payment must be paid within 72 hours of receipt of the Letting Agreement and prior to the date of hire.
- b) Commercial Lettings and Community Letting (not parent community): Invoices must be settled within 30 days.
- c) All letting fees received by the school will be paid into the School's Bank Account. Income and expenditure associated with lettings will be regularly monitored and reported to the Governing Body.
- d) Parent Community: An official receipt must be provided for any payments made.
- e) Non Parent Community: A receipt will be provided upon request.

## 3. Non-Payment of Accounts/Invoices for the booking/letting

In the event that the **Hirer** fails to pay, within the prescribed period, via our online payments system or for an invoice or invoices for the booking/letting legal action may be taken by the Governing Body to recover any monies which may be due or outstanding.

# 8. Cancellation

The **Headteacher/School Business Manager** have the power to terminate any hire agreement relating to the hire of the school premises, for the reasons stated below.

### By the Hirer

Notification of any cancellation must be given in writing to the **Lettings Administrator**.

- a) **Occasional bookings**: the hirer to give at least 2 weeks' notice of a cancellation. If notice is given in this way, no booking charges, other than the refundable insurance/indemnity deposit, will apply.
- b) **Block bookings of 5 days or longer**: at least 3 weeks' notice of cancellation to be given by the Hirer or School. If notice is given in this way, no booking charges, other than the refundable insurance/indemnity deposit, will apply.
- c) **Block bookings of a term or longer**: at least two months' notice of cancellation to be given by the Hirer or School. If notice is given in this way, no booking charges, other than the refundable insurance/indemnity deposit, will apply.
- d) **Cancelling with undue notice**: In the event of the hiring being cancelled with undue notice, (*ie. The notice period for cancellation being less than the period identified for occasional and block bookings as stated above*), the School shall be under no liability to refund any advance payment made for hiring or to compensate the hirer or any other person for any loss or damage sustained in consequence of the cancellation.
- e) **Service Level Agreements** – addendums to the cancellation policy in Section 8 may be incorporated.

### By the School

A booking may be cancelled by the school without incurring additional liabilities:

- a) If at any time prior to the commencement of the function, it appears that the **Hirer** has made material omissions from or incorrect statements on the Application form.



- b) If any sum payable is not paid by the **Hirer** by the date upon which it is due
- c) In the event of the **Facilities** being required on the date upon which it has been let to the **Hirer**, for the purposes of Parliamentary or Local Elections. Reasonable notice of cancellation in these circumstances will be given.
- d) If the function has commenced and it appears to the **Headteacher/School Business Manager** that the purpose for which the accommodation is being used is not the purpose approved or is undesirable the continuance of the function may be prohibited and the whole of the charges paid by the **Hirer** shall be forfeited to the School.
- e) The school reserves the right to cancel the booking at its reasonable discretion.

## 9. Appendix 1 – Links and Key Details

1. [Lettings Application Form for Hire of School Facilities](#)
2. **Lettings Agreement Form – Confirmation of Hire of Educational Premises - document**

### **GDPR – Personal and Key Hire Information Request from Hirer**

#### **1. Hirers Details**

- Full Name of Hirer
- Authorised Representatives full name if not the Hirer
- Organisations Name (as applicable)
- Connection with Tetherdown or the local community
- Contact information: Address; email; mobile

#### **2. Lettings Requirements**

- Purpose of hire
- Facilities/Areas: Classrooms; Upper Playground; Lower Playground
- Other Facilities/Areas
- Other Requirements (eg chairs and tables)
- Date(s) of Letting
- Year group and hire days
- Time of Letting: start and end time

#### **3. Other Information for Commercial and Community Hire**

- Numbers of expected: Adults; children
- Licences (eg entertainment; alcohol – as applicable)

#### **4. In Addition to (3) if Running a Club or Camp**

- Enhanced DBS for each member of staff on site (if running a club or Camp)
- Signed copy of Hirers Safeguarding and Child Protection Policy (if running a club or Camp)
- Evidence of Safeguarding and Child Protection training/certificate (if running a club or Camp)
- Evidence of basic First Aid training/certificate (if running a club or camp)
- Public Liability Insurance (if running a club or Camp)

#### **5. Declaration of Indemnity**

#### **6. Acknowledgment of Compliance (as appropriate) with:**

- Health & Safety
- Safeguarding and Child Protection Policy
- School Risk Assessment

## **10. Appendix 2 – Charging Tables**

Please refer to the Charging and Remissions Policy on our [Policy pages](#) of our school website for details of all charges.

## 11. Appendix 3 – Conditions of Hire

### Local Authority Standard Conditions of Hire of Education Premises

1. The **Hirer** will pay an hourly rate as the above rates table via the school's cashless payment system. This will be reviewed by the Governing Body on an annual basis.
2. The **Hirer** will pay a deposit of £80 paid via the school's cashless payment system under separate cover to cover the excess on the accidental damage insurance cover provided by Haringey Council.
3. The **Hirer** must vacate the premises by the end period as stated on the Permit Offer (Lettings Agreement). Failure to vacate by the said time will result in the loss of deposit.
4. External providers will incur a 10% increase in fees for the next invoicing period if payment of invoices is not made within 30 days of the invoice date.
5. The numbers of people attending at any one time must not exceed by more than 10% (ten percent) the numbers indicated in the Application for Hire (Lettings). Failure to comply with this condition will result in the immediate termination of the event without payment of any refund.
6. The following areas are specifically excluded from the **Hirer**: The kitchen, the playground, the school's electrical equipment (e.g. Music centre). The hire includes use of the toilet facilities agreed by the school but no other areas.
7. The **Hirer** must have proper regard for the neighbouring residents and ensure that noise levels are reasonable.
8. The **Hirer** shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until a responsible adult collects them.
9. No smoking is permitted within the school buildings or on school grounds at any time.
10. Any organisation that is using the school premises for commercial / personal gain should have their own Public Liability Insurance and will be expected to satisfy the Governing Body of such by submitting a copy annually. The **Hirer** warrants to the Governing Body that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and / or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £2 million. The **Hirer** must produce the appropriate schedule of insurance cover before the letting can be confirmed. Neither the school, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the activities undertaken and supervision thereof during the letting of the premises.
11. Any organisation submitting a lettings request involving working with children and or young people must submit to the school a signed copy of their current Child Protection Policy
12. The **Hirer** shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The

**Hirer** shall be responsible for providing adequate supervision to maintain order and good conduct, and – where applicable- the **Hirer** must adhere to the correct adult / child ratios at all times. The Hirer shall be informed of the maximum number of attendees for each venue at the time of the hire application.

13. In the event of an emergency, all occupants must leave the school by the nearest exit and assemble at the area as advised to them by the site / assistant manager. The **Hirer** is responsible for familiarising themselves with emergency exits and must ensure participants are aware of emergency evacuation procedures and assembly points. It is good practice to carry out emergency drills at suitable intervals. The **Hirer** must, at all times whilst participants may be on site, have immediate access to participants' emergency contact details, and have access at all times to a mobile phone. It is the **Hirer's** responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.
14. Any electrical equipment brought by the **Hirer** onto the school site **MUST** comply with the Local Authority Code of Practice for Portable Electrical Appliance Equipment. The intention to use any electrical equipment must also be notified on the application. Any of the **Hirer's** own equipment should be brought into / removed from school within the time booked.
15. There is no legal requirement for the school to provide first aid facilities for the **Hirer**. It is the **Hirer's** responsibility to make their own requirements, which may include the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. It is recommended that the Hirer has access to a mobile phone at all times throughout the letting to cover any emergency event.
16. No intoxicants shall be brought on to or consumed on the premises without the express written permission of the Headteacher. Any person thought to be under the influence of alcohol or drugs will be refused admittance.
17. The **Hirer** shall not, during any occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Local Authority against all sums of money which the Local Authority may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.
18. A draft copy of any information proposed for distribution which contains any reference to the school must be sanctioned by the Headteacher at least one week prior to proposed distribution by the Hirer.
19. At any time during the hire, the Headteacher or appointed Deputy may ask the Hirer to comply with any or all of these and Haringey's Conditions of Hire. Refusal to do so may result in the hire being terminated immediately on health and safety or environmental health grounds.

### **Additional Tetherdown Conditions of Hire of Education Premises**

The Governors reserve the right to impose additional conditions to those described above as and when they consider it appropriate to do so.

In addition to the Standard Conditions of Hire of Education Premises issued by Haringey Council, the following Additional Tetherdown Conditions will apply:

## **1. Advertisements to Promote Letting**

For regular commercial or community lettings in respect of weekday, weekend, half term and holiday camps Tetherdown can send out on your behalf adverts to promote your club as part of the Lettings Application and Agreement. Adverts will be sent with our school newsletter to comply with GDPR. They will be sent as an attachment and if time permits they will be embedded into the newsletter but this is not guaranteed. Newsletters are sent to parents every fortnight on a Friday. Adverts must be received on the Thursday by 12:30pm.

**\*\*It is the responsibility of the club provider to check the date of the next newsletter by contacting the school office and, it is the responsibility of the club provider to remember to email all adverts in advance\*\***

Adverts can be:

- a PDF file or word file
- A4 or A5
- **maximum file size is 1MB**

## **2. Advertisements during the Hire**

No advertisements, emblems or slogans shall be displayed outside the school premises without the prior written permission of the Headteacher.

The hirer shall remove from inside the premises any advertisement, emblem or slogan if, in the opinion of the Governors, it is unlawful, unseemly, likely to lead to a disturbance or expose the premises to undue risk of fire.

## **3. Alcohol**

Alcohol may not be consumed on the school premises without appropriate licenses and the permission of the Governors.

No alcohol shall be brought or consumed on the school premises or any part thereof without the written consent of the **Governors**. Where **Governors** approve the sale, supply or consumption of alcohol, it is the **Hirer's** responsibility to obtain the necessary licences and must ensure that persons under 18 years of age are not sold, or supplied with, or consume any intoxicants.

Illegal drugs are not to be brought onto or consumed on the Premises. Any person thought to be under the influence of alcohol or drugs will be refused admittance.

## **4. Behaviour**

The hirer is responsible for ensuring good order is maintained throughout the period of hire. If good order is not maintained the School reserve the right to ask the hirer who is responsible for the letting to leave the premises with immediate effect. They will not be allowed to hire the premises again.

## **5. Condition of Premises**

The hirer is responsible for leaving the premises in the same condition as they were before the hire and for ensuring that everything is clean and tidy.

## **6. Compliance with Legislation**

The **Hirer** who is organising events for children must have regard to the requirements of the Children's Act 1989. The School and the Governing Body regard the safe care and protection of children as of the utmost importance. Groups that hire or use School premises are expected to share this concern and make appropriate provision for the protection of children within their care. The **Hirer** upon accepting and signing this agreement, agrees to comply with these regulations.

It is the responsibility of the **Hirer** to keep up to date and implement the current safeguarding legislation, have appropriate policies and procedures in place in regard to safeguarding children and child protection and liaise with the school on these matters where appropriate. The **Lettings Administrator** will confirm with outside providers that all their staff are DBS checked.

### **7. Emergency Contacts**

The **Hirer** must provide the **Lettings Administrator** with two emergency contact numbers.

### **8. Flammable and dangerous items**

No items of a flammable, dangerous or noxious character may be brought onto the Premises, including fireworks, confetti or gas.

### **9. Fixtures and Fittings**

No fixtures or fittings or other objects shall be driven into the fabric or furnishings or affixed to them without the prior written agreement of the Governors.

### **10. Health & Safety**

The **Hirer** shall be responsible for ensuring the health, safety and welfare of all participants of the third party let. Where risk assessments are required by law, these shall be made available to the **Lettings Administrator** on behalf of the **Governors** upon request.

It is the **hirer's** responsibility to make arrangements for first aid facilities.

- The **Hirer** is responsible for ensuring that all people using the school premises during the hire period are aware of exits and that hirer's staff know the location of fire fighting equipment. No exits or corridors may be blocked or fire-fighting equipment removed. Lettings are to comply with the same health and safety requirements as those which are applicable to school activities. A statement pertaining to relevant Health and Safety issues, including emergency procedures should accompany any confirmation of a letting.
- COVID-19 protective measures must be implemented in line with the latest government guidance and the school's risk assessment. The policy is available on the school website.

### **11. Hires' Apparatus and Equipment**

Hirers shall obtain the Business Managers written agreement where they bring any apparatus or equipment onto the school premises. Any equipment installed for, or used during, a letting is to be installed/supervised by a properly qualified person.

Hirers shall ensure that such apparatus or equipment is removed within such time as the Business Manager may allow. Any property not so removed may be removed by the Business Manager at the hirers' risk. The cost of such removal, together with any storage charges incurred by the School, shall be recoverable from the hirer.

### **12. Hired Area**

The following areas are specifically excluded from the **Hirer**: The kitchen, the playground, the school's electrical equipment (e.g. music centre). The hire includes use of the toilet facilities agreed by the school but no other areas. Separate arrangements may be agreed.

The **Hirer** shall only use the **Facilities** agreed and only for the purposes stated in the Booking Application form. The **Hirer** shall have a named designated person in charge who will take responsibility for ensuring that the Conditions of Hire are met. This person must be present at all times during the booking/letting and shall identify him/herself to the School's Site Manager/Assistant on their arrival at the premises on the day of the booking/letting.

When the Hired Area is only part of the premises, access is restricted to those rooms forming the Hired Area and rooms required for access. The hired area will be included in each booking agreement.

Access to the Hired Area shall also be restricted to the hours stated and agreed on the lettings form (i.e. the Hirer will not have access prior to or after the stated time). The **Hirer** shall be liable to pay additional letting time at the rate on the current scale of charges or as prescribed by the School if the Hired Area is used by the **Hirer** outside the agreed times.

### **13. Liability**

The School shall not be liable for any loss or damage caused to the hirer or to any other person as a result of:

- Any failure or defect or want of repair in any of the fixtures, fittings, furniture, equipment or appliances belonging to the school or LA at the school; or
- Any failure or interruption in the supply of water, gas or electricity to the accommodation; or any defect or want or repair in the premises or in the means of access to the premises; or
- Any theft or malicious or accidental damage to or loss of any property of any person taken or left at the premises.

### **14. Licences and Copyright**

The hirer is responsible for obtaining all necessary licences and copyright consents a copy of which must be given to the Lettings Co-ordinator and kept on site. The Governors are entitled to require proof of a licence and copyright consent 48 hours before the hiring.

Licences are requested by the local authority and are usually required for:

- Any function at which alcohol is sold;
- An entertainment advertised to the general public (public entertainment license), whether on payment or otherwise. Advice is to be obtained from Haringey Entertainments Licensing Officers in cases of doubt. The cost of obtaining any entertainments licence is to be met by the **Hirer**.

### **15. Maintenance of Good Order**

The **Hirer** is responsible at all times for the maintenance of good order and security during the function and shall ensure that no undesirable person is permitted to enter, remain, or otherwise use the accommodation and that no person shall trespass on parts of the school's premises not hired by the **Hirer**.

For any public entertainment, the **Hirer** shall be responsible for the prevention of overcrowding such as to endanger public safety and for keeping clear all gangways, passages and exits.

### **16. Numbers**

The **Hirer** must provide the Lettings Co-ordinator with an estimate of the number of people expected. The School have a legal responsibility to comply with the maximum figure allowed under health and safety requirements for their premises.

### **17. Nut free school**

Our school is a 'nut free' environment. No nuts shall be brought or consumed on the school premises.



### **18. Right of Entry**

The Governors, the Headteacher, Staff and others appointed by the Governors, shall have right of entry to the premises at any time during the hiring.

### **19. Reporting Damage**

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, provided to the school by the **Hirer** within 7 days of the event.

### **20. Transfer of Hiring**

The **Hirer** is not allowed to transfer the hiring to any other person or organisation.

### **21. Use of Furniture and Equipment**

The movement of school furniture and equipment from room to room is not permitted. The use of all equipment and apparatus is subject to the prior written agreement at the time of booking.

### **Failure to Abide by the Conditions of Hire**

In the event of the **Hirer** failing to observe and perform or failing to cause to be observed and performed any of the conditions set out in this policy the School may, without prejudice to any right of action which it may have against the **Hirer** and, in respect of regular bookings, after having given notice in writing to the **Hirer** of the breaches of the conditions, forthwith terminate the Letting Agreement.

If, during the period of hiring, any authorised member of staff who may be present is of the opinion that any of the Conditions of Hire have not been complied with or that disorder, damage to property or an illegal act has taken place or is threatened, that person may summarily terminate the hiring by oral notice to the **Hirer**, or (in his/her absence) to any other person or persons apparently in control of the proceedings, whereupon the premises shall be vacated forthwith. The police will be immediately notified if there has been a serious breach if the request to vacate is not promptly adhered to.

In these circumstances the **Hirer** shall forfeit to the School any deposit or other payments made and any payments due to be made by the **Hirer** shall be paid and the **Hirer** shall have no claim against the School for any damage or loss sustained or otherwise in consequence of such termination.

## 12. Appendix 4 – Notes on Lettings of Hall for Birthdays

**Tetherdown Primary School**  
**Grand Avenue, Muswell Hill, N10 3BP**  
**Elvis Francis 07964 626465 (Site Manager)**  
**Juan Tarin Morales 07964 626465 (Assistant Site Manager)**

### NOTES ON HIRE OF HALL FOR BIRTHDAY PARTIES

The following notes may prove helpful for anyone hiring the hall for a birthday party. The Site Manager/Assistant opens up the hall half an hour before the let is due to start. *He will meet you at the gate near the reception playground.* You can go in then to get organized. If you tell him how many tables and chairs you need, he will set them out for you at the top of the room.

**USE OF THE PLAYGROUND IS NOT PERMITTED**  
**USE OF THE SOUND SYSTEM IS NOT PERMITTED**  
**USE OF THE KITCHEN AREA IS NOT PERMITTED**  
**FOOTWEAR MUST BE WORN AT ALL TIMES**

Half an hour is allowed at the end of a let for clearing up. The Site Manager/Assistant will put away tables and chairs but you will need to wipe tables and sweep floor (brushes and dustpan provided).

Please be aware that parties may be starting immediately after yours, so you need to encourage collecting parents to go promptly!

There is lots of space for all the traditional games; some soft balls are useful. Please note: use of the playground area for games/sports is not permitted.

Here is a list of things you may need to bring with you (in no particular order)

Music and music player	Soft balls
Large balloons	Any props for games (e.g. potatoes and spoons)
Party bags	Prizes (if any)
First aid kit and plasters	Black bags for rubbish
J cloth/kitchen roll	Scissors/sellotape
Matches and knife (for cake)	Paper plates etc.

NB. Please tell us if you are planning any unusual entertainment. **Bouncy Castles are NOT permitted.**

## 13. Appendix 5 – Fire Alarm and Evacuation Procedure

### Fire Alarm and Evacuation Procedure

If a fire has been discovered raise the alarm and notify the school office of the location of the fire.

The fire services are to be called immediately. Dial 999.

[Should the alarm be activated in a non-controlled situation the Fire Brigade will be summoned via electronic communication with the alarm system. Admin staff will also alert the Fire Brigade on hearing the alarm unless otherwise advised.]

<b>Fire evacuation drill</b>	
Step 1	On hearing the alarm (a repeating electronic beeper similar to playtime sound), line the pupils up quickly and quietly. Lifts are not to be used. Adults / children requiring the lift should convene at the nearest CALL POINT.
Step 2	Follow the fire evacuation plan and walk to LOWER PLAYGROUND (A) If directed by the onsite staff, the responsible adults and children will assemble off site at St James' Primary School (B).
Step 3	Ensure children line up in register order. Take the register and if anyone is missing alert the Headteacher or Site Assistant/Manager
Step 4	Hold up your register when completed.

**DO NOT UNDER ANY CIRCUMSTANCES RE-ENTER THE BUILDING UNTIL ADVISED.**

<b>SWEEPERS</b>  Any member of teaching support staff	<ul style="list-style-type: none"> <li>• Check <b>the floor you are working on</b> i.e. Yellow, Blue, Green and Red has been completely evacuated (toilets, all rooms and fire exits).</li> <li>• Alert the Headteacher or Site Assistant/Manager if anyone is missing</li> </ul>
<b>ADMIN TEAM</b>	<ul style="list-style-type: none"> <li>• Final exit doors to be opened in direction of travel and closed as leaving the building</li> <li>• Handout registers to class teachers</li> <li>• Check the fire roll list (staff and visitors)</li> <li>• Alert the Headteacher or Site Assistant/Manager if anyone is missing</li> <li>• Ensure all visitors to site are notified of our fire procedures</li> </ul>
<b>TEACHERS</b>	<ul style="list-style-type: none"> <li>• Take/call the register</li> <li>• Hold the register up in the air when completed to indicate all children are present</li> <li>• Alert the Headteacher or Site Assistant/Manager if anyone is missing</li> </ul>
<b>PREMISES ASSISTANT</b>	<ul style="list-style-type: none"> <li>• Regularly check that full fire exit signs and procedures are in place</li> <li>• Test the fire alarm regularly on a Tuesday at 8.15am at different call points each week</li> </ul>

- All members of staff are responsible for knowing their quickest route out of the building.
- Evacuation Procedures are displayed in each room