




## WOHL ILFORD JEWISH PRIMARY SCHOOL

### LETTING SCHOOL PREMISES

Ratified by the Governing Body:	22 October 2013
Reviewed by Finance and Premises Committee:	29 March 2017
Next review:	March 2019

Signature of Headteacher: 

Signature of Chair of Governors: 

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## LETTINGS POLICY

### 1.1 INTRODUCTION

The Governing Body at their meeting on 22 October 2013 adopted the lettings policy set out below and it will be reviewed every 3 years.

The school recognises that its premises are a valuable resource within the community and welcomes the opportunity to enable others to benefit.

### 1.2 DEFINITION OF A SCHOOL LETTING

A letting is defined as 'any use of the school building and grounds by parties other than the school'. Use of the premises for activities such as staff meetings, Governing Body meetings or where pupils are supervised by school staff, are considered school related and do not require a letting agreement.

### 1.3 MANAGEMENT OF LETTINGS

The Governing Body has delegated the responsibility for lettings to the Headteacher. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff.

A record of lettings will be kept and will include information on users, finances, incidents, accidents, enquiries and any lettings refused.

### 1.4 SAFEGUARDING

The school's child protection policy and procedures must be consulted and followed when dealing with external organisations that work with children or young people.

### 1.5 CONSIDERING APPLICATIONS FOR LETTINGS

The Headteacher or other designated members of staff will decide on the approval of the application with consideration to:

- Interference of school activities, priority at all times should be given to school functions.
- The availability of facilities.
- The availability of staff to open and close the premises.
- The school's child protection policies (*please refer to 1.4*) and health and safety policies (*please refer to 1.8*).
- Health and safety considerations in relation to the number of users, type of activity, qualifications of instructors etc.
- Adequacy of management procedures in place during the hire.
- The appropriateness of the letting and whether it is deemed compatible with the ethos of the school.

### 1.6 CHARGES

The applicant is required to pay the applicable charges in full, 10 days prior to the date of the hire. The letting will not be considered booked until a deposit of 25% is received. The School will request a surety against damage to the premises or equipment or the premises being left in an unacceptable condition incurring additional costs for cleaning, caretaking or other expenses.

The Governing Body or those with delegated powers are responsible for setting charges for each area available for hire. As a minimum, the school should achieve full cost recovery. Apportioning costs may be difficult and therefore estimates of associated variable elements can be used. The list below is not exhaustive.

<b>Premises Management</b>	Cost of staffing (including on costs) for additional security, caretaking, opening and locking premises. This charge will vary depending on staffing hours needed.
<b>Administration</b>	Administrative costs incurred by the school in managing lettings.
<b>Equipment Hire</b>	Use of school equipment to cover wear and tear. The charge can vary depending on the type of equipment or number of units required.
<b>Cleaning</b>	If additional cleaning is required, the school can ask the cleaning contractor for a quote. This charge will vary depending on the extra cleaning hours needed.
<b>Heating/ Lighting</b>	This can be calculated from known annual energy costs, and an estimate of the percentage of the school

	used for letting. The charge can be set higher in winter months to reflect the additional heating.
<b>Insurance</b>	Hirers will be charged for public liability insurance providing £2m indemnity limit as part of the booking fee unless proof of adequate equivalent insurance can be provided to the school. (Please refer to 1.7 for more information).
<b>Profit</b>	The school will aim to make a profit for school funds.
<b>VAT</b>	Letting sports facilities is subject to VAT. Also where an extra and separate charge is made for the hire of equipment e.g. pianos, furniture, staging, lighting, VAT is due on that charge at the standard rate. The hire of halls or rooms are <b>not</b> subject to VAT unless equipment is provided such as nets, bats and balls in which case it is vatable. The school must record the VAT element of any income.

## 1.7 INSURANCE

The School has advised and disclosed their lettings income to the Risk and Insurance Team and will benefit from the Borough's Third Party Hirers Liability Policy.

This Third Party Hirers Liability Policy covers the hirer against any claim made for injury and or damage to third parties as well as damage to the hired building as a direct result from the hire. This policy is designed to cover hirers for low risk one-off type hires such as a parent hiring a hall for a birthday party or a regular meeting/gathering for discussion purposes.

The Borough's Third Party Hirers Liability Policy is not designed to cater for any private activity groups or sports clubs, which are run on a commercial basis. Such groups should be asked to produce evidence of their own public liability insurance cover for a minimum of £2m , or £10m for more hazardous activities (ie karate or gymnastics). They should also produce evidence of their employers liability cover should this be applicable. Anyone who does not have the £10 insurance for hazardous activities should be referred to the local authority for assessment of their activity.

## 1.8 HEALTH AND SAFETY

Under the Health and Safety at Work etc Act 1974, the employer is responsible for the health and safety for employees and others who are on the premises.

1.8.1 The school will follow the health and safety guidance below for all lettings:

- The school and the hirer must ensure that the premises are suitable for the intended use.
- The school and the hirer must agree the extent of the use of premises and equipment.
- The school will ensure that the hirer is competent to use any equipment provided by the school and that all equipment is in a safe condition.
- Electrical equipment provided by the hirer must have a current Portable Appliance Test Certificate.
- The school will ensure that the means of access and egress are safe for the hirer. The hirer must ensure that this is maintained during the letting.
- The school will advise the hirer of any known hazards prior to their letting commencing and will request that the hirer notify the school of any hazards during the letting.
- The hirer must ensure that the kitchen is restricted only to persons authorised by the Headteacher.
- The school will provide the hirer with details of emergency procedures e.g. action to be taken on discovering a fire, fire evacuation etc.
- A telephone must be available for emergency calls. The school may make a landline available to the hirer for use in an emergency or ensure that the hirer has access to a mobile.
- The school may agree for the hirer to use the school's first aid equipment. Alternatively the hirer must make suitable arrangements for first aid.
- A "LBR Accident and Incident Form" must be completed by the hirer in the event of an accident or incident occurring on the premises – in this case, the hirer should contact Mrs Susan Senett, School Administrator, as soon as possible. .
- The school's site manager/caretaker will check that the premises have been left in a safe condition.

1.8.2 In addition to the above, the school will follow the health and safety guidance below for all repeat lettings:

- The hirer must have regard to the national standards of qualification, experience and competence of instructors/supervisors/coaches for sporting and other activities.

- The school may require the hirer to provide a risk assessment specific to the letting.
- A fire drill involving the hirer should be carried out periodically (at least every 6 months).
- The hirer is responsible for ensuring that a Personal Emergency Evacuation Plan (PEEP) is drawn up for anybody attending their session that has a physical or mental impairment which would affect their ability to evacuate in an emergency.
- The hirer must keep a register during their letting for use in an emergency evacuation.

#### 1.9 HIRE OF KITCHEN FACILITIES

The school kitchen can only be used under the supervision of a person authorised by the Headteacher.

#### 1.10 LICENSING ACT 2003 - ALCOHOL, MUSIC, PERFORMANCE OF DANCE, PLAYS AND LATE NIGHT REFRESHMENT

A licence for any of the above activities is not necessary where a function is not open to the public. Thus weddings, private parties, or similar events are not licensable.

Any event where tickets are sold (i.e. a public event) or where any alcohol is sold (or is provided inclusive of a ticket price), requires a licence. This will normally be a Temporary Event Notice (TEN) which the hirer or the school must submit to the Council's Licensing service.

#### 1.11 GAMBLING ACT 2005

A hire application which involves gambling activities must be referred to the Council's Licensing Service for advice on how to proceed. No application should be accepted without express permission from the Licensing Service.

#### 1.12 POLICY REVIEW

The Headteacher will review this policy and its appendices every 3 years.

#### 1.13 FURTHER GUIDANCE

Further guidance on the following aspects can be found in the terms and conditions (APPENDIX B):

Attendance, Use and Access	Hirer's Equipment / Car Parking	Employers Liability Insurance
Health and Safety	School Equipment	Indemnity
Supervision of Children	Public Entertainment	Advertising
Working with Children	Liquor Licence	Smoking/ Use Of Explosive Substances
Charges / Cancellations	Gambling	Food and Drink
Condition and Damage	Public Liability Insurance	

**BOOKING FORM FOR SCHOOL LETTINGS**

(Please use BLOCK CAPITALS)

Name of Hirer: <i>(person, body, association, limited company)</i>	
Address of Hirer:	
Contact Number(s):	
Email Address:	
<i>Please provide details of contact person for the hire if different to the above</i>	
Name/ Address / Contact Number(s)/ Email Address	

Purpose of Hire:				
Attendees:	Total Number of Attendees:	Number of Adults:	Number of Children:	
SINGLE BOOKING	Date of Booking:	Start Time:	End Time:	
BLOCK BOOKINGS	Frequency/ Days:			
	Start Date:		Start Time:	
	End Date:		End Time:	
<i>Bookings times must allow sufficient time for preparation and clearing away before and after the event.</i>				

Facility Required (please tick):	<input type="checkbox"/> Kitchen	<input type="checkbox"/> Assembly Hall
Equipment Required:		
Other Arrangements:		
<i>The school does not provide any warranty that the premises, facilities and equipment provided are suitable for the intended purpose of the hire. The hirer is required to satisfy themselves that their requirements are met and the facilities are fit for purpose.</i>		

Will refreshments be served?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Will alcohol be consumed?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
If yes, will the alcohol be served or sold?	<input type="checkbox"/> SERVED	<input type="checkbox"/> SOLD
<i>If permitted by the school, the relevant licence must be obtained for all events that will involve the sale of alcohol, gambling and public entertainment.</i>		
I have read and accept the terms and conditions and confirm that I am over the age of 18.		

Signed (Hirer):

Date:

Full Name (Hirer):

*You will be sent confirmation of whether this application has been accepted or rejected by post or email.*

**PLEASE RETURN THE FORM TO:**

POST :

Mrs Susan Senett  
Wohl Ilford Jewish Primary School  
Forest Road  
Ilford  
Essex IG6 3HB

EMAIL:

susan.senett@ijpsonline.co.uk

(School Use Only)

This application for letting is ACCEPTED / REJECTED

Signed :

Date:

Name:

Position:

*No letting will be regarded as booked until this form has been returned, a signed confirmation letter has been issued by the school and the deposit has been received in full.*

Borough's Third Party Hirers Liability will apply?

Yes  No

**If no**, adequate evidence of own insurance cover has been supplied and retained by school?

Yes  No

Will the letting involve working with children/young people.

Yes  No

**If yes**, the school has followed their safeguarding procedures?

Yes  No

## TERMS AND CONDITIONS

All terms and conditions set out below must be adhered to and the Hirer shall comply with any reasonable instructions given by the school.

The 'Hirer' shall be the person making the application for a letting and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

### **USE AND ACCESS**

The premises shall only be used for the purpose and times agreed by the school.

No facility must be sub-let, or reassigned to any other organisation or individual.

The school retains the right to access the premises at all times during the letting period.

The Hirer shall be responsible for the preservation of good order for the duration of the letting until the premises are vacated and to ensure that no nuisance arises to the occupiers of adjoining premises.

The Hirer will manage the suspension of adults where necessary.

### **HEALTH AND SAFETY**

The Hirer shall ensure that:

- the number of persons present during the letting does not exceed the number agreed by the school;
- all doors and corridors giving egress from the hired premises are kept unfastened and unobstructed;
- all proper safety precautions are taken for the protection of the users of the premises and equipment including adequate supervision;
- they are familiar with the fire and emergency evacuation arrangements, e.g. the actions to be taken in the event of a fire; the position of emergency call points, fire extinguishers, exit routes and that they have conveyed this information to all members of their group;
- the location of the nearest emergency telephone is known;
- there are suitable first-aid arrangements in place;
- the hired premises are left in a safe and secure condition and in a clean and tidy state;
- in the event of an accident or incident, the school are informed at the earliest opportunity.

### **SUPERVISION OF CHILDREN**

At an event where the majority of attendants are children and the number of children in exceeds 100, the Hirer must ensure that a sufficient number of adults are stationed to prevent more children or other persons being admitted, to control the movement of the children and other persons and to take all other reasonable precautions for the safety of the children. This is a requirement of the Children's and Young Person's Act 1933.

### **WORKING WITH CHILDREN**

For any letting which involves working with children and/or young people, the Hirer must submit to the school a signed copy of their Child Protection Policy. Upon request the Hirer must also provide evidence of criminal record checks for all staff and others working closely with children or for adults using the school premises at a time when school pupils or other young people may be on site. Upon request the Hirer must provide details of qualifications, relevant registrations and references as well as other safeguarding information.

### **CHARGES**

A deposit of 25% should be paid once the booking is confirmed by WIJPS. A surety fee of £500 together with the balance of the hire fee shall be due and payable 10 days before the booking. If the premises are not vacated by the end of the hiring period, a penalty charge of £30 will be levied for each hour after the end of the hiring period. Payment arrangements can be discussed with the School Administrator.

### **CANCELLATIONS**

Bookings cancelled by the Hirer with 20 or more working days notice - entitled to a full refund of the paid fee.

Bookings cancelled by the Hirer with between 10 to 19 working days notice – entitled to 50% refund of the paid fee.

Bookings cancelled by the Hirer with less than 10 working days notice – no refund of the paid fee.

The school has the right to refuse any application or withdraw permission for any letting at any time but will endeavour to give as much notice as possible; no payment, other than a refund of the paid hire fee and deposit, will be made.

Should the Hirer be in breach of the terms and conditions at any time, the school can terminate the agreement immediately and any paid hire fee and deposit, will not be refunded.



### **CONDITION AND DAMAGE**

The Hirer will keep the premises in a clean and tidy condition and all equipment is to be returned to the correct place of storage. No food, rubbish or other belongings of the Hirer should be left on the premises. Waste refusal sacks should be used and disposed of following the instructions of the school.

The use of furniture is subject to agreement by the school and may attract an additional charge. No furniture or fittings shall be removed or interfered with. No fittings or decorating which require drilling or nails into fixtures, which are part of the school fabric, are permitted. The Hirer must report any damage occurring to the premises as soon as practical but no later than 72 hours following the hire. Any damage that occurs during the hire will be the responsibility of the Hirer and if the deposit does not cover in full the cost of making good any such damage, the Hirer shall pay the extra cost.

### **HIRER'S EQUIPMENT/CAR PARKING**

The school does not accept liability for any loss or damage for any equipment bought or left on the premises, or theft or damage to vehicles parked in any car park provided.

### **SCHOOL EQUIPMENT**

No school equipment will be used without direct permission from the school. The Hirer is liable for any damage, loss or theft of school equipment that is used and ensuring its safe return. The use of the school public address system and any other electronic equipment such as televisions or speakers is not allowed unless directly authorised by the school.

### **PUBLIC ENTERTAINMENT**

Where the premises do not have a Public Entertainment Licence the Hirer will be responsible for obtaining such a licence or Temporary Event Notice (TEN) if required.

### **ALCOHOL / LIQUOR LICENCE**

Alcohol is not allowed to be sold or served on the premises unless permission is given by the school. If permission is granted to sell alcohol, a licence or Temporary Event Notice (TEN) must be obtained by the Hirer.

### **GAMBLING**

No gambling is allowed without written permission from the school and relevant licence from the licensing authority.

### **COPYRIGHT LEGISLATION**

The Hirer has full responsibility for ensuring that any conditions imposed by copyright legislation are adhered to and that the proper licence(s) are in place and to complete the returns required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies.

### **PUBLIC LIABILITY INSURANCE**

Where requested by the school, the Hirer must hold public liability insurance for a minimum of £2m, or £5m for more hazardous activities, a copy of which must be supplied to the school.

### **EMPLOYERS LIABILITY INSURANCE**

Where requested by the school, the Hirer must hold employers' liability insurance for a minimum of £5m indemnity in accordance with compulsory legal requirements.

### **INDEMNITY**

The Hirer agrees to indemnify the London Borough of Redbridge and the school against all damages and/or losses reasonably incurred by the Council arising from the breach by the Hirer of any of the terms of this agreement.

### **ADVERTISING**

The school must approve of all advertising and posters concerning the use of the premises.

### **SMOKING/ USE OF EXPLOSIVE SUBSTANCES**

The whole school premises are a non-smoking area, and smoking is not permitted within school buildings or on school grounds at any time. The use of explosive substances, fireworks, confetti, gas or any hazardous materials is expressly forbidden without the direct permission of the school.

### **KITCHEN / FOOD AND DRINK**

No food or drink may be stored, prepared, served or consumed on the premises without the direct permission of the school. Applications for the use of kitchen facilities should be made using the standard application form. If such an application is approved, the Hirer will agree to any specific conditions or instructions in relation to the use of the kitchen facilities made by the school.

## **APPENDIX C: Approval Letter**

[insert applicant's name]  
[insert applicant's address]

Dear [insert applicant's name]

**Re: HIRE OF SCHOOL PREMISES [insert booking reference]**

Mrs Andrea Elliker, Headteacher, has approved your application subject to the terms and conditions, for the hire of the school's premises on [insert date], between [start time] to [end time].

The facilities which you have permission to use are:

- [List of accommodation including access to toilets, kitchen, first aid, reception as appropriate]
- [list of all equipment]

Other facilities and equipment are not to be used without prior permission.

### **PAYMENT**

Attached is an invoice which covers the booking fee and refundable surety deposit. The invoice must be paid in full 7 days prior to the booking date. Please note this hire will not be regarded as booked until payment is received.

Payment can be made by:

Cheque to: "Ilford Jewish Primary School"

Online to:

NatWest Bank

Account name: Redbridge Ilford Jewish Primary School

Account: 20852673

Sort code: 60-01-38

Please provide a reference: Letting + name

Cash: Please ensure that you obtain a receipt from the school.

Following the hire, and once the school has made certain that the hirer is not liable for any additional charges, the surety deposit held by the school will be refunded.

### **SCHOOL CONTACT**

On the date of the hire, the [job title and name i.e. school's care taker] will be your main point of contact. [Name] can be contacted on the following [supply mobile and land line number if appropriate].

Yours faithfully

Susan Senett (Mrs)  
School Administrator  
on behalf of the Governing Body

## LETTINGS CHECKLIST FOR SCHOOL STAFF

### Process Checklist:

- Send enquiry pack with schedule of charges, terms and conditions and booking form etc
- Completed booking form received by school
- Assess suitability of activity
- Check availability of premises/equipment/caretaker or security staff/Jewish Studies staff
- If the completed application is from an organisation which will be working with children/young people, the school has followed the relevant safeguarding procedures.
- Calculate cost of hire
- Book letting into the diary with hirer's name and contact number
- Where the booking has been accepted, a letter provisionally confirming the hire will be sent to the applicant along with an invoice to cover the booking fee and deposit (APPENDIX C). Copy Finance Officer into letter.
- Deposit/ payment received (check school finance system)
- Check booking in diary/any religious restriction, arrangements with caretaking staff and others where appropriate

### Health and Safety Checklist:

#### The School has informed the Hirer of the following:

- Limits on accommodation and equipment (e.g. out of bounds area)
- Emergency evacuation procedures and fire arrangements including location of fire extinguishers, call points and emergency exits
- Location of first aid box (if hirer not providing their own)
- Telephone access for emergency use if required
- Location of toilets
- Smoking restrictions
- Mobile number of person on duty
- Who to inform of any accidents/ incidents/damage or hazards
- In the case of "repeat" bookings the person on duty will inform the Hirer of any changes

#### After the Booking:

- Caretaking staff checked the premises for any damage
- Return deposit if everything reported to be in order

WIJPS is a Jewish site and, therefore, will not be available for hire on Friday/Saturday (Shabbat) or Jewish holidays.

Refreshments of any kind must adhere to the Kashrut Dietary Laws.

#### HIRE CHARGES

£50 per hour for a minimum of 4 hours.