



Addison Gardens  
Blythe Road  
London W14 0DT

# Addison Primary School



## Lettings Policy

Approved  
Spring 2024



## Introduction

Section 42 of the Education (No.2) Act 1986 provides for the use of school premises outside of school hours to be under the control of the Governing Body, subject to any directions issued by the local authority. The local authority can give directions about the use of premises because it has responsibility in law for their upkeep. These directions must not amount to control of the premises but can cover such items as regular bookings for the Community Leisure & Learning Services (CLLS).

The school is responsible for:

1. Receiving and approving lettings applications for the hiring of their premises, including ensuring adequate insurance cover by the hirer
2. Making arrangements for the supervision of lettings
3. Collecting income from lettings and balancing this against expenditure as part of the management of the whole school budget
4. Ensuring Pupil Safeguarding.

## Aims

The Governing Body regards the school buildings and grounds as a community asset and welcomes the opportunity to make them available for the delivery of extended services including community use.

A charge will normally be levied to meet the additional costs incurred by the school in respect of any lettings of the premises where those activities are not directly aimed at raising pupils' attainment and achievement.

## Roles & Responsibilities

Whilst it is recognised that legislation gives responsibility for lettings to the Governing Body, the day-to-day oversight of this function is delegated to the Business Manager. The policy framework will be evaluated and reviewed every 3 years by the Resources sub-committee of the Governing Body.

## Times of Usage

Lettings may be made Monday to Sunday, excluding Public Holidays, until 10pm daily. All lettings are subject to the availability and cost of supervisory staff.

Any request for a letting beyond 10pm, or on a Public Holiday, will be considered by the Chair of the Resources sub-committee and the Head Teacher on a case-by-case basis.



## **Types of Acceptable Lettings & Priority of Users**

Use of school premises out of school hours by election candidates has priority over all users. The local authority must also permit the use of school premises for polling stations: this will not necessarily result in the closure of the school for that day.

A letting must not interfere with the primary activity of the school, which is to provide a high standard teaching and learning environment for all its pupils. Any letting which impacts on the school's ability to provide this environment will be warned to improve, and if no improvement is made could lose permission to let the site.

For all other use, the following priority list is followed:

1. School use including in priority order, Extended Services and Home School Association
2. Organisations for educational advancement
3. Approved social service voluntary organisations
4. Community cultural organisations
5. Sports organisations.

All lettings must adhere to the school policies and be consistent with the general ethos and aims of the school. The Business Manager will make reasonable enquiries about groups who wish to hire the school site to ensure there is no conflict of interest.

## **Conditions of Use**

All hirers will be expected to sign an Agreement and to abide by the conditions included in the Agreement. Agreed fees should be paid on invoice within 2 weeks of issue.

### **Safety**

The person who has requested the letting (hirer) is responsible for the safety of all the participants of the activity and should be made aware of the means of escape. Regular hirers are expected to hold Fire Drills when instructed by the school.

### **Car Parking & Car Boot Sales**

The regular hiring out of the playground for car boot sales would require planning approval. It is currently against Council Policy to let out playgrounds for use as general car parks, this would also require planning permission, which would only be approved in exceptional circumstances.

## **Charging Policy & Levels**

### **Commercial/Private Lettings**

Commercial hirers are subject to a charge according to our current tariff (see Appendix A). Charges are formulated by calculating costs for the following: electric/ gas, heating, extra cleaning, site manager's additional hours, maintenance (wear and tear), scullery/kitchen charges and profit to school.



### **Value Added Tax**

School lettings for solely educational use do not incur VAT, e.g. a letting for a group organising mother tongue teaching, but a letting for a private function such as a birthday party, company organising a dinner dance, all attract VAT at 20% on the total cost of the letting.

If in doubt as to whether VAT should be charged or not on a particular letting, the Business Manager will contact the LA and/or HM Revenue & Customs office for further advice (See Appendix B for VAT Guidelines).

### **Concessionary Rates**

As part of the school's commitment to reaching out into our community and promoting healthy lifestyles, concessionary rates may be offered to certain user's resident in the borough.

### **Charges for Location Filming**

Charges for use of accommodation for location filming will be negotiated with individual TV/film companies as budgets vary considerably between companies.

## **Areas of Premises not Available for Hire**

Requests to hire medical rooms, staff rooms, office accommodation or specialist rooms e.g. libraries or kitchens, will be considered by the Chair of the Resources sub –committee and the Head Teacher on a case-by-case basis.

Kitchens and serveries may not be hired without the prior approval of the contracted Catering Officer. Where food preparation and cooking is to be undertaken on the premises it may be necessary for a member of the catering staff to be present, and the cost of this will have to be included in the hire charge. Where pre-prepared food which has been brought onto the premises is being served, staffing costs will not be incurred.

### **Insurance**

Buildings owned or occupied by the education service are insured against damage caused by fire, lightning, aircraft, explosion, riot-fire and riot-explosion. Employees of the Local Authority who are acting in the course of and during their employment by the Local Authority are covered by the Employer's Liability Policy if injured, and the Local Authority is held to be legally liable for such injury. Any third party injured on the premises, or where damage is caused to their property and the Local Authority is held to be legally liable for such injury/damage, will be covered by the borough's Public Liability Policy.

Hirers must arrange their own insurance, as instructed in the Lettings Agreement. Hirers are responsible for the safety of all persons present at their functions and for any damage caused to the school site. The Local Authority will not accept responsibility for loss or damage to personal property belonging to persons using the premises.

All hirers, whether individuals or members of an affiliated organisation that are holding functions open to the general public e.g. classes, clubs must obtain public liability insurance for their letting. This should have a limit of indemnity of at least £5,000,000 for any one accident and should be obtained from a reputable insurance company.



## Licensing

### Entertainments

Licences are necessary for premises used for the following kinds of entertainment:

- Public music, or Private music promoted for private gain
- Public dancing (i.e. dancing by performers or by the public)
- Private dancing promoted for private gain (i.e. for a person's own pocket not for school, college or institute funds)
- Public exhibitions (including video but not live television) to which the public are admitted on payment
- Film exhibitions which are permitted for private gain (unless the sole or main purpose of the exhibition is to demonstrate any product, to advertise any goods or services or to provide information, education or instruction)
- Public exhibitions of boxing or wrestling other than exhibitions provided:

### One-off Private Functions

Individuals requesting accommodation for one-off private functions e.g. parties, weddings or any function where those attending are family and friends do not need to obtain Public Liability Insurance. However, they must still be made aware that they are responsible for the event and should indemnify the Local Authority/Governors as above.

### Occasional Public Entertainment Licence

Few educational premises are annually licensed for public entertainment and an occasional licence would have to be obtained. Licences can only be obtained by the owner of the building. Application for this type of letting should be made to the Facilities Section or the Trustees. Applications should be made at least a month in advance of the function.

## Alcohol

The consumption of alcoholic beverages on the premises is allowed.

Licences are not required if alcohol is being served as part of a private function, but would be required if alcohol is being sold. Hirers are responsible for obtaining an occasional licence if they intend to sell drinks at their function. Forms are obtainable from the Environment Section.

## Elections

School premises may be used as public meeting places by candidates in furtherance of their candidature and for polling stations at elections. Under the Representation of the People Acts, the Local Authority is obliged to make accommodation available for pre-election public meetings, provided it is not required for educational purposes.



The only charges that may be made are to cover the costs of making the premises available, e.g. heating, lighting, school-keeping cover, cleaning, furniture moving, etc...

Returning officers for elections may requisition school premises for use as polling stations. In the past, this was co-ordinated centrally, but in future, returning officers will approach schools directly.

## Noise Control

The Governors accept that residents living near the school can quite reasonably expect them to be quiet during the evening and at weekends.

Considering the proximity of neighbouring properties and the relative orientation of our buildings, an assessment of potential noise is made before agreeing each letting. Lettings will not be made if it is felt likely that amplified music or similar entertainment could be heard beyond the perimeter of the school building.

Considering the needs of the school's neighbours for reasonable peace and quiet during Sundays and Public Holidays, application for lettings during those times will need to be approved by the Chair of the Resources sub-committee and the Head Teacher on a case-by-case basis. The Environment Protection Act 1990 places a duty on the council to inspect its area and deal with any noise nuisance which it finds. It also requires that the council takes all reasonable steps to investigate complaints. A notice in respect of noise nuisance is normally served on the "person responsible". If this is not possible then it is served on the occupier or the owner of the premises. In the case of schools this will normally be the Governing Body for the school. There should not be any loud music after 22:00 hours.

## Capacities

Maximum capacities for different types of event will be considered based on local authority guidance figures. For all types of event, ordinary classrooms should not contain more than 30 persons. This will be discussed before the Lettings Agreement is signed.

### Seated Functions E.g. Meetings

Hall size: 120sqm. Maximum capacity: 70-100 persons

For seated functions, chairs should be set out in rows allowing the following measurements:

- Gangways should be at least 1.07m wide
- There should be at least a 1/2 metre between the back of one seat and the front of the seat immediately behind
- No seat should be further than 3.05m from a gangway

### Standing Functions e.g. Dances

Hall size: 120sqm. Maximum capacity: 60-90 persons



### **Combination of Standing/Seated Functions E.g. Dinner/Dances**

Capacities will be largely dependent on the size of tables used. Maximum capacity will be lower than numbers stated. Adequate room should be left between tables to allow easy access by users. Tables should not obstruct a clear walkway to exits. Haphazard layouts of tables should be avoided. Dancing areas should be clearly defined and away from tables as much as possible.

The listed capacities are given as a safety guide to eliminate the possibility of overcrowding at functions and are based on the assumption that full usage can be made of the sizes given. Where this is not possible due to large areas of unusable space or inadequate facilities, maximum capacity will be adjusted depending on the type of letting.

## **Filming**

### **Location Filming**

TV/Film companies hire premises to use as settings for feature films, drama, entertainment etc. Charges for location filming at Addison Primary School are made on an individual basis as budgets vary considerably between different production companies.

Most companies will bring their own generator and only require electric for kettles, irons etc. Where an electricity supply is needed, an additional charge is included within the negotiated rate.

Companies using electric power for filming, lighting or any equipment that would not be considered as general domestic appliances, are normally charged for the amount they use by taking a meter reading before and after the letting. A PAT certificate should be provided.

Companies should give the school details of the production (script/plot) and state that the scenes filmed on the premises are for use for this production only and will not be used for any other purpose without prior consent from the school or Local Authority. The Head Teacher will assess the information supplied to ensure that the production is suitable to be filmed on school property. This is particularly important for scenes that readily identify the premises. Further advice and assistance is normally obtained from the Facilities Section.

### **Filming of School Premises/Pupils**

Filming requests that are not for location filming i.e. specifically filming the school, pupils or work of the school/Local Authority are not regarded as lettings, although there may be a fee payable to the school. Advice is usually taken before agreeing to this type of filming, from the Education Consultation & Information Section.

### **Long-standing lettings**

The school has on site accommodation which is let for longer periods, including some offices and the School Flat. Agreements are in place to ensure compliance with school policies, that school property is protected, and to clarify how much notice either party needs to give to end the letting. All fees charged will be periodically reviewed.



Addison Gardens  
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**Supporting documents:**

- 1 Hire Application Form
- 2 Typical Agreement - drafted according to the type of letting being arranged

**Updated:** Spring 2024

**Due for Review:** Spring 2026



**Hire of School Premises Application Form**

School: **Addison Primary School**

1. Name of Organisation.....

2. Nature of Event.....

3. Number Attending.....

4. Admission Charge: £

5. Date(s) the Accommodation is required.....

6. Times From.....To.....

7. Accommodation required

*Toilet facilities will be available for every booking of the building.*

8. No. of chairs required.....

9. Other furniture required.....

10. Details of insurance cover taken out by the applicant of the function.....

.....

11. Please let us know of any Referees who would support your application.



## Addison Primary School Rental Agreement

### HIRER

Named contact: \_\_\_\_\_ (the Hirer)

Job Title:

School contact: Business Manager 020 7605 5333

Commencement Date: End Date:

#### FACILITIES TO BE HIRED:

(outline of spaces/areas to be used)

#### PURPOSE OF HIRE:

(outline explaining use)

#### PERIOD OF HIRE:

(duration)

#### CHARGE FOR HIRE:

(varies according to location and time)

#### ADDISON PRIMARY SCHOOL (The School) AGREES TO:

- Make the areas specified available for use during the hours agreed
- Ensure that those areas are clean and properly maintained ready for use by the Hirer
- Ensure that adequate lighting is provided i.e. external lighting during winter months

#### THE HIRER AGREES TO:

- Provide the Business Manager of Addison Primary School with the name and contact details of a designated person in charge of the activity
- Ensure that all participants in the activity are properly supervised at all times by the organizer
- Ensure the correct behaviour of all participants at all times
- Ensure that anyone taking part in the activity only uses the areas set out above
- Take full responsibility for the safety and security of any people participating in the activity
- Ensure that everyone taking part in the activity is aware of the School's fire regulations, details of which are included in this agreement (Page 3).
- Ensure that any electrical equipment that is brought on to the premises has been tested within the last 6 months and is appropriately marked
- Pay the agreed hire fee on receipt of an invoice
- Ensure that all areas that have been hired are kept clean and tidy and that all litter is removed, and the area is handed back to the school in the condition in which it was found



- Arrange and pay for 4 black-lidded pallet waste bins to be emptied on the Friday afternoon, so that the school refuse collection is not disturbed and our neighbours are not inconvenienced by waste food and packaging
- Ensure that visitors do not put food waste etc. into Orange Recycling bins
- Provide fencing to prevent access to Climbing Frame/Sand Pit area: fencing may be stored on site
- Ensure that the premises are vacated within 1 hour of the end of the hire period, or as soon afterwards as is reasonable to arrange agreed cleaning and removal of fencing etc.
- Ensure that the Addison Gardens entrance gate is closed before leaving the site
- Ensure that all participants are aware of the correct means of access to the area being hired
- Ensure that all participants are aware of where to find information on the activity and are requested not to phone Addison Primary School seeking information about the activity or access to the premises.

### **INSURANCE:**

The Hirer shall maintain Hirer's Liability Insurance in the sum of £5m for any one event and shall indemnify Addison Primary School against any legal liability for damages in respect of:

- Accidental injury to persons
- Accidental loss of or damage to property
- Acts of nuisance or trespass giving rise to a claim under civil law
- Any other breach by the Hirer of the terms of this Agreement.

### **TAX AND NATIONAL INSURANCE:**

You are reminded that it is your responsibility to notify the Inland Revenue of payments received. If you are in any doubt as to your situation regarding tax, you are advised to consult your local Tax Office.

### **HEALTH AND SAFETY: Addison Primary School is a Non-Smoking Site**

**The Hirer is responsible for:**

- Complying with all legislation relating to health and safety and the environment, and for ensuring that its activities do not compromise compliance measures which the School has taken
- Ensuring that it maintains records of any accident, instance of ill health or dangerous incident arising from its activities
- Ensuring that all accidents, instances of ill health or dangerous incidents arising from its activities are reported to the School's Business Manager
- Ensuring that all participants understand the procedure to be followed in the event of an emergency
- Maintaining accurate attendance lists of participants and visitors at its events.

**The School is responsible for:**

- Complying with all legislation relating to health and safety and the environment associated with the management of its buildings and all external areas under its control
- Ensuring that adequate provision has been made for the prevention, detection and protection of its facilities from the effects of fire, and that suitable arrangements are in place for the safe evacuation of the premises in such an event
- Removing any article or substance which could present a potential hazard: however it remains the duty of the Hirer to advise the Business Manager of any unresolved hazard which has been created as a result of the Hirer's activities.



### **TERMINATION OF AGREEMENT:**

7 days' notice is required from the Hirer to terminate the agreement. Less than 7 days' notice from the Hirer will attract a cancellation fee equivalent to 25% of the original fee, plus VAT where appropriate. The School will give 21 days' notice of termination unless the Hirer is in breach of the Agreement in which case the School can terminate forthwith.

### **EMERGENCY CONTACT NUMBERS:**

#### ***Daytime School numbers***

Office/Site Manager: 0207 603 5333

#### ***Outside school day number for security issues***

G4S

#### ***The Hirer:***

### **EMERGENCY EVACUATION PROCEDURES AND FIRE SAFETY:**

- In the event of a fire, emergency evacuation, or if the fire alarm is sounded, everyone should immediately leave the site and assemble in Bolingbroke Road. Nobody should attempt to re-enter the site until the Premises Manager or the Fire Brigade have said that it is safe to do so.
- The Hirer is responsible for ensuring that everyone involved in the activity is accounted for.
- No attempt should be made to fight the fire until evacuation is complete.
- The Hirer will arrange a Fire Drill once a term, in the same week that the school holds a Fire Drill, and keep records of the Fire Drills.

### **ADDITIONAL CONDITIONS OF HIRE:**

- The Hirer shall not cause, or permit, any person connected with the hire to drive any nails, screws or other fixings into the walls or floors, or into any furniture or fittings, or do or permit anything likely to cause damage to the building or any such furniture or fittings
- The Hirer shall pay to the School on demand the cost of reinstating or replacing any part of the premises or any property whatsoever belonging to the School, in or upon its premises, which may be damaged, destroyed, stolen or otherwise unlawfully removed during the period of hire, save where such damage is covered by the School's Insurance in which case the Hirer would be liable only for any excess.
- The period of hire will start from the time that the first person requires entry until the time the last person leaves the School grounds, and will include any preparation and clearing up time
- Any information gained during the contract shall not, without permission from Addison Primary School, be used for publication, broadcast or television
- All entrances to the School are to be kept clear of vehicles at all times
- No smoking will be permitted anywhere within the School buildings or grounds



Appendix A

**Availability and Instant Confirmation**

Check availability and make your booking instantly through our secure events manager booking system. Payments can be made with all major credit cards at the time of booking.

Receive confirmation of your booking and payment immediately to your email account.

**Rates per hour**

<b>Space</b>	<b>Mon-Fri: 5pm - 8:30pm</b>	<b>Sat-Sun: 9am-6pm</b>
<u>Lower Hall</u>	£40	£40
<u>Middle Hall</u>	£40	£40
<u>Playground</u>	£50	£350 Per day
<u>Other Spaces</u>	Contact the school office for options, availability & prices	Contact the school office for options, availability & prices

\*VAT is 20% if applicable

For repeat bookings over a longer period of time, booking and a payment plan are best made by contacting our school Office Manager:

Email: [admin@addison.lbhf.sch.uk](mailto:admin@addison.lbhf.sch.uk)  
Phone: 0207 603 5333 (8.30am - 4pm)



VAT Guidelines

	Sports Facilities	Non-Sports Facilities
Used for Sports	Standard Rate (+20%)	Exempt
Used for Non-Sports	Exempt	Exempt

**Hire of non-sports facilities**

Letting non-sports facilities includes the hire of rooms. Room hire is VAT exempt where the room includes:

1. Tables and chairs
2. Tables and chairs and hire of kitchen where the hirer can prepare their own food and drink

**ICT/IT Suites Hire**

Letting of an ICT/IT Suite (use of IT equipment) will be subject to VAT at the standard rate. When hired just as a room for meetings due to no other room being available, this charge will be exempt from VAT.

**Let of grounds**

Playground - VAT exempt. However, admission charges to an event is standard rate

**Hire of sports facilities**

Letting facilities designed or adapted for playing sport or physical recreation is normally subject to VAT at the standard rate. Lettings may only be exempt from VAT if certain conditions are met (see conditions below):

1. General purpose halls are not classed as sports facilities and letting these for sport/recreation is VAT exempt
2. Sports facility for single lets of 24hours
3. The series consists of 10 or more lets
4. Each session is for the same sport or activity
5. Each session is in the same place
6. The interval between each session is at least one day and not more than 14 days (there is no exception for intervals that are longer than 14 days due to closure e.g. public holidays). HMRC have confirmed the minimum interval is strictly 24hours. For example, if a club hires on a Saturday at 9am the earliest the next session can be is Sunday 9am. If session begins earlier then 24hours the hirer will be liable to pay VAT at the standard rate.