

# Khalsa Primary School – Southall



**Khalsa**  
VA Primary School

## School Lettings Policy

Committee with oversight for this policy – Resources	
Policy to be approved by the Headteacher	
Policy last reviewed by the Resources Committee	16/10/2022
Policy last reviewed and ratified by the Headteacher	October 2022
Policy / Document due for review	October 2023

# Khalsa Primary School

## Lettings Policy

### **Introduction**

The Governing Body of Khalsa Primary School regards the school buildings and grounds 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, and any lettings of the premises to outside organisations, under the supervision of suitably qualified, experienced staff with clear DBS checks, will be considered by the school management team with this in mind. Where there is a conflict between a letting and a school event, the school event will always take priority.

The school's delegated budget, which is provided for the purposes of the school, will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the actual cost to the school of any use of the premises by an outside organisation must be reimbursed to the school's budget.

The term 'purposes of the school' would normally be interpreted as including all activities that bring an educational benefit to pupils at the school. The term also includes spending on pupils registered at other maintained schools and providing community facilities for charitable services. The school must also aim to raise funds additional to the school's delegated budget for enhancing the educational experience the school can provide.

### **Definition of a Letting**

A letting may be defined as *"any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of 'Weight Watchers')"*. A letting must not interfere with the primary activity of the school, which is to provide a consistently high standard of education for all its pupils.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

### **Charges for a Letting**

The Governing Body – may be delegated to the Resources Committee and ratified by the Governing Body - is responsible for setting charges for the letting of the school premises. A charge will be levied which covers the following:

- Deposit (of £300) which will be refunded in full or part once premises have been inspected following the event
- Cost of services (heating and lighting)
- Cost of staffing (additional security, caretaking and cleaning) - including "on-costs"
- Cost of administration
- Cost of "wear and tear"
- Cost of use of school equipment (if applicable)
- Profit element

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations involved on a pro rata basis.

The specific charge levied will be reviewed annually by the Governing Body or by the Resources Committee, during the spring term for implementation from the beginning of the next financial year, with effect from 1st April of that year. Current charges will be provided in advance of any letting being agreed.

## VAT

In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT. In certain circumstances, sporting lettings may not be subject to VAT and this can be clarified at the time of the booking.

## Management and Administration of Lettings

The Headteacher is responsible for the management of lettings, in accordance with the Governing Body's policy. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, whilst 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, she will consult with the Chair or the Chair of the Resources, Premises and Safety Committee, who is empowered to determine the issue on behalf of the Governing Body.

The Governing Body reserve the right to refuse or veto an application or group and no letting is deemed booked until approval has been received in writing by the applicant/organisation.

No public announcement of any activity or function taking place may be made by the hiring organisation concerned until the booking has been confirmed by the school, in writing.

Once the booking has been received, confirmed and the deposit paid, the school will honour the booking.

Should the hirer wish to cancel or amend the booking, there will be an administrative charge of £50. Any cancellation of a hire must be notified to the school as soon as possible but no later than 14 days prior to the letting, after which time, the hirer is liable for the full cost of the letting.

## The Administrative Process

Organisations or individuals seeking to hire the school premises should approach the School Business Manager, who will identify their requirements and clarify the facilities available. An **Initial Request Form** should be completed at this stage. The school management has the right, in consultation with the Governing Body to refuse any application, and no letting should be regarded as "booked" until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved, a letter of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement. The letting may not take place unless the signed agreement has been returned to the school at least 14 days in advance of the hire. 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. The refundable deposit and payment will be sought in advance.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All lettings fees which are received by the school will be paid into the school's individual bank account, in order to offset the costs of services, staffing which are funded from the school's delegated budget. Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved.

## **TERMS AND CONDITIONS FOR THE HIRE OF THE SCHOOL PREMISES**

All terms and conditions set out below must be adhered to. The “Hirer” shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

### **Status of the Hirer**

Lettings will not be made to persons under the age of 21, or to any organisation or group with an unlawful or extremist background. The school is required to ensure that British Values are taught and adhered to in all UK schools. The government sets out its definition of British Values in the 2011 Prevent Strategy. Anyone wishing to hire the school must agree to and accept the five British Values which are:

- Democracy
- The rule of law
- Individual liberty
- Mutual respect
- Tolerance of those of different faiths and beliefs

Khalsa Primary School is also a faith school of the Sikh religion and any hirer is duty bound to respect the beliefs and ways of the Sikh faith.

The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

For clubs and events specifically for children and young persons, the hirer and personnel involved may have to undergo, at the discretion of the Governing Body, a criminal record check via the DBS. If a particular letting involves contact with the school's pupils, all personnel involved must be checked against List 99 and undergo a DBS check, in accordance with DfE guidance. These checks must be made by prior arrangement with the Headteacher, with at least half a term's notice in advance to ensure that the checks can be carried out in time. This evidence will without fail be required by the school from the hirer if the letting involves children under the age of 18 years.

Appropriate safeguarding checks and risk management will apply if several hirers are on site at the same time.

Any adults working with the school's pupils (for example, at an after-school sports club) must be appropriately qualified. Sports coaches must follow the LA guidelines for working in schools.

### **Priority of Use**

The Headteacher will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

### **Attendance**

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made, and approval given.

### **Behaviour**

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

The headteacher or their representative may refuse admission to any person without giving any reason for doing so and may similarly require any person to leave.

## **Public Safety**

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the Hirer must adhere to the correct adult/pupil ratios at all times. The hirer must also ensure that there are sufficient stewards located in areas, which will prevent unauthorised persons from entering the premises and to ensure that guests are restricted to the areas hired for the function.

No event open to the general public will be permitted.

The following must also be applied:

- There must be no obstructions in hallways or exits. Emergency exits must be clear at all times
- Emergency lighting must be on at all times and must highlight emergency exits
- Fire-fighting apparatus shall be kept in its proper place and only be used for the intended purpose
- The fire brigade will be called out to any outbreak of fire and reported to the Headteacher
- The hirer will be responsible for ensuring they are familiar with the procedure for evacuation, the escape routes, assembly points and be familiar with the equipment available for fighting fires
- The hirer is responsible for communication the above to all attendees of the hire
- Performances involving danger to anyone are not permitted
- Flammable substances may not be brought on to the premises
- No unauthorised heating appliances may be brought on to the premises
- Any electrical equipment brought onto the site shall be subject to regular PAT testing and certification provided as evidence. Any use of electrical equipment must be declared on the hire application form. The Governing Body disclaim any responsibility for claims and costs arising out of or in any way relating to such equipment

## **Own Risk**

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

If, during the hiring, any faults or damages to equipment are encountered, these must be reported immediately to site staff who will verify and report to the Headteacher.

No part of the premises may be used other than those specified in the hire request. The Governing Body will charge any violation of this to the refundable deposit.

No part of the premises may be used for any unlawful purpose or in any unlawful way.

## **Damage, Loss or Injury**

The Hirer warrants to the Governing Body that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £5 million (five million pounds UK) in respect of any one incident. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

**For one off events only i.e. wedding and general celebrations insurance is obtainable via the school's London Borough of Ealing Insurance Policy at a charge of £50.00. Please let the school know if you wish to take up this offer.**

Neither the school, nor the Local Education Authority, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

## **Furniture and Fittings**

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. Nor should staples, sellotape or blu-tac be used to affix items to the walls. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

No substance may be applied to flooring to prepare them for dancing or other activities associated with the hire.

No footwear that damages the flooring may be worn.

## **School Equipment**

This can only be used if requested on the initial application form, and if its use is approved by the Headteacher. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

## **Car Parking Facilities**

Subject to availability, these may be used by the Hirer and other adults involved in the letting. Cars and vehicles must be parked within the designated bays and not on the grassed areas or the access drives. The school will not be responsible for damage to cars or any other property and cars may not block access to the school or roadways. Emergency services must have unobstructed access.

## **Toilet Facilities**

Access to the school's toilet facilities is included as part of the hire arrangements, including disabled facilities.

## **First Aid Facilities**

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the school's resources is not available. There is a defibrillator in the school medical room, which is available for use.

## **Food and Drink**

No food or drink may be prepared or consumed on the property, unless requested on the Initial Interest Form and in agreement with the Governing Body, in line with current food hygiene regulations.

If the hirer wishes to use the kitchen, this can only be done under the supervision of a member of the catering staff, for which there will be an additional charge of **£85.00** which is charged to the caterers.

All litter must be placed in the bins provided.

No meat or fish may be brought onto or consumed on the school site.

The school has a list of caterers for events – this can be obtained if requested following payment of the initial deposit.

## **Intoxicating Liquor**

No intoxicants or alcohol of any type shall be brought onto or consumed on the premises.

## **Smoking**

The whole of the school premises is a non-smoking area and smoking and the use of e-cigarettes are not permitted anywhere on the school site, including access drives and car parks.

The use of smoke machine and/or candles is strictly prohibited.

## **Copyright or Performing Rights**

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Local Authority against all sums of money, which the LA may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

## **Sub-letting**

The Hirer shall not sub-let the premises to another person.

## **Charges**

Hire charges are reviewed annually and the current charge is set out in the **Hire Agreement**.

## **Variation of Scales of Charges and Cancellations**

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Governing Body on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days notice either way is given. It is the Hirer's responsibility to notify parents/clients in writing (where appropriate) of any changes in dates or venues at least a week in advance.

Charges may vary for ad hoc lettings and long-term lettings, as may the application of VAT and it is important that all the facts relating to the hire are presented to the school at the time of application.

## **Cancellation by you**

If you want to cancel a confirmed booking, you must do so in writing and the provisions in the table below shall apply

You must pay us any losses and costs we suffer because of the cancellation which were reasonably foreseeable to both you and us when the contract was entered into. Depending on when you cancel, the cancellation charges you must pay shall be determined by reference to the table below. We will tell you the exact cancellation charges and you must pay the charges within 20 working days of our invoice.

<b>Length of time before your scheduled wedding day</b>	<b>Cancellation charge</b>
More than 6 months	Amount of full deposit (ie non-refundable in all cases)
Between 3 and 6 months	50% of total wedding package price
Less than 3 months	Up to 75% of total wedding package price
Less than 1 month	Up to 90% of total wedding package price

## **Cancellation by us**

We reserve the right to cancel your booking without liability to you and without any obligation to refund your deposit if:

- (a) you do not pay us the balance of your wedding package price by the date due for such payment; or
- (b) we have reasonable grounds to believe that you may not pay us the balance of your wedding package price by the due date and we have requested you to explain the position and you have not done so satisfactorily; or
- (c) we discover, before you have paid the balance of your wedding package price, that you have deliberately concealed information, or deliberately given us incorrect information, about your intended wedding in circumstances where (if you had not done so) it would have been reasonably foreseeable that we would not have accepted your booking; or
- (d) we have reasonable grounds to believe that your behaviour or that of your guests at the wedding is likely to result in damage to the venue or to our property and/or injury to people.

If we cancel your booking under the *cancellation by us section*, you must pay us any losses and costs we suffer because of the cancellation which were reasonably foreseeable to both you and us when the contract was entered into, whether or not we are able to resell the date. Depending on when we cancel, the cancellation charges you must pay will be determined by reference to the table set out under the *cancellation by you section*.

## **Events outside our control**

Except as set out in this section, we shall not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under our contract with you that is caused by events outside our reasonable control (such as serious damage to the venue, serious adverse weather conditions, a pandemic or epidemic, or interruption or failure of utility services such as electric power, gas or water). In these circumstances, we shall use every effort to notify you as soon as is reasonably practical. If, as a result of such events, we believe we have no alternative but to cancel your booking, we shall use reasonable endeavours to help you find an alternative venue of a similar standard for a similar price but our sole liability to you shall be to refund you any money you have paid towards your wedding package.



## **Payment of balance**

We will invoice you for the total price of your wedding package (less any deposit paid) approximately 28 days before the scheduled date of your wedding. You must pay our invoice in full no later than 14 working days from the date of invoice

## **Security**

The Governors will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system.

## **Right of Access**

The Governing Body reserves the right of access to the premises during any letting. The Headteacher or members of the Governing Body from the Resources Committee may monitor activities from time to time.

## **Conclusion of the Letting**

The Hirer shall, at the end of the designated hire period, leave the accommodation in a tidy condition, with all equipment being returned to the correct place of storage. If these conditions are not adhered to, an additional cost may be charged.

## **Local Community**

All persons on the school site must respect the need to keep noise to a minimum for local residents. This applies to arrival and departure as well as the time spent on site.

All persons on site must be mindful of the school's standing and reputation in the local community and may not do anything to jeopardise this. Action may be taken if this is breached.

All lettings must finish and the site vacated no later than 7.00pm

## **Vacation of Premises**

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. In the event of an emergency, occupants must leave the school by the nearest exit and assemble on the school playground. The Hirer must have immediate access to participants' emergency contact details and may use the telephone in the school office only in the event of an emergency. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

## **Promotional Literature/Newsletters**

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Headteacher at least 14 days prior to distribution by the Hirer.

## **Complaints**

Any complaints arising from a hire agreement will be dealt with using the school's complaints procedure. A copy is available by email or from the school website

# SCHOOL LETTING - INITIAL REQUEST FORM

**Please note: We cannot provide a registrar for a civil wedding ceremony**

Name of Applicant: .....

Address: .....

Postcode: .....

Telephone: ..... Email address .....

Specific Nature of use (Wedding/engagement/ birthday/ prayers):  
.....

Date Requested: ..... (DD/MM/YYYY)

Start Time: ..... Finish Time: .....

(Please allow time for preparation and clearing up by caterers or yourselves)

Maximum number attending:

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.

The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (see Terms and Conditions for further details).

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).

## Details of Premises Requested please tick:

**Please note: Any religious ceremonies taking place in the Main hall (Downstairs) will incur in an extra charge of £100 due to set up.**

Darbar Hall (Upstairs)	<input type="checkbox"/>	Access to Kitchen	<input type="checkbox"/>	Marque (Breakfast/Lunch)	<input type="checkbox"/>
Main Hall Downstairs (Religious ceremony)	<input type="checkbox"/>	Mobile Kitchen (provided by caterers)	<input type="checkbox"/>	Car Park	<input type="checkbox"/>
Main Hall Downstairs (Breakfast/Lunch)	<input type="checkbox"/>	Main playground for Marque (Breakfast/Lunch)	<input type="checkbox"/>		

Catering company ..... Arrival of Catering company .....

Décor Company ..... Date of set up: / / Time: .....

Marque Company ..... Date of set up: / / Time: .....

Date of take down: / / Time: .....

## Programme Details:

To:-		Times: -	From: -	To:-
Breakfast	<input type="checkbox"/>	_____	_____	_____
Paath / Service	<input type="checkbox"/>	_____	_____	_____
Lunch	<input type="checkbox"/>	_____	_____	_____
Langar	<input type="checkbox"/>	_____	_____	_____

## How did you hear about us

.....

I confirm that I am over 21 years of age, and that the information provided on this form is correct.

Signed: ..... Date: .....

The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (at least £5 million for public liability). **For one off events only i.e. wedding and general celebrations insurance is obtainable via the school's London Borough of Ealing Insurance Policy at a charge of £50.00. Please let us know if you wish to take up this offer.**

The school has a list of caterers and wedding stylist services for events – this can be obtained on request following payment of the initial deposit.

The Hirer confirms that arrangements are in place with reference to First Aid

The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment

The Hirer confirms that all participants will comply with the schools agreed health and safety policy, including the non-smoking policy

The Hirer confirms that if any agencies / adults who do not work for Ealing are employed within the school setting that they will provide the school with evidence of public liability insurance (at least £5 million), relevant DBS clearance, evidence of qualifications etc. and any other relevant materials. Any other relevant information:

**Hire costs for weddings £1000.00 for the day (7 hours) – setting up prior to the event is chargeable at £100.00 per hour.**  
 Cost includes Kirtani Jatha, Parshad, opening & closing of school building, employment of on-site staff and general hiring of the premises.

**Additional hours required:** ..... (number of hours)      **Total:** .....

**Refundable (subject to all terms and conditions being met) deposit of damage £150.00**   
**Refundable (subject to all terms and conditions being met) deposit of overrun hours £150.00**

**London Borough of Ealing Insurance Policy £50**

**Total:**

<b>Event fee (7 hours*)</b>	£1000	
<b>Set up cost – day before event</b>	£100	
<b>Additional hours required (£100 per hour)</b>		
<b>Refundable deposit : £150.00 for damage / £150.00 for overrunning</b>	£300	
<b>London Borough of Ealing Insurance Policy</b>	£50	
<b>Notes:</b> <i>Please notes table and chairs will not be provided</i>		
<b>Total:</b>		
<b>Deposit</b> <i>(50% of Event fee + refundable deposit of damage and overrun hours)</i>		
<b>Remaining</b>		

**Remaining amount must be paid 6 months in advance before booking date.**

**Account name: Khalsa Primary School**  
**Bank: Nat West**  
**Sort Code: 60-07-10 Account Number: 41723007**

The Governing Body agrees to hire the premises to the Hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified.

The Hirer accepts all the conditions of hire as set out in the attached Terms and Conditions document.

The Hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to obtain suitable insurance cover for any loss, damage or injury.

Signed: ..... Signed .....  
 (Cliental) (On behalf of the Governing Body)

Date: ..... Date .....  
 (Cliental) (On behalf of the Governing Body)

**For office use only:**

Deposit paid on ..... Sign.....

Remaining paid on ..... Sign .....

### **Venue Hire – Tariff & information**

Wedding (upstairs hall), use of Main Hall for breakfast / lunch	<b>£1000.00</b>
Engagement (upstairs hall) use of Main Hall for breakfast / lunch	<b>£600.00</b>
Sukhmani Sahib Paath, use of Main Hall for breakfast / lunch	<b>£500.00</b>

### **Terms & Conditions of Hire**

1. A deposit of 50% of the fee must be paid at the time of booking. The balance will become due 6 (six) months before the date of the event. It is the responsibility of the family booking the event to ensure all fees are paid by the due date.
2. The bride's room is available from 8am until the marriage service starts.
3. For additional charge of £25 per hour the bride's room may be available for no more than 2 hours after the marriage service for hair / makeup / change of clothes.
4. Refunds:-
  - A full refund is only available in the event of bereavement in the immediate family of either the bride or groom, (proof may be requested).
  - Cancellations will incur a sliding % charge of the full fee, this will depend on the period of notice given and/or whether or not we can rebook the date. *(please refer to the cancellation session in our policy for more information)*
5. We do not carry out Civil marriages at the venue. However, we require that the civil marriage has taken place before the wedding ceremony. We would require seeing your civil marriage certificate at least 1 week before the wedding.

Please note that CCTV operates within the confines of the school and grounds and any damage caused will need to be recompensed appropriately.