

Holly Park School Lettings Policy

I Rationale

1.1 The Governing Body welcomes the use of the school's facilities outside normal school hours, or during school hours where appropriate, by groups within the local community. In agreeing a letting, the Governors will give due regard to the protection of the legitimate rights and interests of the local authority, the purposes of the group represented by the hirer, the amenities in the local area and the welfare of local residents.

2 Equal Opportunities and Inclusion

- 2.1 It is the aim of the school to operate a fair and inclusive policy at all times. We welcome inquiries from potential hirers, and will consider all applications, regardless of the hirer's gender, ethnicity, physical disability, linguistic or cultural background. We recognise that certain groups and individuals may be discriminated against and therefore are strongly committed to positive action to ensure the building and grounds are fully accessible to all potential users. In general, the Governing Body welcomes sports and exercise classes, educational classes and cultural, religious and social activities.
- 2.2 Lettings may be made to individuals, groups or organisations at the discretion of the Governing Body.
- 2.3 The Governing Body requires that all lettings are undertaken with the understanding that the hirer adheres to the school's principles of inclusion and equality of opportunity as outlined in the school's policies.
- 2.4 The school is not a platform for extremists and therefore will not be let out to any group where there is suspicion of extremism or radicalisation.

3 Safeguarding

We will ensure that our school premises will not be a platform for extremists. Speakers to the school will need prior approval from the Headteacher and they will be subject to the appropriate safeguarding checks. Use of school premises for lettings will be monitored and any behaviours found not to be in keeping with safeguarding policy will result in a termination of the letting contract and possible contact with the police and local authority.

All hirers must state the purpose of the hire. Each application will be vetted and any concerns will be reported to the Headteacher and/or Chair of Governors prior to approval.

When determining whether to approve an application, the following factors will be taken into consideration:

- Type of activity
- Possible interference with school activities
- The availability of facilities
- The availability of staff
- Health and safety considerations
- The school's duties with regard to the prevention of terrorism and radicalisation
- Whether the letting is deemed compatible with the ethos of the school

If at any time and for any reason there are concerns in relation to a safeguarding, child protection or the prevent duty the governors reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid.

4 Aims

- To safeguard the needs of pupils within the school above the consideration of lettings at all times
- To provide a fair system for determining lettings
- To maintain a safe and secure environment for all users of the site
- To ensure the school is well maintained, clean, tidy and ready for use at all times
- To encourage community use of the school
- To maintain a good reputation for the school within the community by ensuring high standards of behaviour by those using the premises during letting

5 Roles and Responsibilities

5.1 THE GOVERNING BODY

- To develop the lettings policy in accordance with the legislative and LA requirements
- To ensure that the policy is maintained and reviewed. This will be delegated to the premises committee
- To delegate the day-to-day management of the lettings policy to the head teacher
- To communicate the policy and procedures to the potential hirers
- To organise lettings with regard to commitments of the site manager and ensure a healthy work/life balance for those directly involved with lettings
- To monitor the success of lettings and take immediate action should any difficulties arise

5.2 THE LETTINGS ADMINISTRATOR (Office Manager)

- To administer lettings in accordance with the policy
- To keep up to date records of all lettings
- To liaise with Sharesy

5.3 THE SITE MANAGER (Or Assistant Caretakers)

- To be available to hirers throughout the period of the letting
- To ensure the school has been left fit for purpose by the hirers immediately after the letting before the hirers have left the premises that rubbish is cleared, floors swept and mopped and furniture etc is put back in its original position..

- To report any health and safety concerns, accidents or other incidents to the head teacher immediately
- To secure the premises immediately after the letting

5.4 THE HIRER

- To have filled in the relevant forms and have paid the required cost through Sharesy.
- To set out all equipment as they want it and to put it back at the end of the letting
- To follow school rules with regard to smoking on site etc
- To take their own safeguarding measures with regard to any entertainer etc they may hire
- To ensure reasonable behaviour of all visitors during the letting period
- To pay for any damage caused during the letting
- To follow advice given by the site manager or Assistant caretakers
- To contact the site manager if there are any problems
- To take responsibility for the safety of all visitors during the letting
- To make the school ready for pupil use by cleaning any areas used by the hirers and clear away rubbish immediately after the letting

6 Implementation

6.1 The policy, procedures and conditions for hire will be made available to potential hirers Currently ALL lettings are done via Sharesy.

The school liaises with Sharesy in regard to all lettings Sharesy deal with bookings, insurance, payments etc

6.2 SCHOOL AREAS FOR HIRE AND FACILITIES INCLUDED

Hall, dining hall, children's toilets, adult visitors' toilets, playgrounds, ball area, car park and any other areas as deemed appropriate by the Headteacher

6.3 TELEPHONE ACCESS

It will be a condition of the let that the hirer will provide a mobile telephone number for use in emergencies, and inform the lettings administrator of the contact number

6.4 TIMES OF LETTINGS

Lettings will only be considered outside school hours Lettings outside term time will be considered on an individual basis

6.5 CHARGING

Lettings will normally be by the hour. The hourly letting charge is set and reviewed annually by the Governing Body

Standard hire charges may be waived or reduced at the discretion of the Governing Body in advance.

Letting prices are available to be seen on the Sharesy website.

Any hirer who does not vacate the premises at the agreed time will be charged an additional hour (or more if appropriate)

6.6 HEALTH AND SAFETY

All hirers should ensure they have adequate insurance for their attendees. Where this does not apply, a charge for insurance will be applied in addition to the lettings charge Hirers are responsible for ensuring that their activities are appropriately supervised A basic first aid kit is available from the Site Manager.

All hirers will be made familiar with the emergency evacuation procedures, the location of the nearest emergency exits, fire extinguishers and fire alarms by the Site Manager. Copies of the emergency evacuation routes are posted in all rooms.

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Any special requirements for a particular hire, such as footwear or use of school equipment such as PE apparatus, should be discussed at the time of hire. Unauthorised use of school equipment or apparatus may be regarded as grounds for terminating the letting

6.7 THE ADMINISTRATION PROCESS

All enquiries should be referred to Sharesy.

They will manage the bookings process

Any Hirer who does not vacate the premises at the agreed time will be charged for the additional letting time at the minimum of an additional hour.

During the let, a designated school employee will be available and will note the time at which the hirer vacated the facility. If this time is different to the time that the hirer booked and was invoiced for, then an additional charge will be levied or a deduction made from the indemnity deposit as appropriate. This will also be the case if a note is made of any damage or if extra cleaning is required.

6.8 CANCELLATION

Lettings may be subject to cancellation with reasonable notice by the school.

7 COMPLAINTS

Letting concerns

If the school has concerns about a let, the following procedures will be followed:

- A representative of the Governing Body will verbally raise concerns with the named hirer.
- The situation will be monitored for two sessions to allow issues to be addressed.
- If the situation remains unresolved, the hirer will receive written notification of the concern and a further two sessions will be given to allow the hirer to address the situation.
- If the matter remains unresolved, the hirer will receive formal written notice of termination of the booking agreement. This will be implemented 72 hours from the date of the letter of notification.

If the hirer breaks the conditions of usage the let can still be terminated

immediately.

Complaints about Bookings or Agreements - If a hirer has concerns or wishes to complain about a let, the following procedures should be followed:

• Discuss with Sharesy as a first point

Third Party Complaints

- If the school receives a complaint from a third party, the Governing Body will be notified of the complaint.
- The matter will be investigated by a representative of the Governing Body and a written response will be sent to the complainant within 10 working days.
- If any further correspondence is received, the matter will be placed on the next appropriate Governing Body Committee. A final response will then be sent by the Chair of the Governing Body explaining the final outcome.

8 Monitoring and Evaluation

- 8.1 For long term lettings there will be a review of the success of the letting at the end of each half term between the site manager and the head teacher. The head teacher will immediately address any issues arising. There will be a review after each one-off letting.
- 8.2 It is the responsibility of the Governing Body to monitor the effective deployment of this policy. This responsibility has been delegated to the Premises Committee.
- 8.4 This policy will be reviewed every two years

Document Control

Revision History

Version	Revision Date	Revised By	Revision
1.0	Spring 2015	Premises Committee	Reviewed
1.1	Spring 2016	Ann Pelham	Reviewed following Prevent Training
1.2	Spring 2017	Premises Committee	Reviewed
1.3	Spring 2018	Premises Committee	Reviewed
1.4	Spring 2019	Premises Committee	Reviewed
1.5	Spring 2020	Premises Committee	Reviewed
1.6	Spring 2021	Premises Committee	Reviewed
1.7	Spring 2022	Premises Committee	Reviewed

1.8	Spring 2023	Premises	Reviewed
		Committee	

Signed by

	Name	Signature	Date
Headteacher	Ann Pelham	Relham	February 2023
Chair of Governors	Clare Hegarty	Cally	February 2023

Distribution

Shared with

- Staff via school server
- Parents via Website
- Governors via committee meetings

Date for next review

Spring 2025

Appendix 1

Holly Park School

SCALE OF CHARGES

SCHOOL	ADDITIONAL	After 6.30 p.m.	Weekends or
AREA	FACILITIES		Holidays
		£40	£40
School Hall	Adult toilet in foyer		
	Children's toilets and	£40	£40

Dining Hall	Adult toilet in foyer		
Playground	Children's toilets Disabled toilet	£40	£40
Ball Area	Children's toilets Disabled toilet	£40	£40

Appendix 2

APPLICATION FOR HIRE OF HOLLY PARK SCHOOL PREMISES

Part one: ACCOMMODATION REQUIRED

Space required:			
Fee per hour:			

Name of Hirer:
Full Postal Address:
Telephone Number:
Email address:
Name of Organisation:
Activity of Organisation:
Dates of Hire:
Start day: End day:
Frequency of use:
Start time: Finish time:
(Please allow time for preparation and clearing up)
Will any children (persons under the age of 18) or 'Vulnerable Adults' be on site as a results of this letting? YES / NO (delete as appropriate)
If YES and you are hiring on behalf of an organisation (rather than an individual) please provide a copy of your Child Protection Policy
Details of any of the hirer's equipment or property to be brought on site
Details of any food, refreshments, or goods to be brought onto the premises or
Details of any performances of dramatic or musical work and the intended use of sound recordings
Details of any alcohol to be brought on site (only with prior, written approval of the headteacher)

Part two: HIRER and LETTING DETAILS (to be completed by the applicant)

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Part three: DECLARATION

HIRER (to be completed by the applicant and returned to the Office Manager with all necessary documentation)

- I. I declare that I am over 18 years of age and that the information provided on this form is correct.
- 2. I declare that I have read and understood the terms and conditions of hire which form an integral part to this agreement and by signing below I accept and will comply with these terms and conditions.
- 3. I understand that this booking is for a fixed period and that school events take precedence over this booking.
- 4. I have enclosed a copy of my Child Protection Policy (if an organisation)
- 5. I confirm adequate and appropriate insurance cover is in place and enclose a copy of public liability insurance
- 6. I confirm that I will read fire evacuation notices displayed in the school and inform any attendees of these
- 7. I understand the school may take up references. My referees are:

Name: Professional capacity: Address: Phone number:	Email:
Name: Professional capacity: Address: Phone number:	Email:
Signature of Hirer:	
Name in full:	Date:
Appendix 3	

TERMS & CONDITIONS OF HIRE (FOR USE OF SCHOOL PREMISES)

PLEASE SIGN AND RETURN ONE COPY OF THIS DOCUMENT, TOGETHER WITH THE APPLICATION FOR LETTING FORM.

All lettings are subject to the approval of the Governing Body and are conditional on the hirer accepting all aspects of the school's lettings policy. The governors may refuse any application, or terminate any agreement that contravenes this policy.

Definitions

'Hirer' means the individual, group, organisation or association willingly entering into a contract for the use of a specific school facility in return for consideration.

'The School' means Holly Park School, Bellevue Road, Friern Barnet, London. NII 3HG.

Payments and Indemnities

- i) Charges will normally be calculated on hourly periods. Any Hirer who does not vacate the premises at the agreed time will be charged for the additional letting time, at the minimum of I hour. Payment can be made by bank transfer to Holly Park School, sort code and account number.
- ii) A refundable indemnity deposit of £100 (minimum) will be required on payment of the final invoice. The cost of any damage or additional cleaning required, unauthorised use of school equipment etc will be deducted from this indemnity deposit, and the balance will be refunded. The deposit will be refunded within 10 days of the letting.
- iii) The Hirer shall agree to repay to the School all expenses which may be incurred by the School in repairing, making good or replacing any part of the school buildings or the contents thereof which may be lost, damaged or destroyed in consequence of the Hirer's use of the school.
- iv) The Hirer must be able to show that they have public liability insurance of no less than £2,000,000 in respect of each and every claim and be able to indemnify the governing body of the School if it has to repair, replace or make good any part of the school premises or contents which may be lost, damaged or destroyed as a result of the Hirer's use.
- v) Unless otherwise stated, full payment must be received 10 working days in advance of the Let. The Let will not be allowed to take place unless full payment has been received in advance of the Let.
- vi) For regular lettings, payment for the full half term must be received 10 working days in advance.
- vii) Lettings cancelled by the Hirer with more than 24 hours' notice, will be subject to the loss of the 20% of the lettings fee. Any less notice than 24 hours will result in the Hirer being liable for the full charge of the Letting.

Health and Safety

The consumption of alcohol is at the discretion of the Head Teacher and / or Governors – who will consider the hirers request on an individual basis

- i) Smoking is prohibited on the School premises. Anyone found to be smoking will be asked to extinguish their cigarette and, in the event of refusal to do so, the school reserves the right to terminate the Let.
- ii) Animals other than guide dogs are not permitted on site.
- iii) The use of any form of pyrotechnics, fireworks or open flame is strictly prohibited
- iv) Hirers must familiarise themselves, in the case of fire, with escape routes, location of fire extinguishers, fire alarms and exit doors and make any attendees aware of them. The Hirer should make every effort to call the Fire Service if fire should break out.

General

- i) The Hirer may visit the school to establish the availability of chairs, tables etc. The Hirer should not assume that equipment in the room e.g. lighting gantries, TVs etc. will form part of the Let. Bookings are inclusive of adequate toilet facilities.
- ii) Good order shall be kept at all times and access inside and outside the facilities shall not be obstructed at any time. Officers of the School may inspect the premises at any time during the Let. The Hirer will ensure that noise levels are kept within reasonable levels and that no nuisance is caused to neighbours. The School reserves the right to terminate the Let with immediate effect in the event of complaints from local residents over noise disturbance.

- iii) The Hirer may, subject to availability, use the school car park at their own risk. Availability should be discussed with the school if the car park is required. The School does not accept responsibility for any loss or damage that may occur to vehicles that use its car park.
- iv) There shall be no defacement or alteration to any part of the School's premises or to the furniture or fittings. No structure or stand is to be erected without prior written consent of the School.
- v) Unless stated otherwise in these terms and conditions, the School excludes its liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise. The School may not benefit from the exclusions set out in this agreement in respect of any liability arising from its deliberate default. Nothing in this agreement limits any liability which cannot legally be limited, including but not limited to liability for: (a) death or personal injury caused by negligence; and (b) fraud or fraudulent misrepresentation.

Notice and Termination of regular/block Lettings

- i) The Let may be terminated by the School at any time by giving one half term's written notice to the Hirer. The Hirer may terminate the Let at any time by giving one half term's notice to the School in writing.
- ii) In the event of a breach of these terms and conditions by the Hirer, the School may terminate the Let with immediate effect.

I have read and understood the above terms and conditions and agree to be bound by them

<u>Jurisdiction</u>

i) The Hirer and School agree that this contract is governed by the Laws of England and that the exclusive jurisdiction of the English Courts applies.

			J	•	
		signed	on behalf of	the	
Hirer	Date				
		signed	on behalf o	f the	
School Date	9				
APPENDIX 4					
REFERENCE I	REQUEST FO	R USE OF	SCHOOL F	REMISES	
Name:	has reques	ted to hire	e our schoo	l premises fo	or the
purpose of:					
				• • • • • • • • • • • • • • • • • • • •	
On:					
How long have you known this person?	y	ears			
To the best of your knowledge, please cou	uld you respo	ond to the	following	uestions:	
,	, ,				
Please ✓ column as appropriate		Yes	No	Not	Don't

	applicable	know
Is the named person/organisation considered to be responsible and of good character?		
Is the named person/organisation considered to be reliable?		
If you have hired premises to the above person/organisation before, would you recommend them?		
Does the named person/organisation have an understanding of health and safety issues?		
Other		

Other	
comments:	
••••••	
Signed:	Name:
Organisation/Address:	
Position:	Date:

I WOULD BE GRATEFUL IF YOU COULD RETURN THIS FORM

TO EMAIL office@hollypark.barnetmail.net AS SOON AS POSSIBLE PLEASE USE BLACK INK

Appendix 5 Booking letter

[insert applicants name]

[insert applicants address]

Dear [insert applicants name]

Re: HIRE OF HOLLY PARK SCHOOL PREMISES

The Governing Body of Holly Park School 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, reception as appropriate Other facilities and equipment are not to be used without prior permission.

PAYMENT

Attached is an invoice which covers the booking fee and refundable indemnity deposit. The invoice must be paid in 10 working days prior to the booking date/10 days before the half term (for regular bookings). Please note this hire will not be regarded as booked until payment is received.

Payment can be made by: Online payment [provide details here]

Following the hire and once the School has made certain that the hirer is not liable for any additional charges, the deposit held by the School will be refunded within 10 days.

SCHOOL CONTACT

On the date of the hire, [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

Ann Pelham

Head Teacher on behalf of the Governing Body