

Ambler Primary School and Children's Centre

Policy Lettings

September 2014



Next review with the Finance and Personnel Committee September 2017

This plan is subject to on-going change and will be updated as and when required.

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1. Introduction

The Governing Body regards the Ambler buildings and grounds (which are owned by Islington Council) as a community asset and will make every reasonable effort to enable them to be used as much as possible.

However, the overriding aim of the Governing Body is to support Ambler in providing the best possible education and care for its children, the promotion of equality of opportunity and the community cohesion of the local area. Any lettings of the premises to outside organisations will be considered with this in mind.

2. Definition of a letting

A letting may be defined as:

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

The following activities fall within the corporate life of the Ambler. These activities are not considered to be lettings and costs arising from these uses are therefore a legitimate charge against Ambler’s delegated budget.

- i. Governing body meetings,
- ii. Extra-curricular activities for pupils organised by the school,
- iii. School performances,
- iv. Family learning,
- v. Outreach Activities organised by Ambler,
- vi. Parents’ meetings,
- vii. Meetings of the Friends of Ambler FoA),
- vii. FoA organised events,
- viii. Some services provided by partner organisations such as CEA, Islington Council, Islington Primary Care Trust, although not all activities using Children’s Centre resources e.g. Crèche,

3. Priority for lettings

The Governing Body is mindful of the needs in the local area and has carried out an assessment of local needs. This information has been used to assess the priorities for lettings.

The following lettings are especially encouraged:

- i. Lettings to ethnic minority groups such as mother tongue or supplementary schools,
- ii. Educational activities open to school pupils and their families,
- iii. Recreational activities open to school pupils and their families,
- iv. Activities organised by local community groups for the benefit of the local community,
- v. Lettings to parents attached to the school,
- vi. Lettings to people living in the school's local community,
- vii. Lettings to voluntary organisations,
- vii. Lettings to parent support groups,
- viii. Lettings to self help groups,
- ix. Faith groups,
- x. Lettings to women's groups,
- xi. Lettings to people with a disability,
- xii. Lettings to low income groups,
- xiii. Lettings to children's groups,
- xiv. Lettings youth groups,

[Insert any priorities that reflect the school improvement plan, local priorities, and results of community consultation]

The following activities are not considered to be appropriate for lettings as they are either well provided for in the local area; are not deemed to be compatible with the ethos of the school or are not able to be accommodated within the schools facilities.

[Insert any types of use that conflict with the school improvement plan, local priorities, results of community consultation. Examples given below]

- i. Commercial activities with little potential to generate income or support for Ambler,

- ii. Events selling alcohol,
- iii. Activities promoting gambling,

4. Types of lettings

The Governing Body has agreed to define lettings under the following categories:

- i. **School/ Children's Centre Lettings** - for activities for pupils or their parents and carers that provide educational benefit to pupils, which the school wishes to subsidise,
- ii. **Community Lettings** - for other community activities which should be made on the basis of full cost recovery,
- iii. **Commercial lettings** - will be charged on a cost plus an income margin for Ambler Refer to charging policy.

5. Charges

The Governing Body is responsible for setting charges for the letting of the school premises. These are set out in the Schedule of Charges for Community Use, Annex 7.

The scale of charges will be reviewed annually by the Governing body for implementation from the beginning of the next financial year, with effect from 1st April of that year. Details of current charges will be provided in advance of any letting being agreed.

For the purpose of charging, the Headteacher, Head of Children's Centre and Business Manager are empowered to determine to which group any particular individual or organisation belongs. They are also able to offer any discounts or agree a subsidy for any lettings, as they deem appropriate. The basis of charging will be determined by the purpose for which a letting is arranged.

Ambler is constrained by law to apply value added tax to all transactions where this is appropriate. .

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

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

6. Letting times, available times and equipment

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

Variations to these facilities and times will be subject to the approval of the Headteacher, Head of Children's Centre or Business Manager.

6.1. Times

- i. 8am to 6pm
- ii. Monday to Friday
- iii. Saturday and Sunday (site management charge)

6.2. Facilities

- i. Training Room,
- ii. Crèche,
- iii. Consultation Room,
- iv. Outreach communal area,
- v. Specific Rooms converted for use and let to a specific group e.g. North Islington Zone,
- vi. Hall,
- vii. Classroom (by agreement)

6.3. Equipment

- i. Tables and Chairs,
- ii.. Crèche equipment and Staff,

7. Conduct of Users

This is set out in the Terms and Conditions for use of Ambler premises, Annex 2.

8. Security

The Head teacher 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.

9. Management of lettings

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

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, he will consult with the Chair of the Services and Communications Committee or Chair of Governors.

An Annual report on lettings will be made to The Governing Body and will include information on users, finances, incidents and accidents, enquiries, and any lettings refused.

10. Considering Applications for lettings

Organisations seeking to hire the school premises should approach the Business Manager, Assistant Head of Children's Centre or Head of Children's Centre. Details of charges and conditions of use should be given or referred to.

An Application Form, Annex 1, should be completed at this stage. A record of all enquiries should be kept on file.

The Headteacher, Business Manager or Head of Centre will decide on the application with consideration to:

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

11. Issuing a lettings contract

Once a letting has been approved, a letter of confirmation will be sent to the hirer, enclosing a copy of the terms and conditions and the Lettings Contract.

The Lettings Contract and Terms and Conditions should then be signed and returned to the Ambler. The school shall be in receipt of these signed copies before a letting takes place.

The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges. We will seek payment in advance in order to reduce any possible bad debts and or a deposit to cover damage. A guarantee card should support cheques wherever possible.

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

The Headteacher on behalf of the Governing Body has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given in writing and payment received in full. The reason for refusals should be recorded on the bottom of the application for lettings form and fully explained to the enquirer.

Box 2. (One off bookings)

Date of Booking	Facility	Time
<i>E.G. Saturday May 2014</i>	<i>Sports Hall</i>	<i>11:30 – 16:30pm</i>

1. What will the facilities be used for?

.....

2. Please can you complete the following table, so that we can monitor attendances more accurately?

<u>Day</u>	<u>Activity Area</u>	<u>No. under 5 years</u>	<u>No. of Adults</u>	<u>Male %</u>	<u>Female %</u>
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Saturday					
Sunday					
Total					

3. Will you personally be present throughout the period of time? Yes No

4. If the answer to question 3 is 'No' please state the name and address of the person who will be present and responsible for observance of the terms and conditions throughout the hire period.

Name:

Position in Organisation/ Group:

Address:

Post Code:

Telephone:

5. Have you received, or will you receive any fee, payment or reward in respect of your services in connection with this application?

Yes No

If your answer to Question 5 is yes please what it is.

6. Do you require refreshments for this function?

Yes No

If your answer to Question 6 is yes, please state what you will require, and what times you will require them

.....
.....
.....

7. Do you require any equipment? e.g. audio-visual aids, TV, Flip chart, etc

Yes No

If your answer to Question7 is yes, please state what you will require

.....
.....

8. Please list/draw your setting up / equipment / layout requirements.

9. Please state any other information that will help us to ensure your hire is successful? (Please inform us if you require assistance due to special needs)

.....
.....
.....
.....

I certify the above is true and I agree to comply with the attached general 'Terms and Conditions' which I have carefully read and in particular I undertake to ensure:

- a) That the maximum numbers admitted to the hired area(s) will not exceed the total given in question 2 above.
- b) That the hired area is left in a clean and tidy state. That any damage is reported immediately to staff.
- c) That the booking finishes at the time specified in the application.

I understand that if any of the general 'Terms and Conditions' are not complied with Ambler may in its absolute discretion forfeit the whole or part of any payments paid, without prejudice to the right of Ambler to recover damages from the hirer I respect of any claim arising out of the hiring.

Signature:

Name of applicant:.....

Name of Organisation:

Contact telephone number:

Date:

A completed application form does not constitute a confirmed booking.

Annex 2- Terms and Conditions of Hire



Terms and Conditions of Hire

Name of hirer:	
Name of organisation:	
Facility to be hired:	

1. **APPLICATIONS**

Completion of Application Form

- 1.1 The relevant application form should be fully completed and returned to the School Business Manager at Ambler.
- 1.2 The person signing the application form, 'the hirer' must be over 18 years of age and will be responsible, on behalf of his/her organisation or group, for complying with all conditions and regulations, and any instructions given by Ambler.
- 1.3 The accommodation shall only be used for the purposes stated on the application, and within the hours agreed in the lettings agreement issued by Ambler. The hirer shall be responsible for ensuring these conditions of occupation are observed.

Status of Initial Application

- 1.3 Once the completed application form has been received by the School Business Manager, the booking becomes provisional.

Change of Hirer Details

- 1.4 If the hirer changes address or telephone number prior to the date of hire, the hirer must notify the School Business Manager as soon as possible.

Regular bookings

- 1.5 Regular hirers must confirm in writing 28 days before the commencement of the next quarter's period (Confirmation dates: 1st December, 1st March, 1st June and 1st September) if they wish to cancel all or any of their bookings. If cancelled or amended booking times not are confirmed by these dates the club or association will be invoiced for this hire and liable for payment of the hire until points 5.4, 5.5 and 5.6 concerning cancellation by the hirer are fulfilled. Ambler has the right to cancel or amend any hire times for regular

bookings during the year. A returnable deposit against damage shall be paid upon request.

One-off bookings

- 1.6 Applications for short term and one-off bookings must be confirmed in writing and can only be secured by full payment in advance (plus receipt of any insurance indemnity certificates that are required). A returnable deposit against damage shall be paid upon request.

Confirmation of Booking

- 1.7 Ambler will confirm whether the booking is acceptable as soon as possible via letter.
- 1.8 Ambler may refuse any application for hire without giving reasons.

2. ACCEPTABLE BOOKINGS AND ACCEPTABLE USE OF AMBLER FACILITIES

Acceptable Bookings

- 2.1 The hirer shall not allow the use of obscene or profane language, including discrimination in terms of gender, sexual orientation, marital status, race, colour, nationality, ethnic origin, creed, disability or age. The hirer shall also not permit any drunken disorderly or otherwise undesirable person(s) to enter or remain on the premises. Priority will always be given to partner organisations.
- 2.2 No bookings will be agreed where the nature of the booking will or is likely to cause damage to Ambler's facilities.

Acceptable Use of Ambler's Facilities

- 2.3 The hirer shall ensure that no nuisance is caused to local residents or other users of the facilities during the period of hire and on arrival at or departure from Ambler.
- 2.4 The hirer shall not sell or supply to other persons any goods of any description unless previously approved by the Headteacher.
- 2.6 The hirer shall not bring into Ambler any dangerous or hazardous substances.
- 2.7 The televising, radio broadcasting, photographing or filming of an event shall not be permitted without the prior written consent of Ambler.
- 2.8 The playing of recorded or live music without appropriate licenses is prohibited.
- 2.9 The consumption of alcohol is prohibited within the Ambler, unless approved the Headteacher prior to the hire. Illegal drugs are not to be brought onto or consumed on the premises.

- 2.10 The hire shall ensure that all accommodation is left in a clean and tidy condition at the end of the letting. Using litter bins and recycling facilities as appropriate will help with this.
- 2.11 The hirer shall comply with any reasonable instructions given by the Headteacher, Head of Children's Centre, Business Manager or other member of Ambler staff.

3. PAYMENT

Booking Process

- 3.1 Once a completed application form has been received, the hirer's booking is provisional and still subject to Ambler confirming the booking is acceptable.
- 3.2 The booking becomes confirmed when payment is received and Ambler has confirmed in writing that the booking is acceptable.

Invoice Process and Payment

- 3.3 Invoiced bookings are to be paid 14 days after confirmations and invoices have been raised.
- 3.4 Ambler will issue an invoice requesting payment within 14 days. Full payment has to be made prior to the event. In the case of Ambler receiving cheques full payment has to be made one week prior to the event.
- 3.5 For regular hire invoiced bookings we may consider an alternative payment arrangement. Ambler reserves the right to cancel this alternative arrangement and revert to the 14 days payment after invoicing if a hirer is not adhering to payment arrangements.
- 3.6 All invoices outstanding after the 30 days credit period would be liable to a late payment charge.
- 3.8 Payments can be in any of the following forms
- An instalment plan which should be completed 30 days after invoicing.
 - A cheque payment should be payable to 'Ambler School'
- 3.9 Post dated cheques will not be accepted. Clients/customers would be liable to charges levied for their bounced cheques.
- 3.12 Generally hourly hire charges are reviewed annually and that effect as from the 1 September each year. Ambler reserves the right to review and amend the charge at any time. Ambler will give hirers 28 days of any changes in writing, wherever possible.

4. PENALTIES AND CHARGES FOR LATE OR NON PAYMENT

Late Payments

- 4.1 Late payments will attract a monthly charge of 5% interest rate on the amount outstanding. Ambler reserves the right to cancel all future bookings and deny hirers access to Ambler's facilities, if the agreed payments have not been made and outstanding amounts are owed.

Non Payments

- 4.2 Ambler will seek to recover all outstanding amounts owed and will commence legal proceedings if this is considered necessary to recover outstanding amounts owed. After one month of defaulting on amount outstanding, clients would be barred from the site and commence legal proceedings.
- 4.3 Ambler does not accept responsibility for the hirer failing to submit the application form, payment or notice of cancellation by the due date.

5. CANCELLATIONS

Cancellations by Ambler

- 5.1 Ambler reserves the right to cancel any booking at any time, without compensation of loss of income. Ambler will endeavour to give as much advance notice as possible of any cancellation. The hirer will not be charged if the whole hire is cancelled.
- 5.2 Ambler will not be liable for any expenditure incurred or loss sustained directly or indirectly by the hirer or any persons affected by the cancellation or closure of Ambler; apart from any pre-paid hire charges that that period.
- 5.3 Bookings will be cancelled by Ambler with charge if a valid indemnity certificate is not made available.

Cancellations by the Hirer

- 5.4 Any cancellation by the hirer shall be in writing addressed to the School Business Manager and must be received no later than 28 days before the hire date.
- 5.5 The hirer will be exempt from paying the hire charge, if the cancellation notice is received at least 28 days before the hire date.
- 5.6 No refund will be available for cancellations of bookings where:
- the cancellation is made less than 28 days before the hire date
 - Ambler are unable to secure alternative booking arrangements
 - It becomes apparent to Ambler that the booking is different in nature to the booking originally made and the 'new' booking is deemed to be unacceptable to Ambler (in terms of not complying with conditions 2.1 – 2.9 above).

- 5.7 Hirers need to be aware that cancelling any bookings during a regular booking period may effect their ability to claim VAT relief and that period of hire may be re-invoiced including the charge of VAT.

Other mitigating circumstances

- 5.7 In the event of unforeseen circumstance, an emergency or evacuation of the activity area or facility for 30 minutes or more of that hire period, a refund of 50% will be given for the hiring time that is lost.

6. INDEMNITY (INSURANCE)

- 6.1 The London Borough of Islington and Ambler 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 hirer shall be liable for and shall indemnify Ambler at a minimum limit of £5 million, against any expenses liability claim or proceeding whatsoever arising under any statute or common law, in respect of personal injury to or the death of any person whomsoever, and damage whatsoever to any property real or personal insofar as such injury death or damage arising out of or caused by the use by the hirer provided that the hirer shall not be liable for injury, death or damage resulting from the negligent acts of Ambler, its servants or agents.

- 6.2 A valid indemnity certificate must be produced where necessary before any booking commences. It is the responsibility of the hirer to provide a copy of the renewal indemnity certificate annually or when necessary. Bookings will be cancelled with charge if a valid indemnity certificate is not made available.

- 6.3 Third party property is not insured by Ambler.

7. DAMAGE OR LOSS TO AMBLER PROPERTY OR EQUIPMENT

- 7.1 The hirer shall ensure equipment at Ambler, or property belonging to Ambler, is left in a clean, tidy and orderly condition.
- 7.2 The hirer shall take reasonable care of and shall not allow or cause damage to the building or its contents. The cost of any damage incurred by the hirer (or any resulting injury caused by that damage) shall be the responsibility of the hirer and must be paid for in full.
- 7.3 Any equipment hire costs, to replace items damaged by the hirer whilst repairs are made, shall be charged to the hirer.
- 7.4 Any damage occurring during the hire period must be reported by the hirer to the Premises Manager. It is the responsibility of the hirer to check and report any damage before the commencement of their activity.

8. DAMAGE OR LOSS TO THE HIRER'S PROPERTY OR EQUIPMENT

- 8.1 Hirers wishing to store property within the facility(s) they hire, must get written approval via the Headteacher and they must provide a full list of all items they

wish to leave. These items are left at no risk to Ambler and the hirer must take full responsibility for any loss, damage or theft, however caused to their property. Ambler has the right to remove or discontinue any storage agreement at any time.

- 8.2 Any electrical items must be tested at least once a year to ensure the items are safe to use. Ambler can arrange for electrical testing at a cost to the hirer.

9. EQUIPMENT SET UPS AND SET DOWNS

- 9.1 Ambler staff will prepare the activity area, for regular bookings, before (where possible) or at the start of the hire time.
- 9.2 The hirer of will be responsible, within their booking time, to set up and clear away the area. The hirer must indicate at the time of hiring whether they require the assistance of Site Management Staff. A charge may be incurred.
- 9.3 All items of equipment being brought into Ambler must receive prior agreement from the School Business Manager.

10. SUPERVISION OF THE HIRER'S ACTIVITIES

- 10.1 The hirer will be responsible for the administration, organising and running of the event relating to the hire.
- 10.2 The hirer will be responsible for the supervision of all participants, officials and spectators.
- 10.3 The hirer will be responsible for ensuring that the hire venue (including changing facilities, and toilets where appropriate) are left in a tidy and secure condition.

11. PERSONAL PROPERTY

- 11.1 All properties and effects left at Ambler and belonging to the hirer or members of the hiring group, including opposition teams, will be left at the hirer's own risk. Such properties and effects must be removed at the conclusion of the hire period.

12. SUB-LETTING

- 12.1 The hirer shall not cause or allow the hire venue to be used for any purpose other than that for which it is hired. The hirer shall not sub-let or assign the hire.

13. ACCIDENTS AND FIRST AID

- 13.1 The hirer is responsible for the Health and Safety of their customers and are required to provide reasonable first aid. The hirer must notify Ambler staff immediately of any accident or personal injury sustained to members of the hiring group during the course of the hire period. This should be done in person and may require the applicant telephoning the Headteacher or Site

Manager. The hirer will be responsible for reporting when necessary to the Health and Safety Executive any accidents, dangerous occurrences or near-misses that arises from activities that it organises.

14. HEALTH AND SAFETY

14.1 The hirer shall be required to take precautions necessary to ensure the safety of those attending the function, including ensuring the means of escape from fire are not blocked or impeded.

14.2 Hirers 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.

15. GENERAL CONDITIONS

15.1 Smoking is strictly prohibited at Ambler.

15.2 Chewing gum is strictly prohibited at Ambler.

16. TERMINATION

16.1 Ambler have the right to terminate, without notice, any hire which does not conform to the above terms and conditions or does not operate to the standards which, in the opinion of the Ambler, are safe and proper. The decision of Ambler in this respect is final.

17. DECLARATION

Name:

On behalf of: (Club/Organisation)

I undertake to comply with the conditions detailed above. I have retained one copy of these terms and conditions, and returned a copy to the School Business Manager, having duly read and understood the terms and conditions as they relate to my club, organisation or hiring group.

Your hire will be cancelled, without notice, if Ambler do not receive a signed 'terms and condition of hire' form or you are found not complying with the terms or conditions.

Signed:

Date:

Position held:

Annex 3- Lettings Contract

Dear *[insert name]*,

RE: Lettings Contract for hiring facilities at Ambler School and Children's Centre

The Governing Body has approved your application for the use of the premises at Ambler on *[insert date]* between the hours of *[insert start time]* of *[insert end time]*. This use is for *[insert nature/ name of event]*, the facilities you have permission to use are:

- *[List all accommodation including access to toilets, first aid, reception as appropriate],*
- *[List all equipment]*

All other facilities and equipment are not to be used without prior permission.

The following special arrangements apply *[insert any special requirements relating to setting out the room, caretaking, cleaning etc]*.

The use of the premises is subject to the terms and conditions of use.

Yours faithfully,

Please sign below to confirm receipt of this Lettings Contract:

Name:.....

Position in Organisation:.....

Date:.....

Annex 4- Lettings enquiry letter

Dear *[insert name]*,

RE: Enquiry for hiring facilities at Ambler School and Children's Centre

Thank you for your interest in hiring facilities at Ambler, I enclose a copy of Ambler's lettings pack containing:

- Ambler's Letting Policy,
- A Booking Form,
- The Terms and Conditions of use,
- Schedule of Charges,
- Risk Assessment Form,
- Ambler's Equal Opportunity Policy,

We recommend that you follow the process below, when planning and preparing to hire facilities at Ambler:

1. Read through the Schedule of Charges, Terms and Conditions and Booking Form,
2. Complete the Booking Form and send it to Ambler to request a booking,
3. *Ambler will notify you the booking has been approved and sends an invoice (If your booking has not been approved you will be informed in writing),*
4. Complete a Risk Assessment of the activity/s,
5. Check or take out an insurance policy to cover the activities,
6. Send Ambler copies of :
 - Child Protection Policy and/or CRB forms, as appropriate,
 - Insurance Certificate,
 - Copy of any licences required,
 - Payment of invoice,
7. *Receive a Signed Lettings Contract from Ambler,*
8. Attend induction into Fire Procedures,
9. Inform attendees of Fire Procedures and terms and conditions of use.

If you would like to proceed with a booking please complete and return the Booking Form as soon as possible so that we can begin to process your application.

Yours faithfully,

Annex 5- Lettings Checklist for School staff

Procedure:

1. Send enquiry pack with covering letter, schedule of charges, terms and conditions and booking form etc,
2. Completed Booking Form received by Ambler,
3. Assess the suitability of the activity, hirer etc,
4. Check availability of the premises/ equipment,
5. Ambler completes a draft Risk Assessment for the activity and ensure all risks can be covered,
6. Check availability of Site Manager/s and agree booking with them,
7. Calculate the cost of hire,
8. Take up references (where appropriate),
9. See a copy of the Child Protection Policy and/ or CRB checks and Safe Recruitment Procedures as appropriate for all organisations providing services to children.
10. Check Hirers Insurance documents,
11. Book letting into calendar with hirers name and contact number,
12. Send confirmation of booking and Invoice,
13. Deposit/ payment received,
14. Issue Lettings Contract and receipt for payment,
15. Induct Hirers into fire procedures etc and ensure that they have Risk Assessments in place,
16. Re-check booking in diary, and arrangements with other staff and Site Manager/s,
17. Check that the payment appears on the Ambler Bank account and record separately on the Ambler Finance system,
18. Return deposit if necessary,

