Lettings Policy

Article 19: You have the right to be protected from being hurt and mistreated, in body or mind.

Signed: ...................................................... Headteacher
Date: 11/2/19

Signed: ...................................................... Chair of Committee
Date: 11/2/19

Signed: ...................................................... Chair of Governing Body
Date: 11/2/19

To be reviewed: Spring 2022.
Committee: Resources
LETTINGS POLICY

The Governing Body of Penwortham Primary School adopted this LA Lettings Policy on 8th February, 2013

All written enquiries about these conditions and lettings generally should be addressed to the School Business Manager, Penwortham Primary School, Penwortham Road, Streatham, London SW16 6RJ. Enquiries can also be made by calling on 020-8769-3949, e-mailing on info@penwortham.wandsworth.sch.uk or faxing on 020-8677-5354.

This Policy is for the use and occupation of Penwortham Primary School outside of normal hours of instruction by non-Council organisations.

1. GENERAL

(i) Rules

The rules and regulations with regard to the use and occupation of accommodation in Penwortham Primary School outside normal hours of instruction, or any variations thereof, or addition thereto, which shall at any time or from time to time be decided by the school’s Governors and notified to the applicant, hereafter called the School, “are deemed to be embodied in and to form part of these conditions and use of occupation of such accommodation shall be deemed to be an acceptance of these conditions, and of any liability arising thereunder.

(ii) School’s Permission

Premises may not be occupied except with the written consent of the School, and applicants’ attention is drawn to the warning at the top of the application form. A minimum of 21 days’ notice (in some cases involving a licence – 28 days – see paragraph 6 below) is required. The hours during which the premises may be occupied will be shown on the authorisation and occupiers should ensure that no persons enter or remain on the premises outside those hours, i.e. the premises must be entirely vacated by the finishing time indicated on the authorisation. If additional time is required for preparation or clearing away, this must be requested in advance on the application form. The occupier must at all times comply with any instructions given by the premises officer or his / her deputy.

(iii) Termination or Suspension

The conditions in regard to termination or suspension of agreements for the use and occupation of the accommodation are as follows :-

a) the School may close the accommodation for such period, or periods, as may be necessary from time to time for the carrying out of maintenance work to the premises. Whenever possible, early notice will be given by the School, and a reduction will be made in the charges in proportion to the period of closure;

b) occupiers who have been granted regular use of accommodation must be prepared to relinquish it at short notice if required to do so by the School for the extension of its work or for election purposes.

The School reserves the right, for any reason which it considers adequate, to withdraw permission to occupy the accommodation on any particular date or dates or for any period. The withdrawal of such permission shall not entitle the occupier to make any claim whatsoever against the School, but any payment made to the School for the period involved will be refunded.

(iv) Refusal of Permission
No occupation is permitted, which, in the opinion of the School, is likely to create any disturbance, cause any inconvenience to the residents in the neighbourhood, interfere with any other occupiers or in any other way appear unsuitable to take place in the School’s premises.

(v) **Private Purposes**

The use of accommodation shall not be granted to private individuals nor for private purposes. Without prejudice to the rights of candidates at parliamentary and local Government elections under the Representation of the People Act 1983, the use of accommodation shall not be permitted if the use is or in the opinion of the School appears to be for the political indoctrination of children or compulsory school age.

(vi) **Assignment and Sub-Leasing**

The occupier is not allowed to assign or sub-let the use of the accommodation to any other party.

(vii) **Right of Entry**

The School has and reserves to its members and officers the right of entry at all times to the accommodation.

(viii) **Nature of Function**

Applicants are required to state the nature and object of the function proposed. They must also state whether a charge will be made for admission and the purpose to which the proceeds of the function will be devoted.

(ix) **Identity of Organisation**

Applicants must state clearly in any notices they issue, the identity of the organisation and should not give the impression that the School or any particular educational establishment is in any way connected with the function.
Gambling

The use of accommodation for gambling or for games of chance including bingo is forbidden.

Flags, etc.

Other than flags and emblems which are peculiar to scouts, guides and similar youth organisations, no decorations, flags or emblems are permitted without consent in writing from the School. No bills or posters may be placed on any part of the building, including inside or outside walls.

2. FACILITIES AVAILABLE AND RESTRICTIONS ON THEIR USE

(i) Hours and Periods of Occupation

The hours during which the use and occupation of educational establishments may be permitted when not required for educational purposes, are as follows:

| Term Days - Monday to Friday | 6.00 p.m. until 10.30 p.m. |
| Holidays                      | 9.00 a.m. until 10.30 p.m. |
| Saturdays                     | 9.00 a.m. until 11.30 p.m. |

The use and occupation of accommodation is NOT normally permitted on the following days and during the following periods:

24th December to 2nd January

Maundy Thursday (i.e. the day before Good Friday) to the end of the following week.

Three weeks during the Summer holidays (the actual period of closure to be determined according to the circumstances of the school), but occupation to cease in any case two clear week days before the school’s Autumn Term commences.

(ii) Playgrounds

For the months of October to March inclusive, playgrounds are not available on weekdays, but may be used on Saturday until 4.30 p.m. Between April and September, playgrounds may be used on weekdays and Saturdays up to the following times:

April and September - until 7.30 p.m.
May - until 8.30 p.m.
June and July - until 9.00 p.m.

NOTE: This condition does not apply to floodlit playgrounds.
(iii) **Use of Halls**

Halls, other than ground floor halls, may not be used for dancing or public meetings unless the School is satisfied that such halls are suitable. The use on the floor of a hall of any preparation for dancing is permitted only on the understanding that the occupier can arrange with the Premises Officer for the floor to be restored to its normal condition by the time it is required for normal use. The cost of such restoration must be borne by the occupier.

(iv) **Accommodation Excluded**

No occupation of medical inspection rooms, teachers' staff rooms, office accommodation or specialist rooms (e.g. laboratories, libraries) is permitted, nor of the kitchens or other facilities of the school meals service, except as provided in condition 2(viii)(b).

(v) **Rooms**

The number of persons permitted to attend a meeting in an ordinary classroom shall not exceed 30.

(vi) **Furniture**

The occupier shall use the School’s furniture only and must not introduce any other article or furniture without the School’s prior permission. The occupier should consult the Premises Officer on the moving of furniture from the position used for educational purposes. Dining tables cannot be used for any unhygienic purpose particularly for displaying old clothes, etc., at jumble sales.

(vii) **Gymnastic Equipment**

The use by the occupier of gymnastic apparatus shall be subject to the conditions set out on the gymnastics form.

(viii) **Refreshments**

(a) **No alcoholic drinks shall be included in the refreshments at any function without the written consent of the Council.** This is granted only in exceptional circumstances. In such cases, no persons under the age of 18 may be admitted to the function and the occupier must have made enquiries at the local Magistrates' Court about the possible need for an occasional Justices' Licence.

(b) In connection with the serving of other refreshments, the use of separate scullery facilities may be granted where available on the payment of an additional charge on the following conditions:

1) the facilities provided may be used for heating eater and washing-up only;
2) none of the School’s crockery, cutlery, cooking equipment or urns may be used;
3) apart from water, heating and washing-up facilities, no other equipment or area of the kitchen premises (e.g. cloakrooms or WC's) may be used;
4) sculleries / kitchens must be left in a clean and tidy condition;
5) a charge will be made for any extra cleaning required and any loss of equipment must be made good.

(ix) Storage of Equipment

Storage of equipment is not permitted without the prior written authority of the School.

3. CHARGES AND REFUNDS

(i) Charges

Applicants should be aware of the current charges for the hire of educational premises. These can be obtained from the School’s Business Manager. The charges which include the cost of cleaning, heating and lighting and the use of furniture and equipment provided by the School are adjusted by the School from time to time, usually on 1st September each year, to meet fluctuations in the prices of relevant items such as fuel, light and labour. The amount payable for any occasional occupation shall be in accordance with the appropriate scale of charges in force at the date of the receipt of the application (irrespective of the date of actual occupation) provided this is not more than three months before the date of the proposed occupation. Applications accepted more than three months before a price change will be notified as soon as possible.

(ii) Refunds for Regular Occupations

If an occupier temporarily suspends or permanently cancels a regular occupation, the charge paid for the period of suspension / cancellation will be refunded, provided that the occupier gives 5 working days notice to the School’s Business Manager.

(iii) Cancellations of Occupations

If an applicant cancels a proposed occupation a charge will be made unless the applicant gives 5 working days notice to the School’s Business Manager.

4. LOSS AND LIABILITY FOR DAMAGE

(i) Loss

The School accepts no responsibility or liability for the loss of or damage to the property of the occupier or of any other persons using the accommodation.
(ii) Occupiers' Liability for Damage

The occupier is prohibited from doing or permitting anything which is likely to disfigure walls or buildings and is responsible for the preservation of order during the occupation.

(iii) Indemnity

To the extent permitted by the UNFAIR CONTRACT TERMS ACT 1977, the occupier shall save the School harmless* and keep it indemnified from and against all actions, claims, demands, costs, losses and expenses which may be brought or made against it or sustained or incurred by it howsoever arising directly or indirectly out of or in connection with the permission to use the accommodation in respect of any of the following matters :-

a) death of or personal injury to any person;
b) loss of or damage to any property belonging to the School;
c) loss of or damage to any property belonging to the occupier;
d) loss of or damage to any property belonging to any person other then the occupier or the School;
e) any other loss or injury which may be incurred or suffered by the occupier or by the School or by any other person and shall not make any claim against the School in respect of any of the said matters;

The foregoing undertaking shall extend to and include all and every one of the School’s employees or agents whether now or hereafter in the School’s employ. For this purpose the occupier shall be deemed to acknowledge that in respect of this condition the School is acting on its own behalf and as agent for its employees and agents as aforesaid PROVIDED that is respect of any claims or proceedings against such employees or agents this condition shall apply only to acts done or omitted to be done by them whilst acting within the scope of their employment by the School.

(* The term "save harmless" is used to relieve the School from liability in respect of any claim the person giving the indemnity may himself have against the School as a result of or in connection with the granting of the facilities.)

(iv) Insurance

The occupier is required to be insured against its legal liabilities to third parties for both personal injury and property damage, including damage to the occupied premises. Such insurance shall be effected with a reputable insurance company to a minimum value of £1,000,000 (one million pounds) for any one accident. When requested by the School, the occupier shall furnish evidence that such insurance is in force and produce the insurance policy and latest premium receipt.
5. **SAFETY**

(i) **General**

The person or organisation entering into the agreement with the School for the use of the accommodation is required to take all precautions necessary for the safety of those present. Care must be taken not to impede the means of escape from the premises.

The attention of the occupier is specially drawn to the safety requirements set out in the safety form. When the accommodation is being used for the purpose of an entertainment for children or any entertainment at which the majority of persons attending are children, the occupier shall comply and secure compliance with any duties concerning the safety of the children arising under Section 12 1) of The Children and Young Persons Act 1933. A copy of this is set out on this Children and Young Persons form.

Smoking is prohibited in all parts of the School premises including playgrounds.

(ii) **Electrical Apparatus**

(a) No alterations or additions to the electrical installations may be made without written consent from the School. Stage lighting may be used provided the organisers apply at least four weeks in advance and provide a competent operator. The prior consent of the School must be obtained to the use of film apparatus which must be of a type approved by the School. Again, four weeks' notice is required.

(b) The use of the School’s portable apparatus such as microphones, amplifiers, projectors, electric guitars and similar apparatus is not allowed. The occupier may bring in and use his own electric guitars and similar apparatus, or arrange for any person at his own risk to bring in and use any electric guitars and similar apparatus belonging to that person, on the following conditions:

1) the occupier must accept full responsibility for ensuring that the apparatus is connected to the main electrical supply through an adequate isolating transformer;
2) only one piece of mains powered audio equipment may be connected to each transformer;
3) the equipment must be connected to the transformer only and not be plugged directly into the mains supply;
4) no alterations may be made to any transformer belonging to the School except by the School’s technical officers.
6. ENTERTAINMENTS

(i) Copyright

If any copyright music or a copyright stage play is to be performed any necessary consent of the copyright owners or their agents must first be obtained. (The Performing Right Society Ltd., 29-33 Berners Street, London W1 acts as agents for composers, authors and publishers of music and any enquiries should be made of the Society regarding payment of music copyright fees).

(ii) Entertainment Licence

The premises may not be used for certain kinds of entertainment open to the general public unless the premises are licensed annually for the purpose or an occasional licence has been obtained for the occasion. Further details can be obtained from the Environment Services Department, Tel. No.: 020-8871-6127 or 6172.

NOTES ON ENTERTAINMENT LICENCES

The Council is the authority for the licensing of places of entertainment. Licences are necessary for premises used for the following kinds of entertainment.

Public music;
Public dancing (i.e. dancing by performers or by the public);
Private music promoted for private gain;
Private dancing promoted for private gain (i.e. for person’s own pocket nor for school, college or institutional funds);
Public performances of plays;
Film exhibitions (including video but not live television) to which the public are admitted on payment;
Film exhibitions which are permitted for private gain (unless the sole or main purpose of the exhibition is to demonstrate any product, to advertise any goods or services or to provide information, education or instruction);
Public exhibitions of boxing or wrestling other than exhibitions provided:

(a) by members of the Scout Association or of any organisation constituted by the Scout Association in pursuance of their charter;
(b) by any school; or
(c) by a bona fide association, club, hospital or society not carried on for profit.

This policy will be reviewed every three years or sooner if necessary.
WANDSWORTH BOROUGH COUNCIL, CHILDREN'S SERVICES DEPARTMENT

APPLICATION FOR THE HIRE OF PREMISES

Before completing this form, the applicant should read the conditions governing the letting of premises, which is attached.

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<th>Name and address of premises required:</th>
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<th>Name and address of hirer:</th>
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<th>Age range of those benefitting from using the facilities:</th>
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The use of the following facilities are required:

<table>
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<th>HALL</th>
<th>CLASSROOMS</th>
<th>PLAYGROUND / SPORTS ZONE</th>
<th>PIANO</th>
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<tbody>
<tr>
<td>GYMNASIUM</td>
<td>NO. OF TABLES</td>
<td>NO. OF CHAIRS</td>
<td>OTHER ITEMS</td>
</tr>
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</table>

Please state other items required: ___________________________________________________________

*Delete as applicable

Please state if you require the hall to be cleared of furniture: *YES / NO

Are you a registered Youth Group: *YES / NO

Are you a Voluntary Organisation: *YES / NO

Are you a Charity Organisation:

If yes, please quote your Charity Registration No. ______________________________________________

Is your group: *LOCAL/NATIONAL

Approximate number of people involved: ________________________________________________________

Will the function include public entertainment: *YES / NO
Will a charge be made for admission or to those accessing the activity: *YES / NO

If yes, to what purpose will the proceeds be put: *Delete as applicable

Have you applied previously for a letting of a school premises: *YES / NO

If yes, is this a renewal of a regular application: *YES / NO

Is it intended to serve alcohol: *YES / NO

Is it intended to sell alcohol: *YES / NO

Have you attached your organisation’s valid Public Liability Insurance Certificate: *YES / NO

I agree to accept the responsibility for the arrangement for the aforementioned function have read and undertake to observe the attached conditions and regulations.

Signature of applicant: ___________________________ Date: ______________________

I confirm that the members using the accommodation requested are under 21 years of age, that the group is registered with the Area Youth Committee (or is a member of the National Council for Voluntary Youth Organisations) and that the applicant is a recognised officer of the organisation.

Signature: ___________________________ Date: ______________________
(Senior Youth Officer)

I confirm that I have been consulted and I agree to the use of accommodation as detailed overleaf.

Signature: ___________________________ Date: ______________________
(Headteacher)

I confirm that I have been consulted about the use of accommodation as detailed overleaf and that I (or an assistant) will be available to undertake the extra duties involved.

Signature: ___________________________ Date: ______________________
(Premises Officer)

Could you please ensure that both the Headteacher and the Premises Officer have signed this form before return it to the School Business Manager at the address below:

Please return this form to: Diane Watkins, School Business Manager, Penwortham Primary School, Penwortham Road, London SW16 6RJ. Tel: 020-8769 3949.

This application form must be submitted at least 21 days prior to the first date required.