Lettings Policy

This policy outlines the responsibilities of the school and subsequent companies/individuals who may hire the premises.

Date agreed by Governors	February 2025
Signed on behalf of Governors	Nina Hodges Nina Hodges (Apr 24, 2025 10:33 GMT+1)
Date for next review:	February 2027

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1. Definitions

1.1. '**Governors'** means the Governing body of the school or its authorised representative.
1.2. **'Hired Area'** means part of the school premises to be used by the hirer, as described in the application to hire form.
1.3. The '**Hirer**' means the person who has signed the application to hire form.

2. Conditions

2.1. Approval and Management of Lettings

All applications for the hire of the school premises must be made in writing on the prescribed form and returned to the school business Staff.
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 hire.

The Governing body reserves the right to refuse any application to hire the Premises without stating reasons for doing so.

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

Sporting activities will not take place inside the hired premises without the approval of the Governors. In the event of the Hirer breaching the condition, the hire agreement shall be cancelled and the fees forfeited.

The Hirer shall not sublet or assign the hired premises or any part thereof. Should he/she do so, or attempt to do so, the Hire Agreement shall be cancelled and all fees paid forfeited.

Where the hired area forms only part of the school premises, access is restricted strictly to those rooms forming the hired area. The hirer shall be liable to pay such additional fees as the Governors may prescribe if a different area is used.

Any notice, demand or request by the governors to the Hirer shall be sent by ordinary prepaid post or email, addressed to the Hirer at the address given on the application form and shall be deemed to have been received when the letter when it is sent in the post.

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 written approval of the Headteacher, who may specify conditions and charge such fees in respect of such use as he/ she sees fit.

Out of respect to the neighbours the School premises must be vacated by: 10.30pm Monday–Thursday; 11.00pm Friday; 16.00pm Saturday-Sunday

2.2. Charges and Deposit

Fees for hiring the school premises shall be in accordance with the scale of charges determined by the Governing Body, as it sees fit. Further charges may be levied if additional personnel costs are incurred as a consequence of the hiring of the premises.

The fees are £29.50 per hour per space and £42 per hour for the large hall. The kitchen is not included in the letting. Long term/frequent lets and out of hours lets are subject to negotiation.

The hire fee shall be paid in full upon signing the application form, except where alternative arrangements are made for the payment of fees, prior to signing.

The Hirer shall include a fully refundable holding deposit of £50.00 to be included with the payment of hire when the completed application form is returned to the school. All, or part of the deposit, may be forfeited if damage to the school premises or the fixtures and fitting occurs during the letting.

Reimbursements will be paid by BACS. Should the hirer wish to cancel the let, it must be confirmed in writing and any deposit will **not** be refunded.

The deposit will be returned to the Hirer after the letting by BACS payment.

3. Space hire for Peripatetic and Extra-Curricular clubs for John Ball pupils

In these cases the Hirer shall pay a fee equivalent to 10% of revenue from our school. This is instead of the normal rental charges outlined above. This service fee will cover our expenses including but not limited to:

- Student signing up process
- Collating registers
- Organising spaces
- Usage of equipment

- Admin services such as first aid
- Drop in observations
- Energy costs

Invoices will be paid following receipt of service.

4. Period of hire and departure

The Hirer shall be liable to pay such additional fees as the Governors may prescribe if the hired part of the premises is used by the Hirer outside the agreed times.

The Hirer, shall at the expiration of the hiring, leave the premises in a clean and orderly state.

Supervision

The Hirer shall, during the period of the hiring, be present and be responsible for:

- Supervision of the premises, the fabric and the contents
- Their care, safety from damage however slight or change of any sort.
- The behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction or nuisance to the neighbours.

5. Use of premises and capacities

Access to and use of the hired premises shall be strictly restricted to the hired area and to the hours stated in the Hire Agreement: i.e. the Hirer should not have access prior to, or after, the stated time.

Where a promoting organisation is named in the application to hire, that organisation and its members, shall be jointly and severally liable with the hirer.

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 on the premises.

Variations in the conditions of a regular hire agreement are only possible with the approval of the Headteacher. Failure to comply with these conditions may incur additional charges.

The Headteacher on behalf of the Governors reserves the right of entry to the hired premises to any authorised Officer of the Council discharging their official duties.

The Hirer shall be liable for all damage howsoever, and by whomsoever, caused by the premises arising out of hiring and shall indemnify the Governors against any loss, damage and expense, whether direct or indirect, arising therefrom, unless due solely and directly to the negligence of the Governing Body. Any damage caused shall be reported to the Headteacher or the Premises Officer immediately.

The Hirer shall not permit or cause the premises to be used in excess of their capacities
Large hall – 350 pupils with no furniture
Large hall – 150 persons depending on equipment and furniture used Classroom – 15 adults or 30 children

6. Licences

The Hirer shall ensure that the appropriate Premises Licence (including that necessary under the ***London Government Act 1963***) is in place if any regulated entertainment or licensable activities will take place. Such activities include the performance of plays; the exhibition of films; indoor sporting events; the performance of live music; the playing of recorded music; the performance of dance; making music; dancing; entertainment similar to those above; the provision of alcohol after 11pm; the sale of alcohol.

Copyright Design & Patent Act 1988. In order to conform to the Conditions of the Council Licence relating to the performance of Copyright Musical Work at the premises under their control, the Person(s) responsible for the performance must complete a form listing all Copyright Musical Items to be performed in connection with the proposed entertainments, whether the performance is by singing, musical instrument or mechanical reproduction. These Conditions apply to the Performance of Dramatic Works, or to Dramatic – Musical Works if performed in their entirety, the completed form to be sent directly to the Performing Rights Society Limited. A copy of relevant paperwork must be given to the School seven days prior to the event.

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to the consumption of alcohol. Alcohol is not allowed on the premises unless prior agreement is given and a licence obtained where necessary.

A copy of the licence must be given to the School seven days prior to the event.

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.

The Hirer shall indemnify the Governing Body against any infringement of copyright which may occur during the hiring.

7. Public Safety and Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

The Hirer acknowledges that they are aware of the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the building.
- The location and use of fire equipment.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings. That all escape routes are free of obstruction and can be safely used, and that any fire doors are not wedged open.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire, and that there are no obvious fire hazards on the premises.

The Hirer shall ensure that any vehicles connected with the hire, in any capacity, shall not be parked on the school site except for the purpose of loading and unloading and make all persons connected with the hire aware that there are no parking facilities on the school site. The school takes no responsibility for the hirer's parking arrangements and costs.

8. Appliance Safety

The hirer must seek permission from the premises Staff prior to bringing any electrical equipment on to site. All electrical items need to have PAT.

9. Insurance Indemnity

The Hirer is required to be insured against his/her legal liabilities to third parties for both personal injury and property damage, including damage to the occupied premises. Such insurance should be effected with a reputable insurance company and have a limit of indemnity of at least £1,000,000 for any one incident. The Hirer must provide evidence in the form of a covering note or policy, when returning the completed application to hire form, for such insurance, to the school business Staff.

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.

10. Accidents and Dangerous Occurrences

Any accidents/ incidents/ near misses must be reported to the premises person on duty and followed up in writing the next working day.

11. Health and Safety

The hirer shall ensure that:

- Highly flammable substances are not brought into, or used in any part of the premises or its curtilage and that.
- No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the School.
- No decorations are to be put up near light fittings or heaters.
- No fire is lit upon the premises.
- Any spillages and problems with any AVA equipment and furniture must be reported to the Site Staff immediately.
- No chemicals are to be brought on to site. If cleaning products are required, the premises team should be informed to agree the cleaning products brought on site.
- No Electrical items to be brought on site without PAT testing

The Hirer must, prior to hiring, be fully aware of the existing fire precautions and procedures for the hired areas, including identifying fire doors and emergency means of escape from the premises.

The Hirer is responsible for the Health and Safety of all persons using the hired premises. The Hirer must therefore ensure prior to hiring, that the hired area and all access and egress thereto, are suitable for the proposed use by the Hirer, and are safe for persons using the premises.

John Ball aims to be a 'nut free' site. No products containing nuts should be brought on to site.

John Ball School is a *non-smoking area* and this policy should be strictly adhered to by the Hirer and all persons making use of the premises, under the terms of the Hire Agreement.

12. Safeguarding

The hirer will:

- Have a safeguarding and child protection policy in place, including procedures for dealing with safeguarding incidents which are communicated to and understood by all staff members
- Have awareness of and training on the specific safeguarding issues that can put children at risk of harm (for example, abuse and neglect, peer-on-peer abuse, extremism and radicalisation)
- Have clear procedures on what to do if they have concerns about a staff member, volunteer or other adult who may pose a risk of harm to children
- Appoint a designated safeguarding lead (DSL), who has undertaken safeguarding and child protection training
- Provide parents with a named individual (such as the DSL) so they can raise safeguarding concerns, or if you are a lone provider provide the contact details of your local authority's children's services or the NSPCC helpline number
- Have contact details for the DSL and the local authority designated officer (LADO) and know the local referral route into children's social care
- Ensure staff and volunteers have had relevant pre-employment checks (for example, DBS check, verification of identity) or, if you are a volunteer or self-employed, checked if the organisation contracting your services, can apply for a DBS check on your behalf
- Have regular performance reviews in place to check the suitability and training requirements of staff and volunteers after their appointment.
- Ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities)

If our school were to receive an allegation regarding the conduct of staff using our premises to run activities for children, we will follow our safeguarding policy, including contacting the named LADO of our Local Authority.

The LADO for Lewisham borough Councils is Caroline Aitkan
Email address: Caroline.Aitken@lewisham.gov.uk
Telephone number: 020 8314 3114

13. Alcoholic drinks or Illegal Drugs

The consumption of Alcoholic drinks needs to be firstly approved by the premises manager and if the alcohol is to be sold the hirer will need to also obtain a Temporary event notice license from:
https://www.gov.uk/find-licences/temporary-events-notice/lewisham/apply
The Hirer shall ensure that in order to avoid disturbing neighbors to the premises and avoid violent or criminal, that care shall be taken to avoid excessive consumption of alcohol.

Drunk and disorderly conduct shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk or to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

14. Animals

The Hirer shall not allow any animal to enter or remain in the hired premises, without the written approval of the Headteacher.

15. Modifications and Postings

No bolts, nails, tacks, pins or other like objects shall be driven into any part of the hire premises, nor shall any placards or other articles be affixed thereto. There must be no damage to the premises from fixings/ displays. Hirers must consult with the premises team ahead of placing any displays.

Notices must not be exhibited without prior permission from the Head Teacher in any other area apart from the designated areas. The Hirer must make good to the satisfaction of the School if any damage is caused to the premises. The Hirer shall not carry out or permit fly posting or any other form of unauthorized advertisements for any event taking place at the premises, and shall indemnify and keep indemnified the School and each member of the School's Board of Trustees accordingly against all actions, claims and proceedings arising from any breach of this condition.

16. Sale of Goods

The hired premises shall not be used for the sale or display of goods or services, or used for any public entertainment, without the prior written approval of the Governing Body.

17. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night. No amplified music shall be played outside the premises at any time. The Hirer shall, if using sound amplification equipment, avoid excessive noise. The Hirer will ensure that any music shall not be played after 10pm and that the premises are vacated by the time stipulated in section 4. In particular where the premises are used for the purpose of dances, discos or other activities the level of noise is kept to a reasonable level and the premises are vacated quietly with particular attention paid to vehicle noises caused by action such as the slamming of doors or revving of engines.

Complaints from neighbours about activities are taken very seriously by the Governors and future applications could be prejudiced if the complaints are substantiated.

18. Stored Equipment

The School accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property must be removed at the end of each hiring or fees will be charged for each day or part of a day at the relevant Hire Price for the time that such equipment or property shall remain at the premises, until the same is removed. On the days when the School is in session, no article may be delivered to the premises or collected from the premises.

19. Site Staff

The Site Staff shall indicate where they can be reached in the event of an emergency or if there are intruders on the premises. The Site Staff may not always be on site for the full duration of the letting. A person appointed by the Hirer shall:

- be present when the Site Staff opens the premises at the commencement of the period of Hire
- maintain adequate supervision against misuse by persons using the premises
- report the presence of any intruders on the premises immediately to the Site Staff
- ensure that the Rules and Conditions of this policy are not contravened
- be present until the premises are closed by the Site Staff. The Hirer shall comply with all reasonable instructions given by the Site Staff.

20. Cancellation and Notice

The School may suspend or cancel any hiring of the premises without stating the reason for so doing. In this event, any hiring fee previously paid for the cancelled hiring shall be reimbursed to the hirer. Such reimbursements shall be the only liability that the School shall incur as a result of any cancellation or suspension. Reimbursements will under no circumstances be issued in cash, even if deposits or hiring fees were previously paid in cash.

This Agreement may be determined at any time by either party, giving to the other notice which is in all circumstances of a reasonable length of time. There is no need for either party to give reasons for terminating the Agreement and, in the event of terminating the Agreement, all fees paid shall be forfeited.

21. End of Hire

The premises must be cleared and vacated immediately upon the expiration of the period of hire. Failing this the Hirer shall pay to the School all expenses incurred in respect of the excess time to be charged at £50 per hour. The Hirer shall leave the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise. The Hirer shall ensure that:

- Any contents temporarily removed from their usual positions are properly replaced.
- Surfaces are cleaned.
- Toilets are left clean.
- Floors are swept and mopped.
- Rubbish is bagged up and taken away.

If this condition is not adhered to, the School will render, and the Hirer will pay a charge for breakages and/or damage of any kind sustained by the premises, or the fixtures, fittings and furniture therein arising out of, or in connection with, the hire of the premises.

22. No Rights

The agreement to hire the premises constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

None of the provisions of the agreement to hire the premises are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person other than the School and the Hirer.

Appendix 1: Declaration

I hereby apply for use of accommodation, as stated on this form. I undertake that if permission is granted, that I am responsible for compliance with the terms and conditions of letting, as laid down in this document **CONDITIONS OF HIRE OF JOHN BALL PRIMARY SCHOOL PREMISES**, a copy of which has been supplied to me and which I have read and understood.

Whilst using school premises for the purposes described on this form, I will ensure that the Borough's Equal Opportunities Policy will be adhered to, especially ensuring that there is equity of access and involvement by (a) both genders (If this is compatible with the objects and purposes of the group where it caters specifically for a single sex, or for persons from a specific religious or ethnic background; (b) ethnic minorities; (c) people with disabilities (subject to the constraints imposed by the design, arrangement or facilities of the Premises).

I understand that any damages incurred as a result of this letting of these premises will be invoiced separately, or charged from my deposit.

I declare that I am 18 years of age, or over, and undertake that all activities taking place during the hire will be under adult supervision throughout.

Signature of Applicant:_____**Date:**_____

Signature on behalf of John Ball:_____**Date:** _____

Appendix 2: Application

Name	
Telephone number	
Organisation	
Dates/ Times requested	

Rooms required:		**Facilities required:**	
Large Hall:		Chairs:	
Small Hall:		Tables:	
Playground/s:		Piano/s:	
Kitchen:		Other	
Classroom/s:			
Other			

Will admission be open to the general public? Y/N

Is it intended to serve alcohol? Y/N

Is proof of insurance included with this application? Y/N

Deposit to pay	
Total due	

Application Cont.

Organisation Name:		
Leads Name:		
Contact phone Number:		
Contact email Address:		
Public liability insurance (provide copy) Renewal Date:		PM sign, receipt of copy……
Employers liability insurance (provide copy) Renewal Date:		PM sign, receipt of copy……
Health and safety Policy (provide copy) Renewal Date:		PM sign, receipt of copy……
Safeguarding Policy (provide copy) Renewal Date:		PM sign, receipt of copy……
On site Designated Safeguarding lead's name:		
Enhanced DBS of lead and photo ID, to be shown to premises manager. Renewal Date:		PM sign, receipt of copy……
First aid Certificate (provide copy) Renewal date and type (pediatric/adult):		PM sign, receipt of copy……
Name(s) of First Aider(s) who will be on site:		

Particulars of space hire

Room	Day of week	Start	Finish	hours	Rate	Total

NB The Lead will be the person responsible for checking and filling in "Appendix: Template letter of assurance".

An Enhanced DBS certificate and photo ID of the group's lead to be shown to the school premises manager. The Lead will be the person responsible for checking and filling in "Appendix: Template letter of assurance"

I confirm that the above information is accurate and that the staff on site during the let all have a current DBS check

Signed: **Date**

Appendix 3: Template letter of assurance

Please provide on headed paper confirmation of your safeguarding checks. you may use the template below.

John Ball Primary school's Safeguarding Policy and other policies can be found on the school website via the following link:
https://www.johnball.lewisham.sch.uk/Policies-30062023130820/

Dear Colleagues,

Safeguarding (Child Protection) & recruitment clearances of [COMPANY NAME]

I confirm that the company named above undergoes the following recruitment and child safeguarding checks:

(tick or write 'N/A' where appropriate)

Photo ID has been checked		Proof of Address has been checked	
Evidence of right to work in the UK has been checked (where applicable)		Criminal overseas checks have been conducted (where applicable)	
Evidence of relevant qualifications has been seen		Checks for prohibition from teaching and restrictions from teaching in EEA countries have been undertaken (where appropriate)	
DBS checks have been conducted as per below		Staff have undertaken regular safeguarding and child protection training in line with Keeping Children Safe in Education Statutory Guidance	
All staff are appointed under your company's Safer Recruitment Policy		Barred list checks have been carried out for all staff in regulated activity	

Disclosure and Barring Service

Staff have Enhanced DBS clearances which cover the following areas:

- any police records of convictions, cautions, reprimands and warnings
- information from the list held under Section 142 of the Education Act 2002
- Children's Barred List Information – this would show if an applicant is Barred from working with children
- any other relevant information disclosed at the Chief Police Officer(s) discretion. Under this section would be noted "soft information". This could be details of a household member (other than the applicant) who may have a record that would contain information that an employer would need to be aware of. An example of this may be a household member who has drug activity.

Signed