



**RHODES AVENUE
PRIMARY SCHOOL**

LETTINGS POLICY

SPRING 2016

INTRODUCTION

The Governing Body of Rhodes Avenue Primary School aims to ensure that our school buildings and grounds are used for the benefit of the whole local community. This document outlines the policy of our school with regard to letting. It sets out the facilities available, and the responsibilities of the Governing Body/its agents 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 Governing Body has approved the Lettings Policy, and has delegated day-to-day management of lettings to **Andrew Satwick, Facilities Manager and Lydia Hall, Office Manager.**

In deciding whether or not to let our school premises we will have regard to the nature of the proposed event or function, the likelihood of any damage being caused to the School grounds and buildings or neighbouring premises, and any nuisance that may arise, as a result of accepting the booking.

The final decision as to whether or not to accept a booking lies with the Governing Body/School.

All applications for the hire of the Premises must be made in writing on the attached Application Form. Where a promoting organisation is named in the application form, 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 SET OUT BELOW ARE ADHERED TO BY ALL PERSONS MAKING USE OF THE PREMISES UNDER THE CONDITIONS OF HIRE.

CONDITIONS OF HIRE

1. Definitions

1.1 In this document:

- “the Hirer” means the person(s) signing the application form and in addition any organisation for whom they have stated in such form that they are acting. The liability under the hiring agreement of such person and such organisation shall be joint and several.
- “the Premises” means those parts of the buildings and grounds of the School which have been made available for hire.
- “the School” means Rhodes Avenue Primary School, Rhodes Avenue, London N22 7UT, acting through the Facilities Manager, Office Manager or other person duly authorised by the Governing Body
- “the Hired Areas” means the various parts of the Premises available for hire, as set out in the application form.

2. Fees

- 2.1 Fees for hiring the Premises are set out in the attached Schedule of Fees and are in accordance with the scale of charges determined by the Governing Body, subject to revision by the Governing Body from time to time.
- 2.2 A non-refundable deposit of £50 must be paid at the time the booking is accepted. The balance of the hire charge shall be paid at least 28 days prior to the date of hire. In the event of an application for hire being made less than 28 days prior to the date of hire, payment in full must accompany the completed Application Form.
- 2.3 In addition to the hire charge, a refundable security retainer of £100 will be required to cover any damage, extra cleaning or additional expenses that may be incurred by the School in relation to the let. This should be paid, by BACS transfer, alongside the balance of the hire charge, at least 28 days prior to the date of hire. The retainer will be refunded to the Hirer as soon as possible after the date of hire, once the School has satisfactorily carried out all post-event checks.

- 2.4 All regular Hirers must provide a copy of their public liability insurance and are also required to purchase the insurance provided by the school at the time of booking at a cost of £1 per session.

3 Termination and Cancellation

- 3.1 Monies (less the £50 deposit) will only be returnable on cancellation of a booking if at least 14 days' notice of cancellation is given. If less than 14 days' notice is given, the School reserves the right to return only the £100 security retainer. If the School cancels the agreement all monies will be returnable.
- 3.2 In the event of the Hirer failing to observe and perform or failing to cause to be observed and performed any of the conditions set out in this policy the School may, without prejudice to any right of action which it may have against the Hirer and, in respect of regular bookings, after having given notice in writing to the Hirer of the breaches of the conditions, immediately terminate the Hiring Agreement. In these circumstances the Hirer shall forfeit to the School any deposit or other payments made and any payments due to be made by the Hirer shall be paid and the Hirer shall have no claim against the School for any damage or loss sustained or otherwise in consequence of such termination.
- 3.3 In the case of regular lets, the School reserves the right to cancel a booking due to School open evenings, performances and essential works. Where possible, a minimum of four weeks' notice of cancellation will be provided. If the School cancels a booking, there will be no charge for the cancelled session.

4 Conditions, regulations and licences

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

- 4.2 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 School against all loss, damage and expense, whether direct or indirect, arising wherefrom unless due solely and directly to the negligence of the School. The School shall be the sole judge of the damage done and the amount thereof.
- 4.3 There shall be no variation to these conditions of hire without the prior agreement of the School
- 4.4 Alcohol may not be consumed on the Premises without the permission of the School.
- 4.5 The Hirer shall be responsible for obtaining any licenses or copyright permits or other permissions required from the Performing Rights Society, or otherwise and for the observance of the same.
- 4.6 The Hirer shall indemnify and keep indemnified the School against all claims, demands, actions or proceedings in respect of any infringement in relation to the paragraphs above in particular in respect of any infringement of copyright due to any unauthorised performance or use of copyright material at or upon the Premises.
- 4.7 The School will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any property, articles or things whatsoever placed or left on the Premises by the Hirer or for the Hirer's use or purposes, including any damage or loss by fire.
- 4.8 No film or video shall be shown on the Premises unless at least seven days notice in writing is given stating the title, BBFC classification and the subject matter of the film.
- 4.9 All music and other audio/audiovisual material must be suitable and age appropriate, and must not be of an offensive nature.

5 Hired Area

- 5.1 When the Hired Area is only part of the Premises, access is restricted to those rooms forming the Hired Area and rooms required for access. A description of which areas are accessible to the Hirer will be included in each booking agreement

- 5.2 Access to the Hired Area shall also be restricted to the hours stated and agreed on the lettings form (i.e. the Hirer will not have access prior to or after the stated time). The Hirer shall be liable to pay additional fees as prescribed by the School if the Hired Area is used by the Hirer outside the agreed times.
- 5.3 The 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 School.
- 5.4 Sporting activities will not take place inside the Premises without the written approval of the School.
- 5.5 No bolts, nails, tacks, pins or other like objects shall be driven into any part of the Premises nor shall any placards or other articles be affixed to it.
- 5.6 No slogans, advertisements, flags, emblems or decorations shall be attached to the outside of the Premises whether affixed to the same or free standing, without the prior approval of the School.
- 5.7 The Hirer shall remove any slogans, advertisements, flags, emblems or decorations displayed by them inside or outside the Premises if, in the opinion of the School, it is unlawful, unseemly or libellous or exposes the Premises to an undue risk or fire or is likely to lead to a disturbance or breach of the peace.
- 5.8 The Hirer shall not use the Premises or allow the Premises to be used for any unlawful purpose or in any unlawful way, or in any way that could be deemed to bring the School into disrepute.
- 5.9 There is no facility for car parking at the Premises. There is ample parking in the surrounding streets.
- 5.10 The Hirer shall not allow any animal to enter or remain in the hired premises without the prior written approval of the School.
- 5.11 The Hirer, during the period of hire, shall take all reasonable steps to ensure that no noise nuisance is created.
- 5.12 The Hirer shall at the end of the period of hire leave the Premises in a clean and orderly state.

- 5.13 The hire of the Premises does not include the use of any school equipment within the Premises. No such equipment shall be hired out without the prior written approval of the Head teacher who may specify conditions and charge such fees in respect of such use as she/he sees fit.
- 5.14 The Hirer shall not sublet or assign the Premises or any part thereof. Should he or she do or attempt to so do the Hire Agreement shall be cancelled and all fees paid forfeited.

6 Health and Safety

- 6.1 No smoking is permitted inside the Premises or within the school grounds.
- 6.2 The Hirer shall comply in all respects with the requirements of all statutory authorities including the directions issued by the School and with the provisions of the Health and Safety at Work Act 1974, the Children and Young Persons Act 1933 and all other statutory instruments or rules which affect or govern the type of function being held at the premises.
- 6.3 The Hirer shall comply in all respects with the requirements of safeguarding children, which may include the school obtaining references and / or Disclosure and Barring Service (criminal records) checks on the Hirer or users.
- 6.4 Any equipment supplied by the Hirer shall be safe and fully operational. The School reserves the right to inspect (and to levy an additional charge for so doing) and remove any equipment found to be faulty and/or unsafe or dangerous.
- 6.5 It shall be the responsibility of the Hirer to familiarise themselves with the location of all entrances and exits to and from the Premises including all fire and emergency exits and muster points and the location of any fire fighting equipment. The Hirer shall ensure that all entrances and exits are free of obstruction and can be safely used and that there are no obvious fire hazards on the premises.
- 6.6 The Hirer shall not bring or allow into the premises any articles or substances of an inflammable, explosive, dangerous, noxious or offensive nature.

- 6.7 No unauthorised heating, candles or lighting appliances shall be used on the premises without the previous written consent of the School.
- 6.8 There shall, in addition to the Hirer, be a minimum of two named competent attendants on duty on the premises to assist people entering and leaving, where there are up to 300 persons present, none of whom shall be less than 18 years of age. If most of the audience is under 16, the number of attendants shall be not less than 1 for every 100, or part of 100, people. All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the fire fighting equipment available, and how to call the Fire Brigade and evacuation procedures (outlined by the School staff prior to hiring).
- 6.9 The Hirer is responsible for the Health and Safety of all persons using the 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.
- 6.10 The Hirer shall be responsible for the provision of all first aid equipment as required for the hire.
- 6.11 The Hirer shall comply with all the conditions and regulations, made in respect of the Premises by the Fire Authority and the School particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.
- 6.12 The Hirer will comply with the following strict maximum occupancy limits in respects to each of the available Hired Areas as follows:
 - 6.12.1 The sports hall shall not exceed 300 persons at any time when the majority are standing, or 200 when the majority are seated.
 - 6.12.2 The Playcentre shall not exceed 50 persons at any time.