

LONDON BOROUGH OF ENFIELD
CONDITIONS FOR THE LETTING OF SCHOOL PREMISES TO EXTERNAL ORGANISATIONS
USING THE COUNCIL'S LETTINGS AGENCY

INTRODUCTION

Under the Education Act 2002 and the Children Act 2004 local authorities and all bodies working with children have a duty to safeguard and promote the welfare of children.

The following 'Conditions' for the letting of school premises (buildings and grounds) to third parties have been produced for the benefit of governing bodies, local authority employees, and external organisations. The purpose of these 'Conditions' is to make all parties aware of:-

- the arrangements in place for hiring school premises and the responsibilities that are binding on all parties and consequences if these are not observed
- the important issues that need to be considered when making school premises available for hire
- the arrangements to ensure that school premises are used beneficially for all the community with as little risk to health and safety as possible

These 'Conditions' should be read in conjunction with the school's Letting Policy and Scale of Charges and are intended to complement these two documents. The school's Letting Policy and Scale of Charges should specify the premises and facilities available to let, the particular times available for letting, and the charges applicable.

Activities that fall within the corporate life of the school and take place on school premises are not considered lettings. These include governing body meetings and PTA meetings and activities.

These 'Conditions' have been developed to ensure best practice in the arrangements for the letting of school premises and are applicable to both one-off and regular lettings. Schools may adopt these 'Conditions' in their entirety or adapt them to suit their own circumstances. The governing body has the right to vary these 'Conditions' at any time with consultation from any relevant officers from the Council.

Any complaints about a letting should, in the first instance, be raised with the Lettings Agency who will be able to provide appropriate advice on the procedures to be followed by the complainant.

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The letting of school premises (buildings and grounds) is permitted by the Governing Body on the understanding that the following 'Conditions' apply at all times.

THE CONDITIONS

1. THE HIRER

The expression "the hirer" in these 'Conditions' refers both to the individual authorised to book in the name of the organisation proposing to use the accommodation and the organisation (if incorporated) or its members (if unincorporated). The hirer must be at least 18 years of age. The hirer of the premises may be from a voluntary or community organisation, a private commercial organisation, or a statutory public organisation.

2. THE HIRE AGREEMENT

The expression "Hire Agreement" in these 'Conditions' refers to the confirmation, by the Lettings Agency, of the booking referred to below in para. 4 vii).

3. THE LETTING

The expression "letting" is defined as the use of school premises (building and grounds) and facilities by parties other than the school. School premises may be available before, during, and after the school day as well as during weekends and school holidays subject to the school's particular circumstances.

4. ARRANGEMENTS FOR THE LETTING OF SCHOOL PREMISES

i) An organisation wishing to hire school premises should, in the first instance, contact the Lettings Agency (PO Box 56, Civic Centre, Enfield, EN1 3XQ; tel: 020 8379 3393). The Agency will either re-direct the Hirer directly to the school (if that school has not bought into the Lettings Agency Service Level Agreement) or check with the school if the premises required are available for the specified period. If they are the Agency will issue these 'Conditions' and an application form which should be returned at least six weeks in advance of the proposed date of use.

It is important that the school which has purchased the Service Level Agreement from the Council does not hire out any facilities directly to any community or commercial organisation without the Lettings Agency issuing a permit to that organisation.

The delivery of the application form must not be considered as a firm booking unless and until the booking is confirmed by the Lettings Agency. Any application forms received later than four weeks in advance will be subject to a late processing fee. This fee is subject to increase annually.

ii) Applications must be signed by such person or persons who are able and willing to accept personal responsibility for the observance of the conditions of hire and not by any agent or intermediary excepting only the duly authorised officer of any organisation proposing to use the accommodation.

iii) Hirers who block book throughout the year will take priority over any ad-hoc bookings. Vacant spaces where hirers wish to take a break will not be held. All bookings are taken on a first come first served basis.

iv) Cheques and postal orders must be made payable to the London Borough of Enfield and will not be effective as payment until cleared or cashed. The Lettings Agency will confirm booking and issue a permit. The charges must be paid in advance of the first day of use, remittances to be sent to the Lettings Agency at the address specified overleaf. If payment is not made on time, the booking will be terminated and access denied to the premises.

v) The hirer shall not make any public announcement of any activity or event, dependent on the hiring, unless the booking has been confirmed by the Lettings Agency.

vi) All publicity for any activity or event for which the hiring is made and all admission tickets and other documents issued in connection must have the name and address of the hirer or the hiring organisation.

vii) The confirmation of booking will be in the form of an invoice which will be issued by the Lettings Agency. The invoice will specify the premises hired, the nature of the activity or activities taking place, the times and duration of the letting, and the charge to the hirer.

5. CHARGES

The school – whose premises are being hired – has the right to amend the relevant scale of charges at any time with, at least, one month's notice in writing being given to the hirer. The amount of any increase resulting from any such change will become payable as though it were part of the original charge. The hirer, after receiving a notification of an increase, may cancel in writing to the Lettings Agency. This should be within 14 days from the date of written notification of the increase upon which the Lettings Agency will refund all sums paid for the cancelled letting.

We recommend that, if there are any exceptions applied to the charging policy by the Lettings Agency formal approval should be sought from the school and held on file. It should also be clearer on the permit as to how the calculation of the let is made.

6. CANCELLATIONS

i) Neither the governing body nor the Council is responsible for any loss or other expenses incurred by the hirer in the event of a cancellation by the governing body as a result of circumstances beyond its control. The decision of the governing body and the Council as to whether a letting is cancelled is binding on the hirer.

ii) The hirer is responsible for notifying people of any changes in dates or venues, as a result of a cancellation, in advance of the letting.

iii) The Council or the school may refuse to accept a booking or cancel any permission granted to use premises if:-

- a) the premises booked or part of it is required for public or official purposes by the Council, governing body, or other statutory body
- b) any damage has been caused to the premises or property of the Council or school by any previous use of the premises by the hirer or the organisation represented by the hirer
- c) breaches of licensing conditions by the hiring organisation have previously occurred
- d) the Council or governing body deem it necessary or expedient to cancel the booking

iv) The school is not liable to pay any compensation to the hirer or any other person by where there is a cancellation. Any fees paid to the Council will be refunded unless the reason for the cancellation is because of damage having been caused or if cancellation is

within less than 21 days. At least 21 days notice must be given by the hirer to the Lettings Agency that it does not wish to use the accommodation which has been reserved. If this condition is complied with consideration will be given to the return of the hiring fee less a cancellation fee of 10% with a minimum of £1. Any cancellation made less than 21 days of the hire date is subject to 100% cancellation fee.

v) Deposit payments for social functions are non-refundable following cancellation by the hirer. Deposits will only be refunded, after the booking has taken place with the permission of the school, and after the deduction for any damages etc (if applicable).

7. CONDUCT ON SCHOOL PREMISES

i) The hirer shall ensure that, where permission has been granted to enable the premises to be used for the purposes of a youth organisation

- no member of the organisation shall enter the premises unless the hirer or his representative (whose name has previously been notified to the Lettings Agency) is also present on the premises
- members of the organisation shall remain on the premises only so long as the hirer or his representative is present.

ii) The premises must not, either wholly or in part, be used at any time during the hiring as a place of assembly, departure, resort or destination for persons engaged, or intending to be engaged, or having just been engaged, in any public demonstration, march, parade or other like event other than one of which the Council will have given its prior approval in writing and then only subject to such conditions (if any) as the Council may attach to that approval.

iii) Any authorised officer of the Council may deny access to the premises to any person seeking to gain such access in contravention of the previous paragraph.

iv) The hirer shall ensure appropriate supervision of the activity or activities it undertakes on the school premises. The hirer shall ensure appropriate adult to children ratios for the activity or activities it undertakes on school premises and be responsible for providing adequate supervision to maintain order and good conduct.

v) The hirer shall ensure that the school premises are left in a tidy condition after any period of use and on termination of this agreement, all equipment being returned to the correct place of storage. The hirer will be charged a reasonable fee where the school has to clean up/dispose any rubbish after any period of use by the hirer or on termination of the agreement.

vi) All furniture apparatus or equipment brought into school premises for the purposes of or as a result of the hiring must be removed within such time as allowed by the school.

vii) The hirer must not remove or interfere with the furniture, fixtures, fittings, or structure of the school nor install any fixtures, fittings or decoration of its own.

viii) The hirer shall ensure that the school premises are vacated promptly at the end of any period of use and on termination of the Hire Agreement

ix) The right of access to all parts of the school premises, whether or not included in the permission for use, is reserved to the school and to any person acting on its behalf and the hirer must not obstruct or interfere with this right.

x) Use of school facilities and equipment

The equipment of the school can only be used by the hirer with prior written approval from the governing body or the Headteacher of the school.

School dining halls, kitchens and serveries may only be used with the written consent of the Council.

Handicraft, domestic science, science laboratories, workshops, gymnasias and other rooms containing models, apparatus, diagrams, etc. are not normally available for use by the general public and any such use will be granted only in exceptional circumstances with the written consent of the school.

The use of any preparation or material for the purpose of preparing a floor for dancing is not allowed.

Chairs must not be removed from the school buildings for use either on the school playing fields or in any other building outside the school premises.

xi) Public and Private Meetings

The following conditions will apply if there is a meeting, assembly or other function at the premises during the hiring to which the public are invited or admitted, whether or not on payment:-

- a) no invitation, advertisement or public notice relating to any meeting, assembly or other function which is the subject of the hiring shall contain any wording or matter which in the opinion of the Council is likely to constitute an offence against the Race Relations Act, 1976 or which may breach any other legislation, or is likely to be otherwise offensive, or to encourage the attendance of persons likely to infringe any of the requirements of these conditions.
- b) no person present shall use words which amount to an incitement to a crime; are calculated to lead to a Breach of the Peace; or are threatening, abusive or insulting in a case where, having regard to all the circumstances, hatred is likely to be stirred up against any racial group* in Britain by the words in question
- c) no written matter which is either an incitement to crime; calculated to lead to a Breach of the Peace; or an incitement to racial or religious hatred within the meaning of the Race Relations Act 1976 and the Racial and Religious Hatred Act 2006 must be published or distributed at the premises during the hiring

* "racial group" in b) above means a group of persons defined by reference to their colour, race, nationality, religion, ethnic or national origin

If the hiring is for a meeting or other function which will be open to the public, this must be disclosed on the application form. For this purpose, any meeting or function of which advance publicity is given to persons not in membership of the organisation for which the booking is made, or to which invitations are not limited to a predetermined group or list of persons shall be deemed open to the public. If such a meeting or function is incorrectly described as "private", the letting may be cancelled"

8. INSURANCE AND LIABILITY

i) Where the Council considers, at the time of application or subsequently at any time before the hiring takes place, that the hiring is for such a purpose or of such a nature that there is a special risk of damage to the premises during or as a result of the hiring, it may, by written notice to the hirer, require the hirer to effect insurance. This insurance may be of such

minimum amount as the Council may specify, in an insurance office of repute, against the liability of the hirer under these conditions to indemnify the Council in respect of any such damage.

ii) The serving of such a notice means that the hiring shall not be permitted unless and until the hirer has produced documentary evidence to the Council of the said insurance having been effected.

iii) The hirer, and any guarantor required, shall indemnify and keep indemnified the school from and against any loss or damage which the school may sustain or incur by reason of the permission to use the premises or otherwise arising out of or in connection with such user, including cost of replacement and reinstatement of loss or damage and any claim arising out of bodily injury or death of any person or persons.

iv) The hirer shall be liable for all damages and costs incurred by the school or Council for any theft, malicious or accidental damage to the property during the period of hire.

v) The school or Council shall not be liable for any injury loss or damage caused to the hirer or to any other person as a result of:-

- a) any failure of or defect or want of repair in any of the fixtures, fittings, furniture, equipment or appliances belonging to the school at the accommodation; or
- b) any failure of or interruption in the supply of water, gas or electricity to the accommodation; or
- c) any defect or want of repair in the building of which the accommodation forms part or is the means of access thereof; or
- d) any theft or malicious or accidental damage to or loss of any property of any person taken or left at the accommodation, the means of access of that or any car park annexed to that

vi) Licences and Permissions

The hirer will be required to obtain and pay for all relevant licences which have not already been obtained by the school. The hirer will provide evidence of this if required.

Licences are required for:

- alcohol (including any alcohol provided 'free' with the purchase of an entrance ticket)
- regulated entertainment (including plays, opera, ballet, films, indoor sports, boxing & wrestling, music and dancing, performances and participation)
- gambling (including raffles & lotteries, poker, bingo, betting and 'casino' games)
- special treatments (including massage, manicures and acupuncture)

The London Borough of Enfield administers the licensing regime in respect of each of the licensable activities listed above. Failure to strictly comply with the Licensing Law is a criminal offence attracting, on conviction, a fine and possible prison term.

The Licensing Team at the Council can be contacted at licensing@enfield.gov.uk and on 020 8379 3578.

It is a condition of the hiring that the premises must not be used for any unlawful purpose or in any manner contrary to Licensing Law or any other statute or regulations in force or for any purpose other than that for which the application has been granted. The hirer will indemnify the school against any legal liability which may be incurred as a result of breach of Licensing Law or any other statute or regulations by the hirer and by any other unlawful act by the hirer, or by any person attending in consequence of the hiring.

The hirer must secure the preservation of order, and take all reasonable steps to prevent injury, loss or damage to any person or property, on all occasions on which the premises are being used by virtue of such permission. The hirer must arrange for an adequate number of responsible stewards to be present throughout the period of hire to assist in the preservation of order. At no time during the hiring may the number of persons present exceed the maximum stated in the application form.

It is the responsibility of the hirer to ensure that before any copyright material is delivered or performed, that the consent of the owner of the copyright or his agent is obtained and the necessary fees paid. Particular attention is drawn to the Performing Right Society and the Phonographic Performance Limited.

9. SAFEGUARDING AND CHILD PROTECTION

- i) It is an obligation of the hirer to confirm that:
- a) Criminal Records Bureau (CRB) checks have been carried out on all adults working with children on the activity or activities it undertakes on the school premises and that these checks demonstrate that all adults working with children on the activity or activities it undertakes are safe to do so. The Hirer is responsible for ensuring compliance with the CRB Code of Practice and any relevant Safeguarding Children Board requirements
 - b) there are policies and procedures in place to address any concerns raised in respect to the welfare or safety of children and young people (e.g. signs of potential abuse are exhibited). Staff and volunteers will act upon any concerns without delay, and refer to appropriate services.
- ii) The hirer shall be required to provide evidence of the above at the request of the governing body of the school, the Headteacher, or the Council.
- iii) The DfES document 'Safeguarding Children and Safer Recruitment in Education 2007' (para. 2.26) states, "*Where services or activities are provided separately by another body, the governing body should seek assurance that the body concerned has appropriate policies and procedures in place in regard to safeguarding children and child protection and there are arrangements to liaise with the school on these matters where appropriate*". Further advice can be found in Chapter 4 of the DCSF guidelines.
- iv) The hirer is responsible for supervising any children participating in the activity or activities it undertakes on the school premises until they are collected by a responsible adult from the school premises
- v) The hirer must make clear in any advertisement for the service/activity offered on school premises that the school does not endorse, have involvement or responsibility for the service/activity other than those stated in paragraph (iii) overleaf.

10. HEALTH & SAFETY REQUIREMENTS

Under Health and Safety Regulations an employer is responsible for the health and safety of employees and others who are on the school premises. In schools this responsibility is usually delegated to the Headteacher.

The hirer shall be expected to undertake a risk assessment for the activity or activities being undertaken. This should be done in accordance with the '5 Steps' approach set out in the Health & Safety Executive's website (www.hse.gov.uk/risk/fivesteps.htm). Any actions required from this should be followed and a copy of it given to the school.

i) Accident reporting

The hirer must report all accidents occurring before, during or after the activity or activities it undertakes on the school premises to the appointed person at the school using a standard report form.

ii) First Aid Facilities

There is no legal requirement for the school to provide first aid facilities. It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising staff.

iii) Emergencies including fire safety

The school's fire risk assessment should be reviewed and fire safety procedures followed by all providers of services. Any arrangements (e.g. alarms, maximum numbers) that arise from the assessment should be communicated to all users of the premises as appropriate. There must be clear procedure for the hirer to summon emergency services when required with access to either an open telephone landline or fully charged mobile phone. All participants engaged in the organisation's activities must be aware of the procedure for vacating the premises in the case of an emergency such as a fire and the nearest assembly point. Any arrangements (e.g. alarms, maximum numbers) arising from the assessment should be communicated to all users of the premises as appropriate.

A register of all those attending the activities, for which the hirer is responsible, should be kept particularly in the case of an emergency.

The hirer must understand the school's evacuation procedures in the event of an emergency and be aware of fire exits and the assembly point.

iv) Stage and recording equipment

No additional staging, scenery, piano or similar heavy article and no equipment for the reproduction of music or other sound shall be erected or brought onto the school premises without the previous consent in writing of the Lettings Agency. Any such alterations or additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the Council and shall be reinstated forthwith at the expense of the hirer to the like satisfaction. Any such equipment brought onto the school premises shall be, or shall be rendered, non-flammable.

Stage scenery and other effects must neither be brought onto the school premises nor taken away while the school is in session except with the express permission of the Lettings Agency.

In all cases, except where express permission in writing has been granted by the school, the use or movement of school pianos is strictly prohibited.

v) Traffic management

Cars must not be parked so as to cause an obstruction at the entrance to or exits from the school. The hirer must ensure that access to the school by emergency and service vehicles is not obstructed or delayed. The hirer is liable to pay for any costs incurred in the removal of any obstruction.

vi) Cleaning up and waste disposal

The hirer shall be responsible for ensuring the cleaning up and safe disposal of any rubbish, unused or waste food, broken glass etc. as a result of the letting.

vii) Smoking, drinking, and consumption of illegal drugs

The school has a 'No Smoking Policy' and this must be adhered to at all times. Breach of the law in relation to no smoking in an enclosed public space is a criminal offence and will be reported for prosecution.

No alcohol must be brought or consumed on the school premises without the written consent of the Council. The hirer should note that school premises are not licensed premises and therefore the licensing laws preclude the supply of alcohol at a charge without a Justices' licence. The supply of alcohol at a charge does not mean just the payment of money over a bar but also applies to the use of tokens or tickets purchased previously and then given in exchange for alcohol. Even the sale of tickets with a notation that the supply of alcohol is part of an inclusive price of admission to a function, such as cheese and wine parties, is a contravention of the law in its strictest interpretation.

Illegal drugs must not to be brought onto or consumed on the school premises.

viii) Noise

The hirer shall ensure that no annoyance or disturbance is caused to the school's neighbours or to members of the public as a result of its use of the school premises. Causing a statutory nuisance is a breach of the Environmental Protection Act 1990 for which the hirer may be prosecuted.

ix) Animals

Except in the case of trained guide-dogs for the blind and hearing dogs for the deaf animals are not permitted on the school premises. Such permitted dogs must be kept on a lead and controlled by the person being assisted. The hirer shall ensure that the permitted dog is not a nuisance or is a danger to others. Any such behaviour will not be tolerated and the hirer may be asked to leave the premises. Should this occur the hirer will still be charged the full amount.

x) Electrics and electrical equipment

No alterations or additions to the electrical installation at schools may be made, without previous consent in writing from the Lettings Agency and any such alteration and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the Council and shall be reinstated forthwith at the expense of the hirer to the Council's satisfaction.

The hirer is responsible for the safe and appropriate use of any equipment, whether the school's or otherwise, issued for or in connection with the hirer's activity or activities on the school premises. The school reserves the right to refuse the hirer use of such equipment that it deems may be unsafe or inappropriate.

11. PUBLICITY

The hirer shall obtain the approval of the Headteacher for any advertising or publicity material advertising the hirer's activity or activities before such material is published. No notice may be displayed in the school by the hirer without the prior approval of the Headteacher.