

Smithy Street Primary School

Lettings and Charging Policy



Approved by staff and governors July 2018

SMITHY STREET SCHOOL

LETTINGS AND CHARGING POLICY

Lettings

The Governing Body recognises that the community may have a desire to use the school buildings and grounds (which are owned by Tower Hamlets Local Authority) and has prepared this policy having regard to the desirability of making the premises available for community or public use.

In preparation for an increase in school use, the Governing Body will develop a bookings procedure that takes into account the following:

- A fair process of bookings to allow all potential users access to hiring
- Ensuring that all potential users are vetted, that references are taken up and are committed to the school's ethos, values and safeguarding policies and practices. (The Headteacher will complete the 'Visitors and Speakers Risk assessment' and all users are expected to sign the Terms and Conditions, a copy of their Child Protection Policy and the External Visitors and Speakers Declaration)
- Ensuring that Individual users Risk Assessments are completed each time
- Transparent charging
- A swift response to enquiries
- A variety of activities for local children
- Availability of a caretaker and sufficient time to book caretakers and support staff as required
- Priority for long established, community users that provide services for children.

The overriding aim of the Governing Body is to support the school in promoting high standards of educational achievement and any lettings of the premises will be considered with this in mind. The promotion of equality and the community cohesion of the local area are also important considerations that will be taken into account by the Governing Body in determining any letting.

Definition of a letting

A letting may be defined as:

"Any use of the school buildings and ground by parties other than the school and its partners. This may be a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of 'Weight Watchers')".

The school is used for activities before and after the school day, but these are managed and staffed by the school for its pupils and the school community. The following activities fall within the corporate life of the school. These activities are not considered to be lettings and costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

- Governing body meetings
- Extra-curricular activities for pupils organised by the school
- School performances
- Family learning
- Parents' meetings
- Meetings of the PTA
- PTA organised events
- Services provided by partner organisations such as NHS Tower Hamlets, LBTH Council

Polling Station

The school may be requisitioned for use as a polling station or for meetings at the time of an election, in accordance with the Representation of Peoples Act 1983, and the school will seek re-imbusement for any additional costs incurred.

Charges

The Governing Body is responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) and on- costs;
- Cost of administration;
- Cost of “wear and tear”;
- Cost of use of school equipment (if applicable);
- Profit element (in supplement to the school budget).
- Deposit for damages.

The scale of charges will be reviewed regularly by the Governing Body, and is specified in this policy. Details of charges will be provided in advance of any letting being agreed.

The Headteacher is able to offer any discounts or agree a subsidy for any lettings, as deemed appropriate. The basis of charging will be determined by the purpose for which a letting is arranged. Regular block bookings may also be offered a discounted rate.

The school is constrained by law to apply value added tax to all transactions where this is appropriate. The letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT.

The school reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or **the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.**

The school will seek to recover any cost incurred by the school that are unavoidable and result directly from the cancellation of a letting. The timescale and charges for cancellations are set out in the Terms and Conditions of Hire.

Letting costs, available spaces, available times, available equipment

The following times, facilities and equipment available are agreed as follows:

Letting Charges/ available spaces:

- KS1 + KS2 Classrooms: £25 per hour + heating, electricity, caretaker’s and other expenses.
- Halls: £500 per event + heating, electricity, caretaker’s and other expenses.
- EYFS classrooms/ Playground/ Kitchen/ ICT rooms: not for hire.

Available times:

- Term Time- Sat & Sun daytime, between 9am – 4pm, subject to building works
- School Holidays- Mon-Sun daytime, between 9am – 4pm, subject to building works

Available equipment:

- The hire does not cover any consumables (such as stationary and paper) and other equipment (such as computers and photocopiers) unless specified in the Hire agreement

Variations to these charges, spaces, times and equipment will be subject to the discretionary approval of Headteacher.

Security

The Headteacher has delegated authority to determine the security risk for each letting and will be responsible for allocating a continuous security presence or other control measures.

Management of lettings

The Governing Body has delegated day-to-day responsibility for lettings to the Headteacher in accordance with the Governing Body's policy. Where appropriate, the Headteacher may delegate all or part of this responsibility, such as security, or child protection to other members of staff, whilst still retaining overall responsibility for the lettings process.

The SBM will report on lettings to the Governing Body from time to time and will include information on users, finances, incidents and accidents, enquiries, and any lettings refused.

Considering applications for lettings

Organisations seeking to hire the school premises should approach the school administration team. Details of where to find this policy, which incorporates charges and conditions of use (provided in the appendixes 1 to 4.) should be given. The policy can be found on the school website (www.smithystreet.org.uk)

An Initial Request Form (Appendix 1), should be completed at this stage and submitted. A record of all enquiries will be kept on file.

The Headteacher will decide on the application with consideration to:

- The priorities for lettings agreed by Governors and set out in the school's lettings policy
- The availability of the facilities and staff
- The school's equal opportunities, health and safety, child protection policies
- Health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.

Issuing a Hire Agreement

Once a letting has been approved, a letter of confirmation of Conditions Hire Agreement (Appendix 2) will be sent to the hirer enclosing the full Terms and Conditions (Appendix 3) and the External Visitors and Speakers Declaration (Appendix 4). The Conditions of Hire Agreement and External Visitors and Speakers Declaration should then be signed and returned to the school with payment of hire fee and deposit. The school shall be in receipt of these signed copies before a letting takes place.

The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges. Smithy Street Primary School will seek payment in advance in order to reduce any possible bad debts and or a deposit to cover damage.

All lettings fees received will be paid into the school's individual bank account. The income and expenditure relating to lettings should be clearly recorded by the school and reported under the guidelines for Consistent Financial Reporting.

The Head teacher on behalf of the Governing Body has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given, and the Hire Agreement and External Visitors and Speakers Declaration have been signed and payment received in full. The reason for refusals should be recorded on the bottom of the Initial Application Form for lettings form and explained to the enquirer. There is no right to appeal this decision.

Terms and Conditions

The terms and conditions (Appendix 3) can be changed depending on the hirer .

Charging and Subsidy

It is the aim of this school to maintain the right of all children to a free school education and to establish that the activities offered to pupils wholly or mainly during normal teaching time should be available to all pupils regardless of their parents/carers ability to pay. The Governors have a policy of deploying a proportion of the delegated budget to subsidise and support what they acknowledge as an invaluable part of a child's education.

There may, however, be occasions when, to enable activities to go ahead, the school will invite voluntary contributions towards the cost of an activity which takes place during or outside school hours. The contribution must be genuinely voluntary, and the pupils of parents who are unable to contribute will not be discriminated against.

1. Educational day visits

If an educational visit occurs during school time, the school will invite voluntary contributions from parents towards costs. It has been the policy of Smithy Street School to assist parents and often subsidise these trips to ensure that the cost remains reasonable.

2. Residential visits during term time

A contribution towards the cost of residential visits will be requested.

3. Breakfast Club

Smithy Street School provides a breakfast club to pupils, which currently operates through grant funding from Children in Need with resources also subsidised by Magic Breakfast Charity. The cost is also subsidised from the school's delegated budget.

The Breakfast Club is recognised as an important facility and is provided free of charge.

4. After School Activities

The school provides a range of on-site after school enrichment activities, which are provided against a charge of £22 for 11 sessions for pupils not eligible for pupil premium and £11 for 11 sessions for pupils eligible for pupil premium.

5. After school childcare service

The school provides on-site after school childcare service which runs from 3.30pm to 5.20pm, which is provided against a charge of £5 per day. Parents are invoiced for charges half termly with payment due in advance.

Late collection from the After-School childcare service will incur fees charged at £5 for collections after 5.20pm and £10 for collections after 5.30pm.

Safeguarding procedures may be initiated for children not collected by 5.45pm.

Late pick-ups at home time (3.30pm): We record all such events in our 'Late pick-up' log of parents who regularly pick their children up late after school. If there is an ongoing and regular occurrence, we may decide to place the child in the after school child-care club at a compulsory daily cost of £5,00.

6. *Damage to or loss of school property*

The school recognises that there will be occasional accidental loss, or damage to school property. However, the school will seek to recoup losses from parents where pupils have deliberately and wilfully damaged or stolen school property. The school will charge £3.00 for lost or damaged school books.

Appendix 1 – Initial Request Form for Hire of Smithy Street School facilities

Name of Hirer (person, body, association, limited company)	
Address of Hirer	
Contact Number(s)	
Email Address	

Purpose of Hire For the following purpose(s): <i>(specify precise nature of proposed function, and whether to be private or public, meeting, social function, educational, etc)</i>	
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How is the Hirer ensuring that children are safeguarded in accordance with the school's safeguarding policies and procedures?	
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Attendees	Total No.		No. Adults		No. Children			
Single Booking	Data of Booking		Start Time		End Time			
Block Bookings	Frequency/Days	MON	TUES	WEDS	THURS	FRI	SAT	SUN
	Start Date				Start Time			
	End Date				End Time			
<i>Booking times must allow sufficient time for preparation and clearing away before and after the event.</i>								

Facilities Required	Classroom – No of rooms required:	
Bottom hall	School Toilets	Car park
Middle hall	Other:	
Other arrangements		

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 have read and accept the terms and conditions of Hire and I confirm that I am over the age of 18.

Signed (Hirer): Full name:

Date:

You will be sent confirmation of whether this application has been accepted or rejected by post of email. No letting will be regarded as booked until the deposit and booking fee is received in full and the Hire Agreement has been signed by the Hirer and the School.

Please return the form to: School Admin Office, Smithy Street Primary School, Smithy Street, London, E1 3BW or admin@smithystreet.towerhamlets.sch.uk

(School use only)
This application for letting is: ACCEPTED/REJECTED

Signed:	Position:	Date:
Evidence of own insurance cover supplied and approved	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If no, include in Schools insurance cover	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the letting involve working with children/young people?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, has the School followed their safeguarding procedures	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Appendix 2 – Conditions of Hire Agreement

Conditions of Hire Agreement

The Governing Body of Smithy Street Primary School has approved your application subject to the terms and conditions, for the hire of the school's premises as set out below on the Conditions of Hire with reference to the Initial Request Form attached and the following particulars apply:

Name of Hirer			
Address of Hirer			
Areas to be hired			
Hire Period	From [date and time] To [date and time]		
Hire Fee		Deposit	
Permitted Use			
Equipment provided			
School Emergency Contact			
Any other information or arrangements			
Signed on behalf of the school			
Position		Date	

Payment and Agreement

Attached is an invoice which covers the booking fee and refundable deposit. The invoice must be paid in full 14 days prior to the booking date. 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 by cheque.

Please sign this Condition of Hire Agreement and return with payment. Please note this hire will not be regarded as booked until payment is received.

The Hirer confirms that they have read and understood the Conditions of Hire, the information in the External Visitors and Speakers Declaration and agrees to be bound by the terms and conditions from the commencement of this agreement. Please note that the Smithy Street ethos, values, safeguarding policies and procedures (which can be found on www.smithystreet.org.uk) must be adhered to at all times. Failure to do so will result in immediately termination of this agreement. Smithy Street cannot be held liable for any costs incurred if this is the case.

The hirer certifies they are authorised to sign for the Organisation.

Name:.....

Signed on behalf of the Hirer:.....Date

Appendix 3 – Terms and Conditions

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.

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.

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 enhanced DBS 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.
- The hirer will be expected to sign and adhere to the 'External Visitors and Speakers Declaration' (Appendix 4)

DEPOSIT AND CHARGES

- The school reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.
- The deposit charged will be determined by the Headteacher as detailed in the Conditions of Hire Agreement document, depending on the particulars of the hire.
- The deposit and hire fee shall be due and payable 14 days before the booking.
- The hirer will be invoiced by the school and payments can be made via cheque or BACS transfer.
- If the premises are not vacated by the end of the hiring period a penalty charge of £50 will be levied for each hour after the end of the hiring period.

CANCELLATIONS

- Bookings cancelled by the Hirer with 30 or more working days' notice - entitled to a full refund of the paid fee.
- Bookings cancelled by the Hirer with between 15 to 30 working days' notice – entitled to 50% refund of the paid fee.
- Bookings cancelled by the Hirer with less than 15 working days' notice – no refund of the paid fee.
- The deposit is non-refundable for any bookings cancelled by the hirer.
- Working days does NOT include days outside of school term time.
- 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.
- The school will not be liable for any costs incurred by the Hirer as a result of this.

CONDITION AND DAMAGE

- The Hirer will keep the premises, classrooms, toilets in a clean and tidy condition.
- If the agreement specifies the use of school resources and or equipment, they must all be returned to the correct place of storage.
- The school will take photographic evidence of the condition of the space(s) for hire before and after use to verify the room has been returned in the same condition.
- 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 24 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 if car park is provided.

SCHOOL EQUIPMENT

- The hirer is not permitted to use any computers, projectors, interactive white boards, photocopying and printing equipment, televisions, the school bell system, paper, stationary or any other school resources or any other electronic systems, unless specified in the Hire Agreement .
- The Hirer is liable for any damage, loss or theft of school equipment that is used and ensuring its safe return.

PLAY EQUIPMENT

- The hirer is not permitted to use any of the outside play equipment.

PUBLIC ENTERTAINMENT

- The school does not allow any events that require a Public Entertainment Licence.

ALCOHOL / LIQUOR LICENCE

- Alcohol is not allowed to be sold or served on the premises.

GAMBLING

- No gambling is allowed on the premises.

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 £5m, or £10m 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 school against all damages and/or losses reasonably incurred by the school arising from the breach by the Hirer of any of the terms of this agreement.

ADVERTISING

- No advertising and posters concerning the use of the premises by the hirer is permitted.

SMOKING/ USE OF EXPLOSIVE SUBSTANCES

- The whole school premises is 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. The school kitchens may not be used.

APPENDIX 4



External Visitors and Speakers Declaration

Name:	
Organisation:	
Date of visit:	
Purpose of visit:	
I have received a copy of the Smithy Street Child Protection Policy and I support the school in ensuring that all relevant safeguarding requirements are met , including those on preventing children from being exposed to extremist views:	<i>Please sign:</i>
I declare that I am aware of the Smithy Street's values and I will not communicate any personal views that would contradict these:	<i>Please sign:</i>
Date of signature:	<i>Please date:</i>