

St John's Upper Holloway CE Primary School



Policy for lettings November 2021

Date: November 2021

Review: November 2023

Our Vision

Jesus said: 'Love each other as I have loved you'. John 15:12

As we are loved, so we shall love.

As we are taught, so we shall teach.

As we are nurtured, so we shall flourish.

Our Mission

St John's is a small, caring Church of England Primary School. It is committed to supporting our pupils to be happy, successful and fulfilled throughout their lives. We believe that everyone is unique and valued by God. We aspire to be a high achieving school that provides an outstanding education:

- ❖ promoting the highest standards of teaching and learning, with excellent leadership
- ❖ being inclusive, celebrating diversity and valuing all religions, faiths, cultures and backgrounds
- ❖ providing a rich and stimulating curriculum that will inspire and challenge
- ❖ being a happy, healthy and safe place
- ❖ providing excellent care, guidance and support with a strong partnership between school, parents and the community.

We seek to promote six Christian values of creativity, thankfulness, truthfulness, friendship, perseverance and courage, each linked by our core value of love. We believe these help to prepare our children for a successful and fulfilling life, so being:

- ❖ considerate and respectful with excellent manners
- ❖ confident, happy, independent and self-motivated
- ❖ co-operative and collaborative
- ❖ honest and trustworthy
- ❖ resilient, hardworking and determined
- ❖ highly principled with moral, spiritual, cultural and social awareness, including shared British Values.

1. Introduction

The Governing Body regards the school buildings and grounds (which are owned by **Trustees of St John's School**) 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 the school in providing the best possible education for its pupils, 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. If an organisation wants to hire the space for teaching purposes, it will need to provide an overview of what is being taught in order that it is in line with our school vision and values as well as promoting British values. In the interests of keeping children and adults safe, organisations seeking to hire the school premises will also need to provide copies of their health and safety and safeguarding/child protection policies. It will also need to provide evidence that it has followed safer recruitment practices and staff have the requisite DBS checks.

2. Definition of a letting

A letting may be defined as:

“Any use of the school buildings and ground by parties other than the school 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 school. These activities are not considered to be lettings and costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

- Buzz Club
- Breakfast Club
- Governing body meetings
- Extra-curricular activities for pupils organised by the school
- School performances
- Family learning
- Parents' meetings
- Meetings of the PTA
- PTA organised events
- Services provided by partner organisations such as Islington Council and Islington Primary Care Trust.

4. Priority for lettings

Consideration will be given to all applicants, but Head Teacher the Governors reserve the right to refuse applications for use of St John's Upper Holloway Schools' premises.

5. Charges

All fees and hire charges will be paid to the school; all communications and negotiations regarding bookings will be conducted through the School Business Manager.

6. Commercial Lettings

Facilities	Charge per hour
Main Hall	£30.00
Outdoor Sports Area	£25.00
Classroom	£10

The school will offer discounts to Community Groups

7. Accessibility

St John's Upper Holloway School is fully committed to the responsibilities placed on schools in the **Special Educational Needs and Disability Act 2001**.

St John's Upper Holloway School will consider the needs of all people in school including:

- Pupils who may be disabled but not have a statement of special educational need, nor be on any stage of special needs assessment
- Teachers and other school staff
- Governors
- All visitors to school

St John's Upper Holloway School will ensure that wherever practicable, reasonable adjustments are made for disabled pupils, staff and external users of school facilities.

8. Invoicing

Block bookings will be invoiced on a monthly basis. Payments for One-Off bookings should be made prior to or at the time of the hiring. Bookings will only be confirmed on prior receipt of £50 deposit made payable to St John's Upper Holloway C of E Primary School (refundable when the block booking ceases, or after the 'one-off' event has taken place). Hirers may pay by bank transfer or by cheque by arrangement with the Business Manager.

9. Complaints

Any complaints should be notified to the Head Teacher in writing as soon as possible and within seven days of any incident and the complaint will be investigated in line with the School's Enquiries and Complaints.

10. Cancellations

The school reserves the right to cancel a letting:

- On occasions the school needs to use its own facilities at times which may clash with bookings. In this event the school shall give a minimum of two weeks' notice to the hirer and seek to offer alternative accommodation/facilities;
- If there is a breakdown to any of the facilities required for their particular lettings, the school will not charge and will not accept any liability.
- The school reserves the right to cancel any booking with immediate effect where the hirer is in breach of the terms and conditions of this Lettings Policy and any sums paid by the hirer shall be forfeited.

11. Alterations

You must not make any alterations to the school or any other part of the building or grounds in which the school is contained without prior written consent. This includes screwing or nailing anything to any part of the school, and fixing or taping anything to the floor of the school.

12. Licences

You shall be responsible for obtaining all licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other bodies in connection with the hiring of the school for your specific use. You indemnify School Space and the school against the consequences of your failure to do so.

13. Insurance

If appropriate, you are advised to have adequate Public Liability Insurance in place for use of the school and you must produce up to date evidence of such insurance to us when requested by us. You must ensure that you have informed your insurer that you are hiring a school facility.

14. First Aid

You must provide your own trained first aid cover, suitable and sufficient to the number and age of attendees. Access to a telephone within the school is restricted. In the event of any emergency it is your responsibility to have in your possession a working, fully charged mobile phone to contact emergency services, next of kin or any other relevant persons or body.

15. Sale of Goods

15.1 Unless otherwise agreed, you must not use the school for any auctions sale, trade, business or manufacture of goods.

15.2 You must not use the school for any illegal or immoral act or purpose.

15.3 We reserve the right to cancel this Agreement with immediate effect where such use is taking or is intended to take place without having to refund any costs incurred by you, to you

(including any deposit or damage deposit).

16. Gaming, Betting and Lotteries

You shall ensure that nothing is done at or in relation to the school in contravention of the law relating to gaming, betting and lotteries.

17. Promotional Materials

17.1 You are responsible for all publicity and promotion of your event at the school.

17.2 Promotional Materials must not include promotion of alcohol, smoking or gambling.

17.3 You must not use our name or logos, or those of the school, in any promotional material relating to your event without prior written permission (which may be conditional upon us approving the material in question before you use it).

17.4 Your hiring of the school does not constitute an endorsement by the school of either you or the subject matter of your reason for hire of the school.

18. Food and Drink

18.1 If you have specified on the Booking Form that you will be preparing, serving or selling food at the school, you must observe all relevant food and hygiene laws and regulations.

18.2 If you have specified on the Booking Form that you will be using your own caterers at the school during the event, you must ensure that the caterers comply with all relevant food and hygiene laws and regulations. You must also ensure that any leftover food and/or drinks and/or crockery and/or rubbish is removed from the school and the school is returned to the condition in which you found it on arrival at the school.

19. Children

You shall ensure that you have adequate child protection policies and procedures in place, including those under the Prevent Duty. You must also ensure that you and any and all other persons likely to have contact with the children have obtained enhanced Disclosure and Barring Service checks, and all other necessary checks, prior to the event taking place.

20. Animals

You shall not allow any animals, other than guide dogs (with prior notification), to be brought into the school without prior written consent from us.

21. End of Hire

21.1 You shall ensure that the school is vacated at the time specified on the Booking Form under "access required until". If you or any of your guests or attendees have not vacated the school or

any other part of the building or grounds in which the school is contained, we reserve the right to make an additional charge.

21.2 You are responsible for leaving the school and any other part of the building or grounds in which the school is returned to the condition in which you found it on arrival at the school. If you fail to do this, we reserve the right to make an additional charge.

22. Termination

22.1 If applicable and without prejudice to clauses 17.2 and 17.3 below, this Agreement may be terminated in accordance with our cancellation policy.

22.2 For the avoidance of doubt, we retain the right, in our absolute discretion, to refuse or cancel a booking at any time if the reason for hire or subject matter to be discussed or promoted at the event is something to which the school itself would, or does, reasonably object to.

22.3 Either of us can terminate this Agreement if the other is the subject of a bankruptcy order (or the equivalent in any other jurisdiction) or the other becomes insolvent or makes any arrangement or composition with, or an assignment for the benefit of, its creditors or if any of its assets are the subject of any form of seizure. If either of us is a company, the other can terminate this Agreement if the company goes into liquidation, either voluntary or compulsory, or if a receiver or administration receiver or administrator is appointed.

23. Liability

23.1 During the period of hire, you shall be responsible for all damages (including accidental damage), losses (including consequential losses), claims and costs arising out of your use of the school and you shall indemnify us and the owner(s) of the school from and against any damage (including accidental damages), expense, liability, loss suffered by the owner (including consequential loss), claim or proceedings arising out of the course of or caused as a result of the hiring of the school or breach of the terms of hire. For the avoidance of doubt the owner shall be entitled to enforce this particular clause.

23.2 For the avoidance of doubt, you are entirely liable and responsible for both you and your attendees (and yours and their property) at all times whilst you are at the school and in any other part of the building or grounds in which the school is contained.

23.3 Nothing in this Agreement shall be construed as restricting or excluding our liability for death or personal injury resulting from our negligence or for fraud.

23.4 Our liability to you under this Agreement shall not exceed the amount paid by you for hiring the school for specific event.

24. Force Majeure

We may cancel any Agreement if the school is, or if any part of the building or grounds in which the school is contained is, rendered unfit or becomes unavailable due to unforeseen

circumstances. This includes, but is not limited to, Acts of God, fire, lightening, explosion, war, disorder, terrorism (actual or threatened), security reasons, school lockdown, flood, pandemic or epidemic, industrial disputes (whether or not involving our employees), failure or interruptions of electricity gas or water supplies, weather of exceptional severity or acts of local or central government or other authorities.

25. General

25.1 Any notice required or permitted to be given by either party to the other side under this agreement shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified under this provision to the party giving the notice.

25.2 No waiver or any amendment to these terms shall be effective unless in writing and signed by both you and us.

25.3 Apart from clause 18.1, a person who is not a party to these terms may not enforce any of them under the Contracts (Rights of Third Parties) Act 1999.

25.4 This Agreement shall be governed by the laws of England and we both agree to submit to the exclusive jurisdiction of the English Courts.

Signed on behalf of the school staff _____ (head) on _____ (date)

Signed on behalf of governors _____ (chair of Resources committee)

on _____ (date)