



HIGHGATE
PRIMARY SCHOOL

Lettings Policy

September 2022

Introduction

The Governing Body of Highgate Primary School is keen to see that the premises at our school are used for the benefit of the whole local community. The education of children is the prime purpose of our school; however, we believe education is a life long process which should be open and accessible to all. This document outlines the policy of our school with regard to letting. It sets out the facilities available, the charges and the responsibilities of the Governors and the users when the school premises are hired.

The use of our school premises at all times other than during the school day is under the control of the Governing Body of our school.

The Sex Discrimination Act 1985 and the Race Relations Act 1976 apply throughout this policy and will be adhered to throughout all stages of our lettings procedures. Having regard to our duty under the Race Relations Act 1976 (but without prejudice to our duties under the Representation of the People Act 1983) the Governing Body will not let the school premises to organisations whose purpose is, amongst other things, to encourage racial discrimination and/or disharmony between persons of different racial groups, or are otherwise involved in activities prejudicial to good race relations.

In deciding whether or not to let our premises, the Governing Body will also have regard to the likelihood of any damage being caused to the premises, or neighbouring premises, and any nuisance that may arise and cause damage to the reputation of the school, as a result of accepting the booking.

In any event, the Governing Body reserves the right to require a reference from a reputable hirer, before any booking is accepted.

We will consider letting to any group able to comply with the terms and conditions outlined in this policy.

The final decision on compliance lies with the Governing Body.

Terms & Conditions of booking/usage

I Definitions:

- 1.1 Governors mean the Governing Body of the school or its authorised representative.
- 1.2 'Educational premises' means the school's premises.
- 1.3 'Hired area' means that part of the educational premises to be used by the hirer described in the application to hire form.
- 1.4 'The hirer' means the person who has signed the application to hire form.

2 Applications

- 2.1 All applications for the hire of educational premises, must be made in writing on the prescribed form. Where a promoting organisation is named in the application for hire, that organisation and its members shall be jointly and severally liable with the hirer. It shall be the responsibility of the hirer to ensure that the conditions hereunder are adhered to by all persons making use of the premises under the terms of the hire.
- 2.2 Applications will not be accepted from persons under the age of 18, or to any organisation or Group with an unlawful or extremist background.
- 2.3 Any organisation that is hiring the school must have aims and values that are in keeping with the ethos of Highgate Primary School. The Governing Body reserves the right to refuse any application to hire premises without stating reasons for doing so.
- 2.4 The hirer shall not sublet or assign the hired premises or any part thereof. Should they do or attempt to do so, the Hire Agreement shall be cancelled and all fees paid forfeited.
- 2.5 The Head Teacher or person with designated responsibility will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.
- 2.6 If the hirer is requesting regular use of the premises, then an additional Service Level Agreement must be signed.

3 Charges

- 3.1 Fees for hiring school premises shall be in accordance with the scale of charges determined by the Governing Body, subject to revision from time to time by the Governing Body as it sees fit. Further charges may be levied if additional costs are incurred as a direct consequence of the letting.
- 3.2 To secure the hire, a payment of 50% of the hire cost must be made, with the balance payable 14 days prior to the date of the hire taking place.
- 3.3 An additional deposit of £50 (or more if the hire is a larger scale event) shall also be payable 14 days prior to the date of the hire, to cover damage, cleaning or any other costs incurred. All deposits will be refunded 14 days after the hire terminates.
- 3.4 An administration fee for late payment may be charged, in accordance with the Governing Body's current scale of charges.
- 3.5 Monies will only be returnable on cancellation if reasonable notice is given (not less than 21

days.) If the governing body has reasons to cancel the agreement all monies will be returnable. If the Governing Body has reasons to cancel due to unforeseen circumstances then alternative accommodation will be offered. However, if the hire cannot be rescheduled, a full refund will be made.

4 Cancellations

- 4.1 The Governing Body must be notified of any cancellation at least 21 days prior to the date of the Hire.
- 4.2 Where notification to cancel is given to the Governing Body at least 21 days prior to the date of the Hire, the booking charge will be refunded in full.
- 4.3 Where notification is given to cancel between 14-28 days prior to the arranged date of the hire, the hirer will be entitled to a 50% refund only.
- 4.4 Where notification is given to cancel less than 14 days prior to the arranged date of the hire, the hirer will not be entitled to any refund.
- 4.5 Where a cancellation is made by the Governing Body of the school, the hirer will be entitled to a full refund. The Governing Body will endeavour to notify the hirer at the earliest possible moment, however no guaranteed period of notice can be offered. Regardless of when notification is given to the hirer, the hirer will not be entitled to compensation.
- 4.6 The above conditions apply for cancellation of total or part of a booking.
- 4.7 Where the hirer makes a permanent cancellation during the course of a letting agreement, the hirer will receive a refund for any outstanding sessions but no compensation will be available.

5 Right of Access

- 5.1 The Governing Body reserves the right of access to the premises during the hire. The Head Teacher (or delegated officer) or members of the Governing Body or appropriate Delegated Committee, may attend to monitor activities from time to time.
- 5.2 When the hired area is only part of the educational premises, access is restricted to those rooms forming the hired area. The hirer shall be liable to pay such additional fees as the Governors may prescribe if different or additional areas are used.
- 5.3 Access to the hired area shall also be restricted to the hours stated and agreed on the hire form (i.e. the hirer should not have access prior to or after the stated time). The hirer shall be liable to pay additional fees as prescribed by the Governors if the hired area is used by the hirer outside the agreed times.
- 5.4 Access to the school's toilet facilities are included as part of the hire agreement.
- 5.5 There are no car parking facilities on the school site. There is parking available in the surrounding areas, relevant parking restrictions should be observed and consideration given to local residents.
- 5.6 The Head Teacher on behalf of the Governors reserves the right of entry to the hired premises to any authorised officer of the Council discharging his official duties.

- 5.7 There shall be no variation to these conditions of hire without the prior agreement of the Governing Body.

6 Copyright or Performing Rights

- 6.1 No copyright work shall be performed without the licence of the owner of the copyright and phonographic performance licence (PPL). The hirer is responsible for all the payment of any appropriate fee.
- 6.2 The hirer shall indemnify the Governing Body against any infringement of copyright which may occur during the hiring.

7 Licenses

Licenses are generally required for:

- a) Performing plays
- b) Public dancing, music or other public entertainment of a 'like kind' under the Local Government (Miscellaneous Provisions) Act 1982.
- c) Games of Bingo

- 7.1 The hirer shall not use the hired premises for any purpose for which a licence is necessary unless such a licence is in force in respect of the premises.
- 7.2 The hirer shall strictly observe the conditions of any licence granted in respect of the hired premises and the hirer shall be deemed to have notice of any conditions attached thereto.
- 7.3 The hired premises shall not be used for the sale or display of goods or services, or for any public entertainment, without the prior written approval of the Governing Body.
- 7.4 Sporting activities will not take place inside the hired premises without the written approval of the Governors. In the event of the hirer breaching this condition the hire agreement shall be cancelled and the fees paid shall be forfeited.
- 7.5 Alcohol is not permitted to be sold to the public or supplied on educational premises without Express consent of the Governing Body. The Governing Body will not be obliged to provide permission or give reasons for refusal. Details of the license for the sale of alcohol to the public will need to be available for inspection.
- 7.6 The premises are not licensed under the Cinematography Acts and no inflammable films or materials of any inflammable nature should be used.
- 7.7 When commercial sound recordings (gramophone records, tape recordings or CDs) are publicly used, an application for a license to use such recordings must be submitted to Phonographic Performance Limited.
- 7.8 Under the conditions of the Performing Rights Society, hirers of educational establishments are required to furnish details to the society of 'all musical works, whether published or in the manuscript, performed at the premises locally, instrumentally or mechanically, at entertainments for which a charge is made'
- 7.9 No film or video shall be shown on the hired premises unless at least seven days notice, in writing, stating the title and the subject matter of the film, has been given to the Headteacher, who acting on behalf of the Governors may require the hirer to give a preview of the film to such persons as directed.

8 Health and Safety

- 8.1 The hirer is responsible for the Health and Safety of all persons using the hired premises. The hirer must therefore ensure, prior to the hiring, that the hired area and all access and egress thereto is suitable for the proposed use by the hirer and are safe for persons using the premises. The hirer must, prior to the hiring, be fully aware of the fire precautions procedures in existence for the hired areas, including identifying fire doors and emergency means of escape from the premises.
- 8.2 The hirer must be aware of and adhere to the School's Risk Assessment of Controlling Infection Within Schools, which covers amongst other things, Covid+.
- 8.3 The hirer shall be responsible for ensuring that the number of persons using the premises does not exceed that for which the application was made and approval given. The hirer is 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. 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 hire application.
- 8.4 There is no legal requirement for the school to provide first aid facilities for the hirer. It is the full responsibility of the hirer to make their own arrangements, 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 hire to cover any emergency event.
- 8.5 The hirer shall ensure that any vehicles connected with the hire, in any capacity, which are parked on the school site shall be arranged so as to ensure entry for emergency vehicles at all times.
- 8.6 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.
- 8.7 No smoking will be permitted inside the hired premises, within the school grounds or immediately outside the school entrances.
- 8.8 The hirer shall not allow any animal to enter or remain in the hired premises without the written approval of the Governors.

9 Safeguarding

- 9.1 Where the hirer is working with children or hiring the premises during school hours (including after school club hours), they and any relevant staff must be checked in line with the policies of Haringey Council, Highgate Primary School and with the Disclosure & Barring Service Enhanced Certificate, a copy of which should be presented to the office.
- 9.2 If the hirer is using the school premises for a children's party, then it is the full responsibility of the hirer to ensure that all relevant DBS checks have been made, for any entertainer used.
- 9.3 The hirer will take full responsibility for all children attending their event/session and will ensure no children are left unsupervised in any part of the school at any time.
- 9.4 The hirer must have read and agree to follow the school's safeguarding procedures.

10 Damage, Loss or Injury

- 10.1 The hirer shall be liable for all damage howsoever and by whomever caused to the premises arising out of the hiring and shall indemnify the Governors against all loss, damage and expense, whether direct or indirect, arising wherefrom unless due solely and directly to the negligence of the Governing Body. The Governors shall be the sole judge of the damage done and the amount thereof.
- 10.2 The hirer shall be liable for and shall indemnify the Governors against any expenses, liability, loss, claim or proceedings whatsoever arising under statute or of common law in respect of personal injury to or death of any person whomsoever or damage to any property real or personal arising directly or indirectly from the hire of the premises unless due solely to the negligence of the Governing Body. The hirer should be fully insured to cover such claims as may arise under such liability.
- 10.3 The Governors will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any property, articles or things whatsoever including motor vehicles placed or left upon the premises by the hirer or for the hirer's use of purposes, including any damage or loss by fire.
- 10.4 Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling or fixing of nails or screws into fixtures which are part of the school fabric are permitted. In the event of any damage to premises or property arising from the hire, the hirer shall pay the cost of any reparation required.
- 10.5 The use of shoes with stiletto heels is prohibited and the hirer shall ensure that the users are not permitted to wear this type of footwear in the premises. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

11 School Equipment

- 11.1 The hire of premises do not include the use of any school equipment within the premises. No such equipment shall be hired out without the written approval of the Head Teacher who may specify conditions and charge such fees in respect of such use as they see fit.
- 11.2 If permission to use school equipment is given by the Head Teacher, the hirer is liable for any damage, loss or theft of the school equipment they are using and for ensuring it is used safely and appropriately. Use of the schools resources, including telephones and photocopiers are not included in the hire agreement unless expressly agreed at the time of hiring. It should not be assumed that the school office will be available during the time of the hire and it is recommended that the hirer has access to a mobile phone to cover the event of an emergency.
- 11.3 When the school kitchens are being used, a member of the Catering Team must be on duty in a supervisory role and a charge relating to the actual cost involved will be levied by the School. The use of a kitchen means the use of ovens for warming purposes and hobs for heating purposes and sinks. The use of any other school equipment, including cutlery and crockery, is not permitted. No catering equipment other than cutlery, crockery and cooking utensils may be brought in and used in school kitchens.
- 11.4 Hire of the school Cookery Studio includes ovens and hobs. Permission must be given in advance by the Head Teacher for the use of any additional equipment. If permission is given then all equipment must be cleaned and put back in its correct place. All rubbish must be removed and placed in the bins outside. Use of this space does not require to be supervised by a member of the Catering Team.

12 Hirer Equipment

- 12.1 The hirer should state on the hire agreement any equipment they intend to bring into school. They are responsible for ensuring the suitability of the equipment and for ensuring that it is in good order.
- 12.2 Any electrical equipment brought by the hirer onto the school premises **MUST** comply with the Local Authority Code of Practice for Portable Electrical Appliance Equipment. Equipment must either have a certificate (Portable Appliance Test) of safety from a qualified electrical engineer or be inspected by, or on behalf of, the Local Authority. The intention to use any electrical equipment must also be notified on the application.
- 12.3 Any of the hirer's own equipment should be brought into/removed from school within the time booked.

13 Behaviour

- 13.1 The hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.
- 13.2 The hirer, during the period of the hire, shall take all reasonable steps to ensure that no noise nuisance is created.
- 13.3 No intoxicants/drugs shall be brought on to or consumed on the premises. Any person thought to be under the influence of alcohol or drugs will be refused admittance.

14 Promotional Activity

- 14.1 Any information proposed for distribution which contains any reference to the school must be sanctioned by the Head Teacher (or delegated officer), at least 1 week prior to the proposed distribution,
- 14.2 The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement by the Head Teacher (or delegated officer).

15 Conclusion of the letting

- 13.1 The hirer shall, at the end of the hire period (or after each session if longer term hiring), leave the accommodation in the same condition as they found it and all equipment returned to the correct place of storage. If this is not adhered to then part or all of the deposit will not be returned.
- 13.2 The hirer will ensure that the premises are vacated promptly at the end of the hire. The hirer is responsible for supervising any children taking part in an activity until the agreed parent/carer collects them.
- 13.3 The Governors may suspend or cancel any hiring of premises without stating the reason for so doing. If a hiring is cancelled any hire fee previously paid for the cancelled hiring shall be reimbursed to the hirer. Such reimbursement shall be the only liability that the Governors shall incur as a result of any cancellation or suspension.

16 General

- 16.1 There shall be no variations in the conditions of a regular Hire Agreement without the approval of the Head Teacher. Failure to comply with these conditions may incur additional charges.
- 16.2 Any notice, demand or request by the Governors to the hirer shall be sent by ordinary prepaid post, addressed to the hirer at the address given on the application form and shall be deemed to have been received when the letter containing the same would be delivered in the ordinary course of the post.

I have read the above conditions and accept that they control the hire by me of the premises described in my application form.

Signed

Date

Address

.....

On behalf of (Organisation)

NOTES

1. It is essential that the Booking procedures are read carefully before the application form is signed.
2. The total time must include the entire period for which the accommodation is in use in connection with the letting i.e. the entire period for which the accommodation cannot be used by the School for other purposes.
3. Refunds are not normally made but particular cases may be considered by the school.



HIGHGATE
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A SCHOOL THAT LOVES LEARNING

Booking Form

Contact Details

Name:	
Address:	
e-mail:	
phone:	
mobile:	

Booking details

Date:			
Time			
Space:			
Purpose:			
Number of children		Number of Adults	
Additional requirements:			
Details of any equipment to be brought in:			
Deposit Required		Total Cost	

I have read the terms and conditions and would like to confirm the booking as detailed above.

Signed:

Date:

For office use only

Entered into Booking Pro

By:

Invoice Date:



Booking procedures

1. Applicants should fill in an application/booking form and return to the Lettings Manager at: venue@highgate-pri.haringey.sch.uk
2. The person signing the application form (then known as “the Hirer”) is responsible for all aspects of the let.
3. By signing the application form, the person signing is acknowledging and agreeing to adhere to all aspects and conditions of our school's lettings policy.
4. A signed application does not guarantee the booking will be granted.
5. Where the application for the hire is accepted, the applicant will be sent a letter provisionally confirming the hire and an invoice to cover the cost of the hire and any additional returnable deposit required.
6. The hirer should then pay 50% of the booking fee to confirm the booking, with full payment being made 14 days prior to the date of the hire, and ensure that they receive a receipt of payment. Any returnable deposit required must be paid immediately within 14 days of the of the hire. Failure to pay the invoice and returnable deposit (where required) will result in the application for the let becoming void.

Booking Times

1. There will be no access to the premises before the commencement of the period. Hirers must allow sufficient time for preparation before the event when booking the time of the let.
2. Hirers must have left the premises by the end of the booked period. Sufficient time must be included to allow for clearing away and for all participants to leave the premise by the end of the booked period.
3. Availability of premise is negotiable. Please contact the school to find out the current hours of access.

Usage Criteria

The students and staff of Highgate Primary School are the prime users of the school's facilities, and as such will be given priority over all external users.

When making external bookings, the meeting of the objectives of the school aims and values will be the key criteria. The objectives are as follows:

- To enable staff, students and community groups to have year round access sporting, recreational and sensory facilities.
- To enable staff, students and community groups to have year round access to facilities, which promote health, learning and achievement.

These objectives can be realised by building relationships with groups/organisations who promote/offer community learning, sporting activities, referral services and recreational activities.

Appeals procedure

1. If a Hirer has a letting agreement withdrawn, they have a right to appeal to the Governing Body.
2. The appeal should be made in writing and will be presented at the next full meeting of the Governing Body.
3. The Hirer will be informed of any action and/or decision taken by the Governing Body.
4. The Governing Body's decision is final.