


# Lettings Policy 2018-2019



## St Aloysius' College

Hornsey Lane,  
Highgate,  
London  
N6 5LY

Last Review Date:	
Next Review Date:	February 2022
Governor's Signature:	





# St Aloysius' College: Lettings Policy 2019

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## 1. Purpose

The purpose of this lettings policy is to enable us to provide access to services and facilities that contribute to meeting the needs of our local community, children and young people, their families, local residents and the wider community. The Governing Body aims to maximise school generated income from private out of school hours lettings, where this can be achieved without interfering with the school's prime function. This policy aims to provide instructions for the management of lettings. The policy will be subject to review by the Governing Body. The policy takes account of instructions and advice received from the London Borough of Islington (LBI) and in particular that contained in the funding manual issued prior to budget setting each year.

## 2. Extended Services

Due note needs to be taken of the activities of St Aloysius' College (STA) extended school to ensure that any out of hours activities are coordinated. The school will encourage the development of shared facilities, collaboration and partnership with other schools or local organisations.

## 3. Community use of St Aloysius' College

Various groups may wish to use the schools facilities. Possible activities may include: cultural and sporting activities; adult and lifelong learning; youth services; health care and social services; community and faith groups; supplementary schools; other services for children, young people and their families.

## 4. Commercial Lettings

Income is not likely to be large when compared with school budgets. However, the income could pay for small improvements. The Governing Body must inform and discuss any Lettings during out of school hours with Engie.

The main costs of opening up the school will be:

- Overtime payments to Premises Managers, additional cleaning and energy costs.
- Overhead costs to include administration and publicity costs
- Estimation of possible damage incurred by the user

It may be worth noting that once the first user pays the opening costs of the school (i.e. Premises Manager's overtime, energy costs etc.) other users may use the premises at a marginal cost. St Aloysius' College will benefit by simultaneously being able to use other parts of the premises themselves or to hire them out at negligible cost.

Community use will take priority over commercial lettings.

## 5. Considering Applications for Letting

Each potential hirer will complete a Booking Form to be considered. See Appendix Document A.

### 5.1. Suitability of hirers

When considering requests for lettings, due regard is to be given to the school's reputation and the manner, if any, in which the letting may reflect on the school. Lettings for political purposes, or those which are likely to give rise to inconvenience or offence to neighbouring residents, are to be refused. Authority to accept or refuse individual lettings is delegated to the Executive Headteacher.



## **5.2. Compatibility with the aims of the school and the school's reputation**

**a) Alcohol** will be permitted only at the Executive Headteacher's discretion.

### **b) Entertainments License**

A public entertainments license may be required where a function is open to the public. Advice is to be obtained from Islington Entertainments Licensing Officers (tel. 020 75273233) in cases of doubt. The cost of obtaining any entertainment's license is to be met by the hirer.

## **5.3. Cost and resource implications**

Premises Managers' overtime costs and cost of administrating/marketing the letting all need to be considered when calculating the letting charge.

## **6. Equal Opportunities**

The school's equal opportunities policy could also be applied to non-school use.

## **7. Safeguarding**

The DfES publication Safeguarding Children and Safer Recruitment in Education should be applied to all those working in a school setting, whether or not their job or an activity brings them into direct contact with pupils, and whether or not they are on the school's payroll.

In regard to lettings the LBI Guidance states that:

'Schools should ensure that the terms of any contract for lettings such as supplementary schools; theatre groups; sports activities; cubs and scouts etc., that will require the contractor to employ staff or use volunteers to work with, or provide services for children, regardless of whether they attend the school or not, also requires the contractor to adopt and implement the measures described in this guidance. They [schools] should also monitor the contractor's compliance.'

Before agreeing to any letting, schools should therefore ask to see a copy of the organisation's Child Protection Policy and satisfy themselves that the organisation has appropriate procedures in place for safe recruitment, including (but not limited to) the taking up of checks through the Disclosure and Barring Service (DBS).

Where a school is making a letting to an individual (e.g. a self-employed tutor) the school should follow the same safer recruitment procedures as if the individual concerned were a member of the school staff, regardless of whether the children to whom they provide a service attend the school or not.

## **8. Health and Safety**

Lettings are to comply with the same health and safety requirements as those which are applicable to school activities. Any equipment installed for, or used during, a letting is to be installed/supervised by a properly qualified person. The hirer must be informed of fire exits at the time of booking and is responsible for making their group aware of fire safety procedure at the start of each letting.



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All organisations must complete a Risk Assessment Form (Appendix Document F) for the activities that are taking place on the school site.

The school will make the hirer aware of the fire procedures. There is a maximum number of people allowed to use individual rooms and facilities within the school.

### **9. Trading**

The advice of Islington Trading Standards Service is to be sought before any letting involving trading, such as car boot sales or auctions, is undertaken.

### **10. Insurance**

Public liability insurance to cover the hirer is provided under the Islington insurance scheme. However, the hirer must also show proof that they have their own public and employer's liability insurance. The cost of any additional insurance premium, if required, is to be met by the hirer. If the group is using specialist equipment, advice should be taken about whether LBI insurance covers the letting.

### **11. Security**

The Executive 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 measure. The school will need someone on site at the time of the letting.

### **12. Restrictions on Lettings**

Lettings will not normally extend beyond 11.00pm. The sale and consumption of alcohol on the school premises will be at the Executive Headteacher's discretion. Smoking is only permitted in a designated area by the back gates. Food is to be consumed only in those areas of the school so designated prior to the letting.

### **13. Approval of Lettings**

Lettings are to be approved by the Executive Headteacher. Contracts are to be entered into only with named individuals or designated agents of organisations. The member of school staff responsible for the actual letting is also to be designated at the time of booking.

### **14. Charges**

The hirer will in every case be charged an amount equal to or exceeding the actual cost of the letting to the School. The Governing Body has delegated responsibility for setting the charges to the Executive Headteacher.

The charges will vary with each letting and are agreed with the school separately. Some types of letting attract VAT, for example, single lets of sports facilities, equipment hire and parking charges.

A discount may be allowed for lettings requiring the use of several areas, for regular lettings or for lettings to groups who contribute to the life of the school. Exceptionally, lettings may be charged at cost, at the discretion of the Executive Headteacher.



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### **15. Settlement**

Hirers are to be invoiced in advance, full payment to be received 14 days prior to the letting. All letting income is to be banked into the Disbursement Account, the source to be shown clearly.

### **16. Deposit**

At the school's discretion, hirers are to pay a refundable deposit at the time of confirmation of booking, which is to be held against cancellation or any damage caused during the letting.

### **17. Cancellation**

Cancellation by the hirer within 48 hours of the letting is to result in the loss of the deposit. Cancellation between 7 days and 48 hours before the letting is to result in the loss of 50% of the deposit. Cancellation by the school after the letting has been approved is to be avoided wherever possible, and is to occur only in exceptional circumstances within 14 days of the intended letting.

### **18. Conduct of Letting**

The Premises Manager, or designated member of school staff handling the letting, will inspect the facilities at the end of the letting and report any issues to the Business Manager.



## LETTINGS BOOKING FORM

### Appendix A

<b>Name of organisation:</b>		
<b>Contact person:</b>		
<b>Address:</b>		
<b>Telephone numbers:</b>		
<b>E-mail address:</b>		
<b>Nature of function:</b>		
<b>Date(s) of booking:</b>		
<b>Start and end time(s):</b>		
<b>Number of people expected:</b>	<b>Adults:</b>	<b>Children:</b>
<b>Will a music/performance licence be needed?</b>	<b>Yes / No</b>	
<b>Accommodation required (state floor/number of rooms):</b> Classroom / Hall Playground / Wash-up facilities Gym / Music Studio		
<b>Equipment required:</b> Chairs / Tables on premises Piano / Photocopier / Computer/Projector		
<b>Will there be an admission charge:</b>	<b>Yes / No</b>	
<b>Other arrangements:</b>		
I have read and accept the terms and conditions of the letting.		
Signed:	Date:	
Print Name:	Position:	
<b>Letting authorised</b>		
Signed:	Date:	
Print Name:	Position:	
<i>No letting should be regarded as "booked" until payment is received in full, all requested paperwork has been submitted and a signed Contract Agreement issued by the school. The School has the right to refuse any application or cancel bookings.</i>		





## ST ALOYSIUS' COLLEGE TERMS AND CONDITIONS OF USE OF PREMISES

### *Appendix B*

**All those who use the premises are asked to read these terms and conditions and agree to abide by them by signing the Lettings Contract.**

1. The accommodation shall only be used for the purposes stated on the application and within the hours agreed in the letting agreement issued by the school. The applicant shall be responsible for ensuring these conditions of occupation are observed.
2. Applicants providing services to children, whether pupils at the school or others, must have policies and procedures in place to ensure children's safety and must provide evidence of these to the school as required.
3. Payment for hire shall be made in advance and a returnable deposit against damage shall be paid on request.
4. The applicant shall be responsible for any damage to the school property or buildings caused by them or their guests. If the applicant causes damage to buildings or furniture the applicant will be required to report this to the school and pay for the damage caused. This will be in addition to the specified lettings charges.
5. The applicant will immediately inform the school of any accident or serious incident that occurs on the school's premises. This should be done in person and may require the applicant telephoning the Executive Headteacher/Business Manager or the Premises Manager. The applicant will be responsible for reporting in writing to the Business Manager any accident that arises from activities that it organises.
6. The hirer will be responsible for ensuring that any of their electrical equipment brought on site has an up to date PAT test certificate.
7. The applicant shall not cause any noise nuisance to neighboring residents and shall behave reasonably at all times.
8. The applicant shall be required to take any precautions necessary to ensure the safety of those attending the function, including ensuring the means of escape from fire are not blocked or impeded.
9. The applicant shall ensure that all accommodation is left in a clean and tidy condition at the end of the letting. Using litterbins and recycling facilities as appropriate will help this.
10. The applicant shall comply with any reasonable instructions given by the Executive Headteacher, the Business Manager and the Premises Manager or other member of the school staff.
11. Smoking or illegal drugs are not allowed to be brought onto or consumed on the school premises.

Alcohol may only be allowed at the Executive Headteacher's discretion.

12. Any fees for music or performance licenses are to be paid for by the applicant.



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13. The Governing Body reserves the right to withdraw permission for any letting and refund any fee paid in advance. Cancellation by the hirer within 48 hours of the letting is to result in the loss of the deposit. Cancellation between 7 days and 48 hours before the letting is to result in the loss of 50% of the deposit.
14. The London Borough of Islington and the School Governing Body disclaims liability for injury or damage to persons or property upon its premises (so far as they are legally able to do so). The applicant will be required to indemnify the Council against all claims arising directly or indirectly out of the use of the premises rather than claims arising as a result of negligence of the Council or its employees. Applicants are required to show proof of insurance to cover these risks.
15. The applicants will complete all relevant paperwork in a true and accurate way.
16. False information may lead to an application being terminated.





**ST ALOYSIUS' COLLEGE LETTINGS CONTRACT**  
**Appendix C**

<b>Name of organisation:</b>
<b>Contact person:</b>
<b>Address:</b>
<b>Telephone numbers:</b>
<b>E-mail address:</b>
<b>Nature of function:</b>
<b>Date(s) of booking:</b>
<b>Contract start and end time(s):</b>
<b>Deposit:</b>
<b>Cost of letting:</b>
<b>Area of school being hired:</b> <i>Classroom / Hall / Atrium / Courtyard</i> <i>Playground / Wash-up facilities</i> <i>Kitchen / Music studio / ICT suites</i> <i>Gym / Drama studios</i>
<b>Permission to use the following facilities / equipment</b> <i>Chairs / Tables on premises</i> <i>Piano / Other</i> <i>Computers</i> <i>Projectors</i> <i>List all other accommodation being made available e.g. access to toilets, first aid, tea/coffee facilities/ reception etc. as appropriate</i>

***Note: all other facilities and equipment are not to be used without prior permission.***

I have read and accept the terms and conditions of the letting.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Position: \_\_\_\_\_

**Letting authorised on behalf of the school:**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Position: \_\_\_\_\_



**Lettings Checklist for Hirer**

*Appendix D*

<b>Things to do</b>	<b>Tick when done</b>
1 Read through Terms & Conditions of Use of Premises and Booking Form.	
2 Complete Booking Form.	
3 Send in Booking Form to school to request a booking.	
4 School notifies you that the booking is available or not available and sends you an invoice.	
5 Complete risk assessment of activity.	
6 Check or take out insurance to cover activities.	
7 Send school copies of: <ul style="list-style-type: none"> <li>• child protection policy and/or DBS forms, as appropriate</li> <li>• insurance certificates</li> <li>• copy of any licences required</li> <li>• payment of invoice</li> </ul>	
8 Receive signed Lettings Contract from school.	
9 Attend induction into fire procedures.	
10 Inform attendees of fire procedures and Terms and Conditions of Use.	



**Lettings Checklist for School Staff**

**Appendix E**

	<b>Procedure</b>	<b>Date</b>	<b>Initials</b>
1	Send out Lettings Policy and covering letter to enquirer.		
2	Completed Booking Form received by school.		
3	Access suitability of activity.		
4	Check availability of premises / equipment.		
5	School completes draft risk assessment for activity and ensures all risks can be covered.		
6	Check availability of premises staff and agree booking with them. Determine overhead charges from the Business Manager.		
7	Calculate cost of hire.		
8	Take up references (where appropriate).		
9	See a copy of the Child Protection Policy and DBS checks and safer recruitment procedures (as appropriate) for all organisations providing services to children.		
10	See copy of hirer's Public & Employer's Liability insurance policy. Also PAT testing document if necessary.		
11	Book letting into diary with hirers name and contact number.		
12	Send confirmation of booking and invoice. (Check if VAT chargeable – reference latest VAT guidance from CE.)		
13	Deposit / payment received.		
14	See completed risk assessment for activity from hirer and ensure all risks are covered.		
15	Issue Lettings Contract and receipt for payment.		
16	Induct lessee into fire procedures etc.		
17	Re check booking in diary, arrangements with premises staff and others, where appropriate.		
18	Check that payment appears on the school's bank account and record separately on the school's finance system.		
19	Return deposit (if one paid).		





