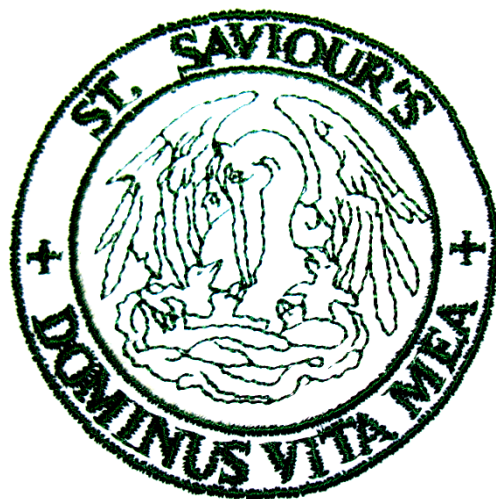


C of E Federated Schools of St. Mary's and St. Saviour's



Lettings Policy

Written by: **Resources Committee**

Adopted by the Governing Body: **12.05.11**

To be reviewed: **September 2016**

Lettings Policy

General

The Governing Body welcomes the wider community of Walthamstow to use the School Hall and the Playground at the School, situated Brooke Road for St. Mary's and Verulam Avenue for St. Saviour's. St Mary's and St Saviour's C of E Primary are schools with a distinctive ethos rooted in the Christian faith. As part of the local community in Waltham Forest we respect the diversity of our local area and understand that not all users will share our beliefs or purpose. Our schools welcome members of the community to use its buildings in accordance with the full hiring policy.

The buildings available for hire, separately or together, are as follows:-

The School Hall. A light, large flexible space with a wooden floor, seating and tables, and toilet facilities. Please note there is no access to the kitchen.

The Playground, a large tarmac area suitable for outside activities and with access to toilet facilities. With garden areas.

All areas offer full disabled access.

Introduction

A letting is an arrangement to allow an external body or organisation temporary use of the school's premises or facilities. It should not extend for more than one year although it can be renewed annually. The arrangement will not give exclusive or extended use of the buildings.

The main uses are:

- Community use – charges will be set and priority given to, for example, parents at the schools wishing to use the premises for Christenings, birthday parties for children from age 1 – 11 years and charitable groups, offering social, moral, spiritual or physical education. Associations and church groups, offering activities or worship by any nationally recognised Christian Church. Other not-for-profit organisations which carry some benefit to or enrich the local community. There are restrictions on parties and other activities, especially any activity not in sympathy with community cohesion or the Christian ethos of the school.
- Statutory use – usage laid down by statute will not be frequent but must be accommodated at a rate to recover costs e.g. polling station use for local or parliamentary elections. The charging of a rent is prohibited by law
- Designated use – these should have priority of access unless there is a clash with statutory use. This group of users will not incur a charge higher than that which allows the governors to cover the cost of providing the facilities. This group includes the following: school activities; governor, staff or PTA meetings; curriculum activities such as plays and concerts; fund-raising activities for the school

General Principles

1. Educational (to meet the needs of the school and the national curriculum) and other statutory requirements (including Polling Station usage) take precedence over any other use regardless of whether this is Designated, Community or Private hire.
2. The ownership of the land and buildings rests with the Diocese and the Governors' delegated powers are limited when letting the school. No leases or licenses can be granted by the school Governing Body.
3. The school governing body will adopt a charging regime which shall, at the least, recover all costs incurred in making premises available. The school's delegated budget cannot be used to subsidise any lettings by community or commercial organisations.

Aims

- To promote greater use of the school premises by the local community
- To ensure that there are clear guidelines for the use of the school premises by non-school groups
- To provide realistic charging figures

Administrative arrangements

- All correspondence and matters concerning the hire of any area of the school should be addressed to the School Lettings Department:
The Office Manager
St Saviour's VA C of E Primary School
Verulam Avenue
Walthamstow
London E17 8ER
- Applications shall be made in writing on the school lettings application form and addressed to the school's nominated Lettings agent – the Office Manager at St. Saviour's.
- The Hirer shall be the person who signs the application form, who will also be responsible for payment of the hiring and will be present (or nominate a representative to be present) throughout the duration of the hiring, ensuring that the conditions of hire are complied with. The Hirer must be 18 years old or older and may be required to provide documentary evidence of this. Any change of the person responsible for the hire must be notified in writing to the school or its nominated agent.
- Once approved, confirmation will be sent to the Hirer along with the Terms & Conditions of hire
- Applications cannot be accepted within two weeks in advance of hire during term time. Application processing may take considerably longer during school holidays.
- Lettings will be accepted on the basis of the Lettings Policy approved by the Governing Body; however the school reserves the right to refuse any request for a letting.
- The Hirer should take care when completing the application form to identify the full extent of the facilities required. In particular, specific rooms, any equipment to be made available, parking spaces, whether catering facilities are to be available and which toilets are required.

- Lettings can be agreed on an ad hoc basis (i.e. one offs) or for regular use over a longer period. However no agreement shall extend for more than a year without the Governing Body's express approval.
- Invoicing and payment arrangements. Ad hoc/one off hire shall be paid in advance. Longer term arrangements shall be subject to an initial payment in advance with the balance being paid monthly, in advance, upon receipt of invoices. Failure to comply with payment requirements will result in access being denied to the premises.
- All hirers will be required to make suitable arrangements for First Aid and familiarise themselves with the Fire Evacuation procedures.
- The Governing Body may cancel any letting at any time. In such cases two weeks notice will be given, if possible, and either a proportion of any fee paid will be refunded or an alternative date/venue offered, except where cancellation is due to misconduct or a failure to comply with the stipulations of the lettings agreement where the letting may be terminated with immediate effect.
- The Hirer shall give 7 days notice of cancellation or pay the full cost of the booking.
- No person may use the school premises for a letting without an application form being completed.
- Any person who knowingly acts in contravention of these requirements will be charged at the appropriate rate and refused permission to use the school premises in future.
- The Governing Body, or their representative, reserves the right to enter/inspect the premises at any time during a letting on producing evidence of their identity. The stewards (if applicable) are to be instructed accordingly by the Hirer.

General Conditions of Use

1. The Premises can be used for:-:
 - Christian worship, conferences or lectures by any group part of, or affiliated to, CTBI or Evangelical Alliance.
 - Activities which promote moral, spiritual, educational welfare, where that activity is organised by a registered charity. Where such applications come from non-Christian religious groups the decision should be made in collaboration with the Head Teacher, Team Rector of Walthamstow and, if necessary, the Diocesan Director of Education.
 - Occasional social gatherings for under 12's and other social activities, which may take place in the School Hall & Playground.
2. The school is not permitted to allow anything which may be inimicable to the welfare of the Church of England (as defined by the Diocese of Chelmsford). Any activity or event in clear conflict with core Christian values or doctrine or likely to cause significant controversy within the Christian community. These include: hypnotism of any kind, spiritual abusive cults or activities not widely accepted within the local or Christian community, forms or meditation or exercise which in addition to physical benefit promotes ideologies which conflict with Christian beliefs or (1) above.
3. Use by the school and for statutory use will always take precedence over any other use of the Premises

4. It shall be the responsibility of the Hirer (defined as the Responsible Person on the application) to ensure that the conditions of the letting are adhered to by all persons making use of the Premises under the terms of the letting.
5. Access is restricted to the Premises according to the usage and times specified on the application. The Hirer shall not use or permit the use of the Premises for any purposes or activity other than that specified in the application, nor by any other person , and strictly in accordance with these conditions
6. There shall be no variation to these conditions without the prior agreement in writing by the Governing Body or its nominated representative.
7. Sub-letting, or sharing of the Premises by the Hirer is prohibited.

Charges & Variations to charges

1. Charges will be made at rates that will be determined and approved from time to time by the Governing Body. In cases where the incorrect charge has been quoted, the school reserves the right to charge the correct rate, although the Hirer may consider the letting cancelled.
2. Charges for occasional use are to be paid in advance on the date specified by the Governing Body or their nominated agent. Regular users, over periods exceeding 3 months, shall pay an initial hire charge and thereafter within 7 days of the start of each month during which the series of lettings occurs.
3. Hiring charges for Sundays are higher due to additional expenditure incurred by the school.
4. A security/damage deposit is required to be paid for a private letting and may be required for some community lettings, at the discretion of the school, at the time the letting is confirmed by the school or its nominated agent. The deposit will be returned following the end of the letting, subject to the Premises being returned in a state of good order.

Care of Premises

1. The Hirer shall ensure that there is at least one responsible adult present and able to supervise at all times during the letting. Additional responsible adults (stewards) may be required dependent on the nature of the letting.
2. The Hirer is required to leave the Premises (including passageways, stairs and exits) and the school areas used in a clean and orderly state, free from rubbish or obstruction and shall clear away and remove any rubbish from the school and leave the school in the condition in which it was found.
3. The Hirer shall ensure that no persons using the Premises are permitted to wear shoes with stiletto heels or other footwear which may, in the opinion of the Governing Body, be damaging to the floors or external sports areas
4. No bolts, nails, tacks, pins or other similar objects shall be driven into any part of the Premises nor any adhesive fasteners used
5. Lavatories must be left in a reasonable condition, unblocked and flushed

6. All passageways, stairs and exits must be kept free from obstruction
7. The Hirer will be responsible for reimbursing the school for any additional costs incurred in cleaning the Premises or clearing the grounds after a letting.
8. No desks, fixed furniture or equipment that may be in the accommodation hired shall be used or interfered with without the prior approval of the Governing Body. Standing on seats, furniture, windowsills, etc is not permitted.
9. No alterations, additions or variation to the school lighting or other electrical installation, heating, fittings or fixtures shall be made to the Premises.
10. Fittings, fixtures or decorations of any kind shall not be permitted, other than purely temporary arrangements, which require no permanent fixings nor which would damage or disfigure any part of the Premises. No gas filled balloons, confetti or streamers are permitted either inside the Premises or in the school grounds.
11. If stage lighting and spotlights are available and required it must be clearly stated on the application form. Any operation of the spotlights and dimmers must be carried out by a competent person approved by the school.
12. Chalk, resin or cleaning and polishing materials may not be used on floors
13. No notice, poster, placard or similar shall be permitted without the express approval of the Governing Body or their nominated agent.
14. No furniture, apparatus or 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 purpose unless with the written agreement of the site representative or Governing Body. This includes inflatables, such as bouncy castles or similar equipment.

Damage to the Premises

1. The Hirer shall take all precautions to prevent any damage to the Premises.
2. The Hirer shall repay to the Governing Body any additional costs, whether for staff or premises, resulting from the misuse and/or damage to the Premises and/or grounds. Such costs will be determined by the Governing Body or their nominated agent and shall be paid within seven days of a written demand.
3. Any damage shall be reported immediately to the caretaker or the nominated Lettings agent.

Equipment and accommodation

1. No electrical equipment shall be brought on to the school premises without the express consent of the Headteacher or Governing Body or their nominated agent.
2. The electrical and mechanical installations at the Premises are not to be supplemented or altered, nor any specialist equipment (such as public address systems) to be installed by the Hirer except with the express approval of the Governing Body or their nominated agent.

3. Any furniture provided by the Hirer must be removed immediately after the end of the letting (unless otherwise agreed)
4. Storage is not available at the Premises for hirers and all equipment, apparatus and furniture belonging to the Hirer must be removed at the end of each letting.

Condition of Premises

1. The Governing Body gives no guarantee as to the fitness, suitability or condition of the Premises or grounds. Every effort is however made to ensure that they are in a reasonable state. It is the responsibility of the Hirer to check that the Premises are suitable for their needs.

Insurance

1. It is the responsibility of the Hirer, prior to the letting, to effect whatever insurance is appropriate to cover their liabilities. Insurance effected by the Governing Body or Local Authority does not extend to a hirer's liabilities. At the least, hirers shall take out third party and public liability insurance with a reputable insurance company in a sum not less than the Public Liability Sum (specified in the Letting) and shall, if so required, produce details of such insurance for inspection by the Governing Body.
2. It is possible for the School to hire out the Premises to other organizations or private individuals for external functions such as parties, fetes etc. Some groups will have public liability insurance but the majority will not. Our insurance policy includes cover to individuals and organizations in respect of damage to school property arising from the hire of these premises, for which the individual or organization are held legally responsible under the terms of the hiring agreement. However, our insurance policy does not cover anyone contracted by the Hirer to attend the function (for example, professional entertainers).

Statutory requirements

1. The Hirer shall comply with the statutory or regulatory requirements associated with its activities at the Premises, in particular concerning:-
 - consumption of intoxicating liquor – only Beer, Lager, Wine or Sherry (No Spirits)
 - No alcoholic drinks shall be sold on to the Premises.
 - Appropriate performance copyright issues for lettings involving music, theatre, dance etc.
 - No smoking is permitted within the school premises or grounds.

Health and Safety

1. The Governing Body requires the Site Services Officer or caretaker to be on duty at all times during periods of hire.
2. The Hirer is responsible for the health and safety of all persons using the Premises under the Letting and must make themselves fully aware of the fire precautions and procedures in existence.
3. The Hirer will be responsible for ensuring that all activities take place in a safe manner.
4. The Hirer shall comply with Section 12 of the Children and Young Person's Act 1933 and 1989. In summary, this requires that where any play or entertainment is provided, at which the majority of the persons attending are children, then if the number exceeds 100, it shall be the duty of the Hirer to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building or any part of it than can be safely accommodated there and to control the movement of the children and other persons admitted while entering and leaving the building and to take all other reasonable precautions for the safety of the children.
5. The number of persons using the Premises shall not exceed the number notified to the Governing Body (in the Application or otherwise, see attached Risk Assessment for capacity details, marked Appendix 1).
6. The school does not provide first aid medical facilities for hirers, nor does it guarantee access to the telephone system for calling assistance during lettings. However access to an emergency landline may be available on request to the caretaker. Hirers should make their own arrangements i.e. trained personnel and provision of First Aid kit.

Cancellation/non-availability

1. Failure by the Hirer to comply with any or all of the foregoing conditions where applicable, whether intentionally or not, may be deemed by the school to be just cause for the immediate cancellation of any letting or series of lettings.
2. The Governing Body reserves the right to cancel a letting at any time when the facility is required by the school, or for other statutory users. It shall give as much notice as possible (where feasible a minimum of two weeks notice) and shall refund the charge in respect of the cancellation or offer alternative accommodation or dates. No other compensation shall be paid.
3. The Governing Body reserves the right to refuse or cancel any hiring where it believes that the activity or use, or the identity of the hirer, is inappropriate or inconsistent with the use of school premises.
4. The Governing Body reserves the right to refuse or cancel a letting in the event of an outbreak or prevalence of infectious disease or any other cause outside their control.
5. Where the Premises or any facilities hired (or part thereof) are not available to the Hirer, the Governing Body will consider refunding the charge, or a proportion thereof. However the Governing Body will not

be liable to pay compensation for any loss sustained by the Hirer as a result of the cancellation.

Restrictions on use/activities

1. The Governing Body or its nominated agent reserves the right to refuse any application which it believes may cause, or have the potential to cause, offence to the community or part of the community.
2. The Governing Body or its nominated representative may refuse admission to any person without giving a reason for doing so and similarly may require any person to leave the premises.
3. The Hirer is specifically forbidden to use, or allow the use of, the hired premises or grounds for any illegal or immoral purpose.
4. Sporting activities will not take place anywhere on the Premises without the prior written approval of the Governing Body.
5. The Hirer shall not use the Premises, or permit them to be used, for gaming or wagering, other than lawful gaming carried out as an entertainment promoted for raising money, to be applied for purposes other than private gain and complying with the provisions of the Gaming Act 1968.
6. The hirer shall not permit any animal to enter or remain on the Premises unless agreed beforehand. (Agreement will not be unreasonably withheld for guide dogs for persons with visual or hearing impairments).
7. The Hirer shall take all reasonable steps to ensure that no noise or other nuisance is created which would affect others using other parts of the Premises or the owners and occupiers of neighbouring or adjoining properties.
8. The Hirer shall vacate the Premises by 10.00pm Monday to Saturday. On Sunday the Premises should be vacated by 6pm except for a series letting (i.e. regular weekly use) when the finishing time should be no later than 5pm, unless written authority (showing the time of extension) has been obtained from the Governing Body. The Premises will be made available throughout the year with the exception of :
 - a. Public holidays and school closures for religious festivals
 - b. The two weeks of the Christmas holidays when a thorough clean of school premises is undertaken. This is subject to the Governing Body's discretion.
 - c. Any programme of building works or refurbishment which may impact on the use of the Premises
9. Head teacher's domestic and staff rooms are not available for hire.
10. Hirers are expected to fully apply laws relating to substance and drug misuse during the time of hire.

Vehicles and Parking

1. No motor vehicles shall be permitted entry on to the School site without the prior written consent of the Governing Body and any vehicle entering with consent shall not be parked in a manner causing obstruction to the movement, entry or egress of other vehicles.
2. Where car parking is permitted, the Hirer is responsible for ensuring that adequate stewarding is provided and that vehicles are parked in a

responsible manner and according to any directions given by the Governing Body.

3. Cars are parked on the school premises at the owner's risk.

Lost Property

1. The School does not accept any responsibility for damage or loss (including theft) of any articles of property brought, deposited or left by the Hirer, their guests, agents or any member of the public at the School during the period of the hire. The Hirer must make their own insurance arrangements to cover such items.

Indemnity

1. The Hirer will hold harmless and indemnify the School and the Governing Body in respect of any loss, liability claim, damage, penalties or proceedings whatsoever arising under Statute or Common Law, including death or personal injury to any persons whomsoever, or damage to property, or breach of copyright arising out of or in the course of the hiring.

Security (additional charge)

1. If, due to the nature of the activity/use, the Governing Body or its nominated agent considers it necessary to make special arrangements for the security of the Premises, the cost associated with this shall be met by the Hirer.
2. In the event of triggering of the school alarm system the Hirer shall immediately contact the school caretaker. A charge may apply where the Hirer is responsible for accidental alarm activation.
3. The school caretaker is required to be on duty at all times during the letting of the Premises and the cost forms part of the hiring charge.

Promotional literature and publicity

1. Any promotional material or publicity making reference to the School shall be approved in advance by the Governing Body or its nominated agent.

Access and Key collection

1. The School employs its own key holder (caretaker) who will unlock and lock the premises for the times specified within the letting application form.
2. Where required, the Hirer shall liaise with the school caretaker regarding practical arrangements associated with the hiring.
3. At no stage will the Hirer be expected to hold keys for the Premises or take responsibility for locking or unlocking the Premises

Complaints and comments

The School welcomes constructive comments which help improve our hiring arrangements. All such comments should be directed to the Head Teacher and Chair of Governors via the School Office.

Any complaints arising from the hire of the Premises should be made by writing, in the first instance, to the Chair of Governors. The Chair will consider the complaint in the light of this policy. The Chair may be contacted through the School Office. The address can be found under Administrative Arrangements in this document.

TERMS AND CONDITIONS RELATING TO SPECIFIC FACILITIES/ACTIVITIES

Film or Theatrical Performances

1. The School performance licence does not apply to the performance of dramatic or musical works if performed in their entirety. For the performance of such works the Hirer must obtain the permission of the owner of the copyright. It is the responsibility of the Hirer to obtain a license if it is intended to play recorded material.
2. The School premises are not licenced for public entertainment. If appropriate, a Temporary Events Notice (TEN) must be applied for from the Licencing Authority. TENs apply when :
 - a. The event lasts less than 96 hours
 - b. There are less than 500 people present
 - c. There is more than 24 hours between events
3. No copyright work shall be performed without the permission of the owner of the copyright and the payment of any appropriate fees. The Hirer shall indemnify the Governing Body against any penalty or sanction for any infringement of copyright which may have occurred during the letting period.
4. No film or video shall be shown in the hired area without the prior consent of the Governing Body who may require the Hirer to give a preview of the film to such persons as directed.

Use of Gymnasia

1. The Gymnasium shall not be used unless or until a qualified teacher is present in the gymnasium.
2. No one may enter the gymnasium, under any circumstances, unless wearing appropriate footwear or having bare feet. Shoes with soles which could mark the floor must not be worn in gymnasia. This rule must also be observed by spectators. All members of the class must wear suitable clothing.
3. The walls must not be marked by writing or drawing.
4. Games of a type likely to cause damage to the equipment or fabric of the building should not be played in the gymnasium (e.g. football with regulation-weight footballs). Where necessary, to avoid damage, the

nature of the game or the type of playing equipment should be amended.

5. No apparatus, small or large, may be used in gymnasia unless permission has been obtained from the School.
6. All apparatus must be handled with care. Portable apparatus, including mats, should always be carried and never dragged along the floor.
7. The beams, window ladders and ropes should be moved only by members of the class who have been instructed in the correct procedure.
8. Apparatus must be retained in the correct storage position when not in actual use. Protective material must be placed under apparatus, which would otherwise damage the gymnasium floor.
9. Weight training should take place in the gymnasium only when no other suitable place can be made available in the School. The floor of the weight-training area must be protected by mats of a type capable of spreading the loading of the weights over an area of several square feet. Old gymnastic mats are seldom sufficient to meet these criteria. Collars must be fitted to all bars. When not in use weights and bars must be stored in racks or on a weight trolley.
10. Any damage or defect, however slight, of apparatus, floor or structure, must be reported immediately to the Caretaker.
11. The person responsible for the class in the gymnasium is also expected to make himself/herself responsible for the proper use of changing rooms and for the conduct of the people using them.

Monitoring and Review

This policy is monitored by the Headteacher and the Governing Body, and will be reviewed at two-yearly intervals. However the School reserves the right to amend the policy at any stage to comply with statutory or other requirements.

Lettings Assessment and Review

Questionnaires will be sent out to both hirers and schools requesting feedback about the lettings use of the premises and such feedback will be used to inform future lettings use of the School.