



Argyle
Primary
School

Lettings Policy & Agreement

2024-26

Review Date: Autumn 2024
Agreed by: FGB 05.12.2024
Review Date: Autumn 2026

All persons to whom permission has been given to let any property at Argyle Primary School, herein referred to as “the school”, must assume responsibility for compliance with all health and safety requirements, safeguarding, personal injury and other relevant legislation in connection with their activity. All persons to whom permission has been given to let any property at the school must confirm that adequate and appropriate insurance cover is in place for the activity to be carried out.

Rationale

The Governors and their representative, the Headteacher, agree to let certain areas of the school premises where possible, providing that any such letting will not be detrimental to the school or to its pupils.

The Governors and their representative, the Headteacher, will do all they can to ensure that the premises will not be used to hold any form of meeting, study class or gathering the intention of which is to encourage or incite any form of radicalisation and/or extremism. For more information see CSCP (Camden Safeguarding Children Partnership) Radicalisation and Extremism.

Guidelines

- All lettings will be at the discretion of the Governing Body or its representatives, who may refuse lettings if they consider it in the interests of the school to do so.
- Lettings after midnight will not be permitted.
- All hirers must comply with the regulations set out in this policy.
- All hirers must be aged over eighteen.
- All hirers must secure insurance cover for the letting, including for public liability.
- All school buildings and associated premises are non-smoking areas.
- Cars must not be parked to cause an obstruction at the entrance to or exits from the school. The hirer must ensure that access to the school by emergency and service vehicles is not obstructed or delayed. The hirer is liable to pay for any costs incurred in the removal of any obstruction
- The school is not responsible for any loss of or damage to vehicles parked on its premises or their contents.
- Details of current lettings charges are available from the school office.
- All hirers should arrange for the premises to be cleaned after the event.
- The school representatives reserve the right to enter the premises at any time during the period of hire.
- The right is reserved to cancel any hiring without notice where the school considers it necessary to do so. In the event of hiring being cancelled by the school, the hire charges and any other fees payable will be refunded to the hirer. Neither the local authority nor the school's Governing Body will be liable to pay compensation for any loss sustained as a result of the cancellation.

- The school shall not be responsible for any damages to, or loss (including theft) of, any property or goods brought, deposited or left on the premises. The hirer must make his/her own insurance arrangements to cover such items
- The hirer shall indemnify the school and their officers for
 - all actions, cost, claims, damages, penalties, expenses and demands arising out of or in any way connected to the letting to the extent of their own public liability;
 - any incident, loss or theft of, or any damage to property or injury to any person sustained as a consequence of the letting subject to the terms of the insurance policy taken out as part of the hiring charge.
- No bolts, nail tacks, etc shall be driven into any part of the hired premises or furniture thereof. No inflammable materials, articles of an explosive nature nor animals shall be allowed on school premises. Any alteration, addition or variation to lighting or other electrical installation is not permitted (except by prior permission of the site representative), nor are heating fixtures or other arrangements of the hired premises.
- No furniture, apparatus nor appliances may be delivered to the hired premises on behalf of the hirer or unloaded, placed in position and removed by the hirer or person employed by him/her for such purposes unless with the written agreement of the site representative. Where written agreement is given, the school shall be reinstated forthwith at the expense of the hirer to the satisfaction of the school. Any such equipment brought onto the school premises shall be, or shall be rendered, non-flammable. In all cases, except where express permission in writing has been granted by the school, the use or movement of school pianos is strictly prohibited.
- The hirer is responsible for the safe and appropriate use of any equipment, whether the school's or otherwise, issued for, or in connection with, the hirer's activity or activities on the school premises. The school reserves the right to refuse the hirer use of such equipment that it deems may be unsafe or inappropriate.

Charges

- All charges will be subject to periodic review by the Governing Body. The minimum increase will be in line with inflation.
- The calculation of charges will include consideration of the real costs of heat, light and water, and the cost of premises staffing for the event.
- All lettings to charitable and community groups are made without profit.
- Other charges are agreed by the Governing Body and may include an element for profit above actual costs, and/or an element relating to any damage or the necessary restoration of good order.

The application process

- The hirer submits the application form and signs a Lettings Agreement, which sets out the time and date of the proposed hiring and the precise definition of the premises and facilities to be hired, including lavatories and kitchens.
- The number of people permitted to attend an event will depend on the nature of the activity. This guidance reflects that given by Fire Prevention Officers for halls used for assembly functions:
 - If the event has dancing and there are no chairs or tables set out, one person per 6 square feet (0.55 square metres)
 - For a seated audience, one person per 6 square feet (0.55 sq metres)
 - If the event has dancing and chairs or tables are set out, one person per 8 square feet (0.55 square metres)
 - Where people are seated at tables (restaurant-style), one person per 10 square feet (0.92 sq metres) or as agreed with the school's representative
- The application is considered by the Governing Body, or Headteacher on its behalf, and a decision is made whether to permit the hire.
- The Site Manager is consulted. If the Site Manager is not able to service the hiring, a key holder will be identified, who will receive payment at the same rate as the Site Manager.
- One copy of the application form is returned to the applicant with a letter of confirmation setting out the terms of the hire, including insurance requirements.
- An invoice is issued to the Hirer and must be paid in accordance with the school's requirements.
- A receipt will be issued.

Responsibilities of Hirer

- The Hirer shall be the person who signs the application form and who will be responsible for payment for the hiring and will be present/ or nominate representative throughout the duration of the hiring, ensuring that the conditions of hire in this policy are observed.
- The Hirer will be responsible for the maintenance of good order during the hiring and for any loss or damage suffered by the school including, but not limited to, damage to the premises and other property of the school during the time the premises are hired so far as is covered by his own public liability insurance.
- In no circumstances shall alcoholic drinks be available without the written consent of the Governors. Permission will only be granted in exceptional circumstances. If permission is granted, it will only be provided the Hirer has obtained the necessary licence from the local Magistrate's Court. The supply of alcohol at a charge does not mean just the payment of money over a bar but also applies to the use of tokens or tickets purchased previously and then given in exchange for alcohol. Even the sale of tickets with a notation that the supply of alcohol is part of an inclusive price of admission to a function, such as cheese and wine parties, is a contravention of the law in its strictest interpretation.

- The Hirer shall, if called to do so by the school, furnish for approval a copy of the programme of any entertainment to be given by the Hirer.
- The Hirer shall be expected to undertake a risk assessment for the activity or activities being undertaken. This should be done in accordance with the '5 Steps' approach set out in the Health & Safety Executive's website (www.hse.gov.uk/risk/fivesteps.htm). Any actions required from this should be followed and a copy of it given to the school.
- Where there is provided in any building an entertainment for children, or an entertainment at which the majority of the persons attending are children, it shall be the duty of the person providing the entertainment to station and keep stationed, wherever necessary, sufficient number of adults attendants, properly instructed as to their duties to safeguard their children.
- If the Hirer commits a breach of any of these regulations during a hiring, the school reserves the right to terminate the hiring or the event immediately and to refuse any further application.

TERMS AND CONDITIONS

Under the Education Act 2002 and the Children Act 2004 local authorities and all bodies working with children have a duty to safeguard and promote the welfare of children.

The letting of school premises to external organisations (buildings and grounds) is permitted by the Governing Body on the understanding that the following conditions apply at all time.

SAFEGUARDING AND CHILD PROTECTION

It is an obligation of the Hirer to confirm that:

- a) Disclosure and Barring checks have been carried out on all adults working with children on the activity or activities it undertakes on the school premises and that these checks demonstrate that all adults working with children on the activity or activities it undertakes are safe to do so. The Hirer is responsible for ensuring compliance with the DBS Code of Practice and any relevant Safeguarding Children Board requirements.
- b) There are policies and procedures in place to address any concerns raised in respect to the welfare or safety of children and young people e.g. signs of potential abuse are exhibited.
- c) Staff and volunteers will act upon any concerns without delay and refer to appropriate services.

d) The Hirer shall be required to provide evidence of the above at the request of the Governing Body of the school, the Headteacher or the LA.

e) “ 8 Section 175 of the Education Act 2002 requires governing bodies of maintained schools and colleges, in relation to their functions relating to the conduct of the school or the institution to make arrangements for ensuring that such functions are exercised with a view to safeguarding and promoting the welfare of children who are either pupils at the school or are receiving education or training at the institution”. Further advice can be found in the DFE document Keeping Children Safe in Education September 2021.

f) The Hirer is responsible for ensuring that all children are accompanied by a responsible adult whilst on the school premises. The Hirer must make clear in any advertisement for the service/activity offered on school premises that the school does not endorse, have involvement or responsibility for the service/activity other than those stated in paragraph (c) overleaf.

g) The Hirer shall not use the premises to hold any form of meeting, study classes or gathering the intention of which is to encourage or incite any form of radicalisation and/or extremism.

HEALTH & SAFETY REQUIREMENTS

a) Accident reporting

The Hirer must report all accidents occurring before, during or after the activity or activities it undertakes on the school premises to the appointed person at the school using a standard report form.

b) First Aid Facilities

There is no legal requirement for the school to provide first aid facilities. It is the responsibility of the Hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising staff.

c) Emergencies including fire safety

The school's fire risk assessment should be reviewed and fire safety procedures followed by all providers of services. Any arrangements (e.g. alarms, maximum numbers) that arise from the assessment should be communicated to all users of the premises as appropriate. There must be clear procedure for the Hirer to summon emergency services when required with access to either an open telephone landline or fully charged mobile phone. All participants engaged in the organisation's activities must be aware of the procedure for vacating the premises in the case of an emergency such as a fire and the nearest assembly point. Any arrangements (e.g. alarms, maximum numbers) arising from the assessment should be communicated to all users of the premises as appropriate. A register of all those attending the activities, for which the Hirer is responsible, should be kept. The Hirer must understand the school's evacuation procedures in the event of an emergency and be aware of fire exits and the assembly point.

d) Cleaning up and waste disposal

The Hirer shall be responsible for ensuring the cleaning up and safe disposal of any rubbish, unused or waste food, broken glass etc. as a result of the letting.

e) Smoking, vaping and consumption of illegal drugs

The school has a 'No Smoking Policy' and this must be adhered to at all times. Breach of the law in relation to no smoking in an enclosed public space is a criminal offence and will be reported for prosecution.

Illegal drugs must not be brought onto or consumed on the school premises.

f) Noise

The Hirer shall ensure that no annoyance nor disturbance is caused to the school's neighbours or to members of the public as a result of its use of the school premises.

Causing a statutory nuisance is a breach of the Environmental Protection Act 1990 for which the Hirer may be prosecuted.

g) Electrics and electrical equipment

No alterations or additions to the electrical installation at schools may be made, without previous consent in writing from the school and any such alteration and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the LA and shall be reinstated forthwith at the expense of the Hirer to the LA's satisfaction.

PUBLICITY

The Hirer shall obtain the approval of the Headteacher for any advertising or publicity material advertising the Hirer's activity or activities before such material is published. No notice may be displayed in the school by the Hirer without the prior approval of the Headteacher.

RESPONSIBILITIES

The **Governing Body** has the overall control over the use of the premises outside school hours. The process of lettings will be managed by the **Headteacher** acting on behalf of the Governors on a day-to-day basis within the framework of this policy.

The Site Manager and the administrative officer will support the Headteacher in the management of the process. Their particular responsibilities are listed below:

The Site Manager

The Site Manager will, where possible supervise lettings taken in this school. For some lettings the Headteacher may decide that the Site Manager will not be required.

If the Site Manager is to manage a let, he will be paid a half-hour before and after unlocking and then securing the premises. The total time allowed for a letting will

depend on its particular nature. The Site Manager may not be required for the full duration.

The priority, however, will be to supervise the letting responsibilities in this respect and will include the following:

Preparation of the accommodation for the letting, including opening the premises, providing adequate heating and lighting, making available and setting out any furniture and equipment booked by the Hirer.

Remaining on site. The Site Manager is required to remain on site for the agreed duration of the letting. This includes half an hour on either side for opening and locking up the premises. The Site Manager must be available on site or contactable by mobile phone for the entire duration of the letting.

Supervision. The Site Manager must satisfy him/herself that the letting is causing no problems; that the Hirer is not making unauthorised use of facilities or equipment, and that those attending are not straying into other areas of the building. The level of supervision of the letting itself will depend upon the nature of the activity. The building will be open throughout and the Site Manager must supervise the site as a whole to watch for intruders.

Being available. The Site Manager must inform the Hirer as to where he/she can be contacted during the letting. This is essential, not only for the Site Manager to be able to deal with any general problems that might arise, but also to be able to respond without delay to more serious matters such as a fire, an accident or intruders on the site.

At the beginning of the letting. The Hirer must be informed at the outset of the location of the fire alarms and fire exits in the area to be hired; the location of cleaning equipment, so that the premises can be left in the condition in which they were found, and where to find the Site Manager.

At the end of the letting. The Site Manager should inspect the area with the Hirer. If the premises have not been restored to a tidy condition the Site Manager can then state dissatisfaction and make it clear that an additional charge is likely to be made.

The Site Manager is responsible for ensuring that the building is ready for normal school use before the following morning.

The Site Manager is responsible for securing the building when all have left.

Administrative Officer Responsibilities

The Administrative Officer will be responsible for the administration of lettings. Duties in this respect will be as follows:

General enquiries: Deal with general enquiries from the Hirer about the availability of accommodation, facilities, charges etc.

Application form: Give the Hirer an application form to complete.

Supervision: On the return of the form, check that the Site Manager can be on duty for the letting. If not consult with the Headteacher to make alternative arrangements or decide not to accept the booking.

Acceptance: Make out an acceptance form detailing the accommodation hired and the cost. The Hirer will receive a copy and an invoice. The Site Manager must have a copy and another copy must be filed. Issue an invoice of the total charge and secure a deposit.

Diary: Enter the details in the school diary. Also note in the diary if payment is due or has been received.

Payment: Maintain a file of acceptance awaiting settlement. The Hirer may need to be reminded that if payment is not received at least three weeks before the event, the booking will be cancelled.

Cancellation: In the event of a cancellation, either by the school or the Hirer, the Site Manager must be informed.

Banking: Bank the letting receipts or check that payment has been made electronically into the school's bank account.

1. INFORMATION ABOUT LETTINGS AT ARGYLE SCHOOL

The Governors of Argyle School wish the building to be used as much as possible in the interest of the children and the community. They support efforts for ‘community’ lets. Such lettings are non-profit making and are deemed to meet needs, especially educational needs, within the community.

In addition, the school may be hired for private functions and any profits go towards Argyle Primary School.

The Governors’ prime responsibility is to ensure that the best possible education is provided for children enrolled at Argyle Primary School. The school budget must in no way subsidise extra lettings through energy costs, wear and tear or staffing fees. Costs will be reviewed annually.

By agreement with the Environmental Health Department all lettings must be finished by 12.00 midnight. They must be notified of any lettings which may create noise for the local community.

50% of fees is required on booking (unless the hire is less than three weeks after the booking in which case the full amount is due in cleared funds). The balance must be paid three weeks prior to the event. The school reserves the right to levy additional charges to cover the costs of damage, excessive untidiness or going over time.

Revised date	Agreed by Governors – date	Next review date:
Autumn 2024	05.12.2024	Autumn 26

AGREEMENT

I/We being over the age of 18 years, hereby apply for permission for the Applicant(s) to use the accommodation and other facilities as set out overleaf, it being understood that if such permission be granted it will be subject to the Conditions of Hire made by the Governors in relation to the use of the school premises, a copy of which we have received, and that such permission will be effective only so long as such Conditions are duly observed and performed.

We agree to the cost of hiring the accommodation in accordance with the Governors' current scale of charges.

I/We, the Applicants jointly and severally hereby undertake and agree with the said Governors to perform and observe all of the Conditions, including applying for an entertainments licence when necessary, should such permission be granted.

I/We, the Applicant(s), hereby jointly and severally agree to guarantee the Local Authority and the Governors of the School from and against all loss, damage, costs, claims, demands, expenses or charges which the Local Authority or the Governors may sustain or incur in respect of any matter arising out of breach or infringement of copyright. This is not covered by the policy of insurance effected by the Local Authority or referred to in the Conditions of Hire. All such sums as may be payable by reasons of this agreement. I/We agree to comply with, and abide by, the Terms and Conditions of this agreement within the guidelines of Camden Council's Health and Safety Policy.

Name of applicant:	
Signature of Applicant:	
Date:	
Address:	
Contact number:	

Name of Guarantor:	
Signature of Guarantor:	
Date:	
Address:	
Contact number:	

INVOICE

CALCULATION OF COSTS

1	Basic costs of letting	
	Private let Date: Duration of let: <ul style="list-style-type: none"> • Facilities required <i>Prices for all lettings of FLC depend on timings</i>	Yes/No
	Community let during normal school hours	Yes / No
		£
2	Extra hours _____ @ _____	£
3	Security deposit required	
4	Food to be served	
5	Extra rubbish collection?	
6	Any other costs	
7	TOTAL hire cost	
8	(Full amount is due if hiring is in three weeks' time) <i>Balance must be paid three weeks before the letting</i>	