

May 2024 (still to be ratified by Governors)



Brookland Infant and Nursery School Letting/Hirers Policy

1 Introduction

Under section 42 of the Education (No 2) act 1986 the use of all county school premises outside of school hours is under the control of the governing bodies subject to any direction given to them by the Local Authority (LA). In exercising control governing bodies are required to have regard to the premises being made available for community use.

Governing bodies, therefore, have authority to hire their premises and set their own charges. Any surplus from these hirings accrues directly to the school.

The education of children is the prime purpose of our school, and any lettings of the premises to outside organisations will be considered with this in mind.

Our lettings policy operates within the framework of the London Borough of Barnet Equal Opportunities Policy. The Sex Discrimination Act 1985 and the Race Relations Act 1976 apply throughout this policy and will be adhered to at all stages of our lettings procedures.

Having regard to our duty under the Race Relations Act 1976 (but without prejudice to our duties under the Representation of the Peoples Act 1983) the Governing Body will not let the school premises to organisations whose purpose is, amongst other things to encourage racial discrimination and/or harmony between persons of different racial groups, or are otherwise involved in activities prejudicial to good race relations.

In deciding whether or not to let our premises the Governing Body will also have regard to the likelihood of any damage being caused to the premises, or neighbouring premises, and any nuisance that may arise, as a result of accepting the booking.

We will consider letting to any group / individual able to comply with the terms and conditions outlined in this policy. These terms and conditions will be given with all application forms.

The final decision on compliance lies with the Governing Body.

2 Organisation and Responsibility

2.1 Governing Body

- Responsible for reviewing the Lettings Policy annually as part of the FMP
- To set and ratify the Lettings Policy
- Setting the terms and conditions of hire
- To set the scale of charges
- To review the scale of charges annually as part of the FMP
- Write off bad debts
- Mediate in disputes

2.2 Headteacher / Deputy Headteacher

- To review the Lettings Policy annually as part of the FMP
- Review scale of charges annually as part of the FMP
- To chase outstanding debts
- To approve bad debts
- To authorise Caretakers' Overtime
- To authorise refund cheques for deposits / indemnities / cancellations
- Review reports for profit and loss
- Ensure LA insurance repaid to the Authority (year end)
- Mediate in disputes

2.3 School Business Manager/School Administrator

- Responsible for preparing and monitoring profit and loss
- Send a lettings long term agreement with terms and conditions of hire to the prospective hirer
- Ensure appropriate Public Liability Insurance is levied. Where the hirer has
 - their own Public Liability Insurance, ensure they have sufficient cover (ie £2,000,000) and a copy of their policy is kept on file
 - Ensure VAT guidelines are followed
- Advise cost of hire with prospective hirer
- Update the Lettings Diary or lettings list for long term regular lettings
- Request deposits where necessary
- Raise a pre-numbered Invoice, collect and bank income
- Issue receipts and keep a copy in lettings file
- Chase payment prior to letting
- Ensure terms and conditions are adhered to
- Prepare relevant paperwork for cancellations of lettings and approve refund of payment
- Prepare relevant paperwork and approve refunds of deposits / indemnity deposits

2.4 Caretaker

- Investigate initial enquiry to ensure booking is suitable liaise with SBM
- Keep an up-to-date lettings diary Liaison with School Office
- Supervision of the let
- Completion of overtime sheet for additional cleaning and duration of letting if above 36 hours

3 Use of the Premises

The hirer/organisation shall only use the accommodation for the purpose stated and shall have a designated person in charge at all times. This person must make themselves known to the caretaker on duty upon arrival at the school.

Premises must be completely vacated and left clean and tidy by the finishing time of the proposed booking.

The hirer shall not unreasonably offend neighbouring residents by parking cars in the vicinity and agrees that, upon request by the duty caretaker, he/she shall arrange for offending cars to be moved.

In the event that the duty caretaker has to do additional cleaning this will be charged for an additional 1 hour of the cost agreed

The hirer will be given a full set of the terms and conditions

4 Booking Procedure

The initial lettings enquiry is passed onto the caretaker to confirm that the booking is appropriate.

The caretaker passes the information to the SBM/School Administrator who prepares the following paperwork:

Single let: An invoice is sent requesting a minimum deposit of £25 or 10% of the full amount (whichever is greater) if more than one month before the date of the letting or full payment if less than month to letting.

Block Booking: An invoice is sent requesting payment in full at the start of each term. Further invoices are sent at appropriate intervals (monthly/termly) listing dates of the block booking. Payment terms are invoices to be paid within 30 days of issue.

By signing agreement, the person signing is acknowledging and agreeing to adhere to all terms and conditions for the use of school premises.

The booking dates are listed in the lettings diary which is kept in the finance office and on the electronic online lettings calendar.

The bottom part of the invoice is the hirers receipt. A copy of the receipt is kept with the original numbered invoice.

The caretaker reports to the SBM/School administrator on completion of the letting, advising of any additional costs or credit required. On completion of the letting, any indemnity deposit charged is refunded.

The caretaker completes the overtime claim forms on a monthly basis. These are authorised by the Headteacher or Deputy Headteacher. Copies of the caretaker's overtime claim forms are filed with the paperwork.

5 Payment Procedures

Payment for accommodation is to be paid in full within 30 days of the issue of the invoice. Failure to pay the invoice and returnable deposit may result in the application for the let becoming void.

An indemnity deposit of £100 for single bookings, made directly with the school, will be levied and will be returnable after the let provided that there is no damage and there is no necessity for additional cleaning. In the event of either damage or additional cleaning, an invoice will be raised and the amount taken from the indemnity deposit. The balance of the deposit will be refunded to the Hirer by cheque or in the event of neither the amount of the indemnity will be refunded in full.

6 Public Liability Insurance

Hirers will have an option to purchase public liability insurance from the LA which will cover against third party claims for personal injury and damage to property. This will be charged at 10% net. If a hirer wishes to have his/her own insurance it must be for a minimum of £2,000,000 and must also cover for damage. A copy of the policy must be supplied which will be held in the school office together with the invoice and any other documentation

At the end of the financial year, a cheque will be drawn for the money collected towards public liability insurance and sent to the Insurance Department in Barnet.

7. Safeguarding

The school will ensure that appropriate safeguarding arrangements are in place when letting school premises or facilities that involve work with children. Organisations submitting a lettings request involving working with children and/or young people will submit a copy of their current safeguarding policy.

Where the hiring of school premises or facilities for work with children (regardless of whether the children are on the school roll) is directly supervised or managed by school staff, the hirer will abide by the school's safeguarding arrangements.

Where the services are provided separately by another body, the school will seek assurance that the body concerned has the appropriate safeguarding procedures in

place. The school will inspect the provider's safeguarding policy prior to the commencement of the letting.

Hirers will be expected to adhere to the DfE's '[After-school clubs, community activities and tuition: safeguarding guidance for providers](#)'.

Failure to comply with the school's safeguarding conditions will lead to the termination of the hire agreement.

Any safeguarding-related allegations against organisations or individuals who have hired the school premises will be managed by the headteacher.

All hirers will state the purpose of the hire.

Each application will be vetted by the DSL and any concerns will be reported to the governing board. An application will not be approved if the hirer's purpose contravenes the statutory Prevent duty.

If any members of staff have concerns regarding the purposes for which the hirer is using the facilities, they will contact the headteacher immediately.

Where an individual group is found to be promoting views in contravention of the school's Prevent duty, this will be managed in line with the school's Prevent Duty Guidance policy.

If hirers have any safeguarding concerns about children then they must alert the school's DSL – Brenda McCafferty and in the absence of the DSL, child protection matters will be dealt with by the Safeguarding Team: Amy Simpson, DHT or Alison Gross, Inclusion Leader. All DSLs are contactable through the school office. Infants: 020 8346 6824, office@brooklandinf.barnetmail.net.

If you have a concern about the conduct of an adult then tell the DSL and contact the Local Authority Designated Officer (LADO) through the Multi Agency Safeguarding Hub (MASH) on 020 8359 4066 during office hours. Call Barnet if out of hours 020 8359 2000 and ask for duty social worker or call 101 for local police. NSPCC are also able to respond to urgent concerns 0808 800 5000.