



KILMORIE
PRIMARY SCHOOL

Lettings Policy

June 2022



KILMORIE
PRIMARY SCHOOL

This policy was agreed by the Full Governing Body on:
(and supersedes all previous policies relating to this area)

Implemented

June 2022

Review Date

June 2023

Author:

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School Business Manager

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Section 1 Rules of Use for Hirers of Kilmorie Primary School

1.1 Facilities Hired

Communal areas such as toilet/s and corridors shall be shared. Access to tables, chairs, cookers, fridges, water boilers and other such appliances as provided by the school have to be negotiated prior to hire. Use of the premises and its facilities is subject to the hirers accepting responsibility for returning all furniture and equipment to their positions and leaving the premises in a clean state with rubbish disposed of in the outside bins at the entrance to the school.

1.2 Maximum Capacity

Area	Capacity
School Hall – Lower	Seated: 120 Standing: 300
School Hall – Upper	Seated:90 Standing:120
Classrooms	30 Seated
Community Room	30 Seated
MUGA 1	5 a side football
MUGA 2	5 a side football
Music Room	15
Whole School Hire	To be agreed in hire agreement and depending on activity.

1.3 Hours of Opening

The premises are available for use between the hours of 8.00am (08:00hrs). and 10:00pm (22:00hrs) Monday - Saturday and 9am (09:00hrs) and 10.00pm (22:00hrs) on Sundays. (NO EXTENSIONS SHALL BE GRANTED), excluding all Bank/Public Holidays, when the buildings are not open to any user. Use of the premises on Bank/Public Holidays must be made by prior separate arrangement.

1.4 Nuisance

- No litter shall be left on or about the premises that is likely to cause an environmental concern and nuisance to local residents.
- No animals shall be permitted on the premises other than trained guide dogs accompanying blind persons (or other types of assistance dogs).
- No activity shall be carried out on the premises which, in the opinion of the school, could be regarded as obscene or which contravenes the Race Relations or Sex Discrimination Acts or which contravenes the school's Equal Opportunities Policy.
- The activity of users shall not generate a level of noise (on arrival or at departure) likely to cause persistent discomfort to nearby residents.
- All noise (including music) should be kept within the level set by the local authority's environmental health department.
- Music or amplified sound should stop being played on the premises by 10.00 (22:00hrs) – Monday to Saturday and 10.00pm (22:00hrs) – Sundays.
- Users shall not park their vehicles in a way likely to cause a nuisance to local residents.

1.5 Conduct

No activity shall be carried out on the premises which, in the opinion of the school, could be regarded as obscene, cause offence, compromise the safeguarding of children/young people and vulnerable adults, or cause disruption to other persons using the premises. A code of conduct will also form a part of this hiring contract/agreement.

1.6 Equality and Diversity

No activity shall be carried out on the premises which, in the opinion of the school, contravenes (directly or indirectly) the Equality Act 2010 or any other issue identified by the school's Equality Objectives:

- Tackle victimisation, discrimination and harassment
- Improve access to services
- Close the gap in outcomes for citizens
- Increase mutual understanding and respect between communities
- Increase participation and engagement

This will include ensuring equal access to people falling under the protected characteristics identified within the Equality Act 2010 i.e.

- Age
- Disability
- Gender reassignment
- Marriage and civil partnership
- Pregnancy and maternity
- Race
- Religion or belief
- Gender
- Sexual orientation.



If requested, there shall be co-operation with the school in obtaining details of the equality profile of the users of the activity.

1.7 Health and Safety

The hirer must act in accordance with current health and safety regulations when carrying out its activity. If you are an employer you have a duty of care to protect the health, safety and welfare of your employees as well as anyone who may be affected by your business's activity when using the premises. All safety information, instructions, guidance and notices issued by the school must be followed at all times.

1.8 Fire Safety

The 'responsible person' shall be the stated hirer which is the person who has control of the premises and persons in connection with carrying out its activity. All hirers must act in accordance with current fire safety regulation at all times.

- Take measures to reduce and mitigate the risk and spread of fire on the premises.
- Fire exits, fire exit routes and all means of escape must be used safely and kept free from any obstructions at all times.
Fire evacuation (drills) should be carried out every six months.
- Internal fire doors are to be kept closed at all times.
- Firefighting appliances must be kept in their proper places, only used by their proper purposes and must not be damaged in any way.

- The means for detecting or warning of fire such as fire alarms or smoke detectors must not be damaged in any way.
- Items of equipment and combustible materials must be stored safely, kept to a minimum with unwanted items disposed of periodically.
- Be aware and follow all emergency procedures concerning 'action to be taken in the event of fire' on the premises.
- Hirers must instruct employees and organisers of the activity in fire safety.

1.9 Safety Regulations

All conditions and regulations imposed by Fire, Police or other relevant authorities in relation to the premises shall be strictly observed. Nothing shall be done which will endanger the users of the premises or compromise the policies of insurance relating to it or its contents. In particular:

- Obstructions must not be placed in passages leading to exits.
- Fire-fighting appliances shall be kept in their proper places and only used for their proper purposes.
- Particular attention should also be paid to paragraphs 15 to 20 inclusive of the Conditions of Hire below.

1.10 Safeguarding

The organisation or individual running the activity must have a safeguarding policy or processes in place and this must be evidenced.

For activities such as gymnastics or dance it is also important to ensure coaches / teachers are appropriately qualified, registered with their own professional body and have the correct insurance cover.

All appropriate staff with access to children must be DBS checked in accordance with guidance in Keeping Children Safe in Education 2021.

Please submit evidence of your safeguarding policy or procedures with your hire request.

1.11 Cleaning

Use of the premises and its facilities is subject to hirers accepting responsibility for returning furniture and equipment to their positions prior to use and for securing doors and windows as directed by the Premises Officer or other authorised school employee.

ALL USERS SHALL LEAVE THE PREMISES IN A CLEAN AND TIDY CONDITION This includes: **REMOVING RUBBISH, SWEEPING FLOORS AND WIPING SURFACES.** If extra cleaning needs to be carried out, the hirer should make arrangements with the school for this to take place, either through a private arrangement with the school's cleaning contractors or by reimbursing the school for extra cleaning. Users failing to meet these conditions may forfeit their deposit.

1.12 Security

All hirers are to ensure that all doors, windows, external gates, security shutters, access and egress points to the premises are secured as directed by the school.

Keyholders: No keys, security devices or security passwords are to be passed on to individuals other than the named hirer without expressed consent of the school.

Non keyholders: All hirers should not leave the premises until the Premises Officer or keyholder attends site to secure the premises.

It is a requirement for all hirers to assess risk and take appropriate measures to control admittance to the premises.

1.13 Good Housekeeping

Use of the premises and its facilities is subject to the hirers accepting responsibility for keeping the premises in good order at all times whilst carrying out its activity; this includes any designated storage areas (whereby an inventory may be requested).

1.14 Use of Alcohol

No excisable liquors (e.g. beers, wines and spirits) or cigarettes or tobacco may be sold or offered for sale on these premises without a licence. Persons responsible for activities held on these premises shall ensure that licensing laws are strictly observed.

1.15 Betting, Gaming and Lotteries

Nothing shall be done on, or in relation to, the premises in contravention of the law as it relates to betting, gaming and lotteries. Persons responsible for activities held on these premises shall ensure that such laws are strictly observed.

1.16 Entertainment

No musical entertainment involving charging entrance fees shall be carried out on the premises.

1.17 Public announcements

No publicity or advertisement shall be made of the proposed function until the application is accepted.

1.18 Loss of Property

The school cannot accept responsibility for damage, loss or theft of users' property.

1.19 Storage

The permission of the school must be obtained before hirers' goods or equipment are left or stored on the premises. These must not be stored in ways which prevent other users from fulfilling the purposes of their hiring's as specified in their agreements with the school or in such a way as to constitute a Health and Safety hazard.

1.20 Applying to Use the Premises

Applications shall be made to the Headteacher via the School Business Manager – sbm@kilmorie.lewisham.sch.uk

The school reserves the right to refuse an application if the intended use contravenes school policies in operation at the time or exceeds the scope of the planning permission for these premises (e.g. trading activities and pay parties).

The school reserves the right to cancel bookings when the premises are required for use as a Polling Station or Public Meeting or are unfit for the intended use.

The school reserves the right to cancel a booking if it reasonably believes that these Rules or the Conditions of Hire will be broken by the Hirer or by persons associated with the Hirer.

If the booking is cancelled by this rule (Rule 1.20), then any fee(s) already paid by the applicant will be returned.

The school reserves the right to allow the use of other parts of the premises during the period of hire and to allow for use of all communal areas - by prior arrangement with the hirer.

1.21 Payments for One-Off Bookings

A deposit of £100 shall secure a provisional booking. This to be paid within 10 days of receipt of invoice

First payment of fees must be received fourteen (14) days before the date of the first session of use. The return of the deposit should be within four (4) weeks of the last session of use.

The school reserves the right to withhold all, or part, of the deposit if any of the stated rules or conditions of hire are contravened.

The costs of your booking will be covered, entirely, by the hiring fee and returnable deposit, unless the cost of repair should exceed the returnable deposit (see paragraph 11 of Conditions of Hire below). No other payments should be made to any school employee in connection with the booking.

On confirming a booking, arrangements will be made for an invoice to be issued by the School Business Manager. No payments shall be made until such invoices have been received. Invoices shall be paid as described on the invoice and IN NO OTHER WAY.

It is important that invoices are paid on time and in accordance with the invoice terms. If you do not pay your invoices or fail to contact the school to either discuss payment or to dispute the invoice, then the school will take action to recover the debt from you. If despite reminder notices you do not make payment or have not contacted the school, your account may be referred to Debt Collection Agents, or external bailiffs for collection. If this happens you will incur additional costs. The school may also take legal action to recover the outstanding amount, and if a claim is issued in the County Court the school will seek interest at 8%.

1.22 Payments for Regular (Weekly) Bookings

Weekly bookings, normally for our enrichment clubs, will be invoiced monthly. The terms of the invoice will be stated on the invoice. Payment should be made by the end of each month.

If school events make the hire impossible in any particular week, the hirer will be informed and this will be deducted from the invoice for that term.

1.23 Termination of Hiring Agreement

In the event that the hirer breaches any of the **Rules of Use** or **Conditions of Hire** and particularly if they breach any Safety Regulations, then the school shall be entitled to terminate the whole of the Agreement, with immediate effect, by serving a Notice of Termination on the hirer. In the event that the school serves such a notice then the hirer shall be entitled to either the return of the hiring fees paid in advance of any cancelled sessions, or such part of these fees as the school considers reasonable bearing in mind the particular reasons for the serving of the Notice. This may, in what the school considers to be serious cases, lead to the withholding of fees by the school, following the termination of the Agreement.

The school reserves the right to cancel this Agreement should its financial position make it unable to operate the facilities to which these Rules relate

Any hirer who is dissatisfied with the termination of the Agreement may appeal, within 5 working days of service of the Notice, to the School Business Manager.

1.24 Cancellations of the Hire Agreement

In the event that the hirer intends to cancel the hire agreement, one month's notice should be applied. This should be in writing stating the reasons why the agreement should come to an end. All outstanding hirer fees must be paid in full and the hirer shall receive confirmation in writing from the school that the hire contract has come to an end.

1.25 Variations and Additional Terms of Use

No variations or amendments to the rules shall be valid unless they are in writing and signed by one or both of the hirers stated in the application.

From time to time, the school may introduce additional terms as a part of the hire agreement.

Section 2 Conditions of Hire for Kilmorie Primary School

2.1 Relevant to One-off Hirers only: THE HIRER shall pay the stated deposit and fee(s) on, or before, the date(s) shown on the Hiring Agreement and/or subsequent invoice(s). If the HIRER wishes to cancel a booking, a minimum of twenty eight (28) days notice is required. If a cancellation is received with less than twenty eight (28) days notice then 50% of the deposit will be withheld, if less than fourteen (14) days notice is given then all of the deposit will be withheld. In the event of (school) cancelling a booking in line with Rule 20 (Applying to Use the Premises - see Rules of Use above) - any deposit and fees already paid for that booking shall be refunded.

2.2 THE HIRER shall ensure that the Rules of Use for these premises are complied with and shall admit a duly authorised officer of (school), on request, at any time, for the purpose of ensuring that this is the case.

2.3 THE HIRER shall, during the period of hiring, be responsible for the structure and contents of the premises, for safety procedures and for the consequences of the acts,

omissions and behaviour of all persons using the premises in association with the HIRER (including proper supervision of car parking arrangements so as to avoid obstruction of the highway).

2.4 THE HIRER shall be responsible for obtaining any licences necessary in connection with the booking other than those already held by (school).

2.5 THE HIRER shall be responsible for observing all regulations applicable to the premises stipulated by Licensing Justices, the Fire Authority, Lewisham Council or otherwise.

2.6 The school does not accept liability for incidents arising from the activities of the Hirer, including incidents arising from the provision of equipment, materials, advice, training etc. The school deems the Hirer of the premises to be fully liable for any such incidents.

2.7 THE HIRER must indemnify the school against any third party claims or actions arising from their use of these premises. Hirers will be required to produce evidence to the school that they hold Public Liability insurance with a minimum limit of indemnity of £5,000,000. Hirers must also ensure that all participants (eg entertainers, stallholders etc) hold current Public Liability insurance in their own right.

2.8 The HIRER must hold Public Liability Insurance with a minimum limit of indemnity of £5,000,000 (Five Million Pounds). If the hirer is a private individual who might not otherwise hold Public Liability insurance, he/she can apply to the school for details of cover which may be available at additional cost. If any proposal for this insurance is accepted, the Policy will only cover the person shown on the Hiring Agreement. No other individual or group will be covered.

2.9 THE HIRER shall not sub-let the premises or use them for any unlawful purpose.

2.10 THE HIRER shall not bring onto the premises anything which may endanger the premises, their users, or any insurance policies relating to the premises.

2.11 THE HIRER shall refund school the cost of repairing any damage done or special cleaning required to any part of the premises (including their curtilage), or their contents, arising from her/his booking.

2.12 THE HIRER shall ensure that at all times during the period(s) of hire the person(s) named on the Booking Form/Hiring Agreement shall remain on the premises.

2.13 The school shall undertake to maintain the structure of the Premises and services (heating, lighting, hot and cold water, sanitation and electric sockets) in good order subject to the provisions of Clause 11 above.

2.14 HIRERS shall not advertise their use of the premises in any way other than by personal invitation **unless express permission is obtained from an authorised officer of the School.**

2.15 THE HIRER shall appoint a 'competent person' who will be responsible for health and safety duties during the designated time of hire. Such duties could include fire evacuation procedures, ensuring that portable appliance (electrical) are checked, security of the building and activity based risk assessments.

2.16 THE HIRER shall ensure that an appropriate Safeguarding Policy is in place when carrying out activities involving children and young people. Hirers who intend to regularly use the premises will be requested to provide evidence of the policy, registration licences (i.e. the Office for Standards in Education – OFSTED) and nationally recognised sport and/or martial arts coaching qualifications along with any additional documentation as required.

2.17 THE HIRER shall ensure that an appropriate safeguarding policy is in place when carrying out activities involving vulnerable adults.

2.18 THE HIRER should provide adequate first aid cover and details concerning appointed/qualified 'First Aiders' if intending to work with children and young people within the premises.

2.19 THE HIRER shall record all accidents and incidents and is expected to co-operate fully with any further investigation.

2.20 THE HIRER shall provide the appropriate means to contact emergency services and it is suggested that the hirer carry an operational mobile phone for this purpose.

2.21 THE HIRER shall ensure that all food preparation and serving is carried out in line with food hygiene regulations (if more than 5 times a month) or in a clean and hygienic environment. The kitchen provision is maintained and regularly cleaned and we cannot accept responsibility for any illnesses or other difficulties relating to food consumption on our premises.

2.22 THE HIRER shall, when requested, provide the school with information necessary for it to assess the degree to which the premises/facilities are serving a diverse range of local people.

2.23 THE HIRER in signing the hiring agreement commits to abide by the legal requirements related to SMOKE FREE LAW introduced on the 1 July 2007 and accepts the responsibility of ensuring that all users of the premises connected with the named activity shall abide by the smoking ban. Failure to comply with the law will be treated as a criminal offence and as a result of breaking the law, on the spot penalties and fines may be imposed. It may also result in your hiring agreement being terminated.

2.24 If the HIRER is in any doubt as to the meaning of these Conditions she/he should contact the School Business Manager.

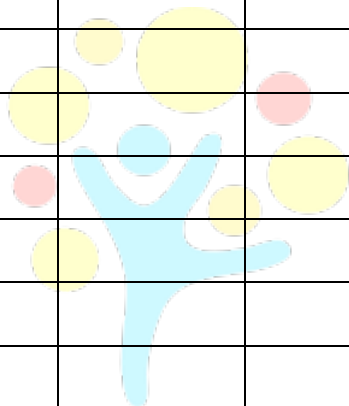
Section 3 Risk Assessment Pro Forma

Every activity or event held MUST have been assessed for risk using the pro forma below or something similar. The Risk Assessment must be submitted to the School Business Manager for review BEFORE the commencement of the activity sbm@kilmorie.lewisham.sch.uk

Event:			
Directorate/Division:	Kilmorie Primary School	Assessor:	
Date of Assessment:		Date to Review:	

Hazard(s) Identified (anything which may cause harm)	What is the Risk? Who / How are affected? (what could happen)	Existing Control Measures (current action to limit risk)	Risk Rating = Severity X Likelihood High/Med/ Low	Additional Control Measures (eliminate or further limit risk)	Remaining Risk High/Med/ Low	Action by Who	Action by when

Hazard(s) Identified (anything which may cause harm)	What is the Risk? Who / How are affected? (what could happen)	Existing Control Measures (current action to limit risk)	Risk Rating = Severity X Likelihood High/Med/ Low	Additional Control Measures (eliminate or further limit risk)	Remaining Risk High/Med/ Low	Action by Who	Action by when



KILMORIE

PRIMARY SCHOOL

Section 4 Pricing Schedule 2022/23

One off or Regular Bookings for Non-School Activities

Service or Space	Cost
Opening or Closing Building	Weekends £65 opening & closing £15 per visit
Member of Staff on Site	£25 per hour £125 per day
School Hall – Lower	£35 per hour Daily rates available – to be agreed by the Governing Body
School Hall – Upper	£35 per hour Daily rates available – to be agreed by the Governing Body
Classrooms	£20 per hour Daily rates available – to be agreed by the Governing Body
Community Room	£25 per hour Daily rates available – to be agreed by the Governing Body
MUGA 1	£35 per hour Daily rates available – to be agreed by the Governing Body
MUGA 2	£35 per hour Daily rates available – to be agreed by the Governing Body
Music Room	£25 per hour Daily rates available – to be agreed by the Governing Body
Whole School Site	£250 per hour Daily rates available – to be agreed by the Governing Body

5. KILMORIE PRIMARY SCHOOL LETTINGS INITIAL REQUEST FORM

Name of Applicant:	
Address:	
Telephone Number(s):	
Name of Organisation:	
Activity of Organisation:	
Details of Premises Requested (hall, playground, pen etc.):	
Date(s)/Days of Week Requested:	
Use of School Equipment (please specify your request):	
Details of any Electrical Equipment to be brought/used on site:	
Maximum Number of Participants:	
Age range of Participants:	
Number of Supervising Adults: https://www.nspcc.org.uk/preventing-abuse/safeguarding/recommended-adult-child-ratios-working-with-children-guidance/	
Relevant Qualifications of Supervising Adults:	
Where applicable have DBS checks been carried out? When? By whom? DBS Nos and Expiry Dates.	
Have you submitted your Safeguarding Policy and a copy of your Public Liability Insurance?	
<p><i>Dates during the year when the Hall will be unavailable due to school use or closure will be issued at the beginning of the school year in September. These dates may be subject to change, but prior notice will always be given if the premises become unavailable due to unforeseen circumstances.</i></p> <p>The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (<i>see Terms and Conditions for further details</i>).</p>	

The Hirer confirms that arrangements are in place with reference to First Aid (*see Terms and Conditions for further details*).

The Hirer undertakes to comply with the regulations regarding the use 'of own electrical equipment' (*see Terms and Conditions for further details*).

Any other relevant information:

I confirm that I am over 18 years of age, and that the information provided on this form is correct.

Signed:

Date:



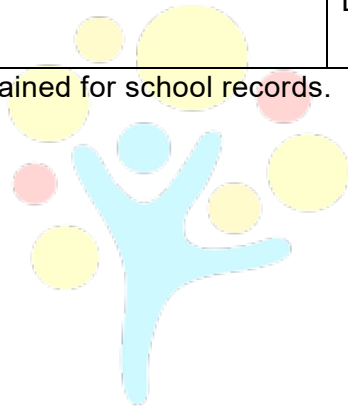
KILMORIE
PRIMARY SCHOOL

6. KILMORIE PRIMARY LETTING AGREEMENT

Letting No:	
This agreement is made between the Headteacher and Governing Body of Kilmorie Primary School and:	
Name of Applicant:	
Address:	
Telephone Number(s):	
Name of Organisation:	
Areas of the School to be Used:	
Specific Nature of Use:	
Maximum Attendance:	
Details of Any School Equipment to be Used:	
Dates of Hire:	
Periods of Hire:	
Fee (per hour or session please specify):	
<p>The Governing Body agree to hire the premises to the Hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified.</p> <p>The person/s named in this application shall be the hirer and shall be personally responsible for ensuring that these rules and conditions are complied with in all respects. I agree to abide by this contract as a whole.</p> <p>I agree to be present throughout the period of hire and shall not leave the premises until the Premises Officer or keyholder attends to secure the premises.</p> <p>I agree that the premises is not used for any purpose other than that stated in the hiring application.</p> <p>I agree to abide by the Rules & Conditions of Use for these premises and pay the hire fee plus insurance and a refundable deposit in advance.</p>	

Any other relevant information:			
I confirm that I am over 18 years of age, and that the information provided on this form is correct.			
Signed by Hirer:		Date:	
Signed by Headteacher:		Date:	

Copies to be supplied to Hirer and retained for school records.



KILMORIE

PRIMARY SCHOOL

7. Insurance for Hiring Schools, Council Buildings and Open Spaces

Details of School/Building/Open Space

Name & Address of School:

Kilmorie Primary School

Kilmorie Road

London

SE23 2SP

Telephone Number: 0208 291 1250

Contact Name: School Business Manager

Details of Hirer

Name of Hirer:

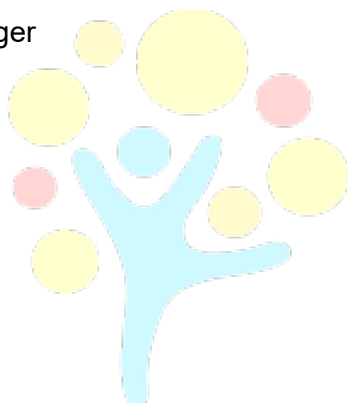
Address of Hirer:

Telephone Number:

Mobile Number:

Purpose of Hire:

Date(s) of Hire:



I confirm that I do not have the appropriate liability insurance cover for the event for which I am hiring the School and I wish to be included in the Council's insurance for the period of the hire and I agree to pay a contribution of £25.00 for this.

Signature of Hirer :

This Section to be completed by School

Method of Payment

Please charge to Code the sum of £25.00.

I understand the journal will be actioned on a quarterly basis.