



Lyon Park Primary School

Lettings Policy

Review Date: - 18/03/2025

Lyon Park Primary School – Lettings

Lettings Policy

This policy outlines procedures and rules that must be adhered to when hiring the premises. The information in this policy makes clear the expectations from the School and how the lettings will not only support the School, but those hiring the School and the neighbouring houses. We recognise that there is a lot to consider, but in recognising legal and health and safety requirements, all points need to be acknowledged.

We hope that you decide to use the premises for your function and that the space available suits your needs. We will try and support you as much as we can. If any of this policy needs clarification or you require direction in meeting the requirements, please contact the school (020 8902 5454). The School Business Manager or the Caretaker will help you.

- The Hirer must be over the age of 18 years.
- The conditions of Hire must be abided by, and the agreement signed by both parties.
- Payment should be made to Lyon Park Primary School.
- The Hirer shall not sublet the premises and only use it for its stated purpose.
- The School reserves the right to cancel or change any booking. Although every effort will be made to give reasonable notice of any such changes, this may not always be possible.
- In the event of loss or damage to the building, furniture or other equipment provided during the period of hiring (which includes entering and leaving the building) a charge will be made to cover the costs of repair. This will be deducted from the deposit and if insufficient, a further invoice issued.
- The building must be left clean and tidy and all the property of the Hirer must be removed at the end of hiring unless special arrangements have been made. The School cannot accept responsibility for any property left by the Hirer or representative on the premises.
- Parking is available but car horns should not be sounded in or around the premises.
- All public announcements must clearly state the name and address of the Hirer and the purpose of the event.
- The School has no alcohol licence and so intoxicating liquor shall not be sold on the premises. Alcohol can only be consumed at a private party – this means it cannot be advertised (including internet communication via Twitter or Facebook, where interpretation could be an “open” invitation.)
- Hirers must ascertain from the council if a licence is required **where admission is charged** for performances, dancing and Bingo. Full compliance must be made to any necessary licence. Health and Safety Licensing is at Brent House, Wembley High Road, Wembley. If music is played where no profit is made, then there is no issue, **but if a DJ is employed, for example, then a licence will be required.**
- Hirers of educational establishments are required to furnish details direct to the Performing Rights Society of any musical works, whether published or in manuscript, performed at the premises vocally, instrumentally, as entertainment for which a charge is made. A form should be completed and forwarded direct to the Performing Rights Society Ltd, immediately after the letting has taken place. For further information contact the Performing Rights Society Ltd, Copyright House, 29-33 Berners Street, London. W1P 4AA.

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- When commercial sound recording (records, tape, CD recordings) are publicly used at events where a charge is made, an application for licence to use such recordings must be submitted to Phonographic Performance Ltd, Evelyn House, 62 Oxford Street, London. W1N 0AN.
- The Hirer shall indemnify the School against all costs and claims made against the School for breach or infringement of Copyright by the Hirer.
- Children should be supervised at all times.
- Where classrooms are hired for use, the Hirer must ensure that pupils' property, work and school equipment is not interfered with in any way. Books, pens, paints, paper and other consumable resources are not to be used. Failure to comply with this will result in a deduction from the advance deposit. **Food is not permitted in the classroom.**
- No structures are to be erected without the prior consent of the School.
- The Hirer must ensure that the use of the playing field will not prejudice its use for normal purposes. Full supervision by a responsible adult must be undertaken whilst the field is being used. No cars may be driven or parked on any grassed areas.
- **School offices and the School kitchen cannot be used.**

Periods of Hire

The premises may be hired between 18.00 hours and 23.00 hours during School days and between 7.00 and 24.00 at weekends. During the school holidays, weekend times apply. The School will consider times not within these timescales, so please ask.

The playing of music (recorded or live) is not permitted after 23.00.

Health and Safety

- Smoking is not permitted anywhere on site, including within the school car park
- The lighting of fires and use of fireworks are strictly prohibited.
- Permission to use the premises will not be granted if the School considers the booking would create unreasonable disturbance to local residents or interfere with School activities.
- The Hirer must ensure that there is law and order and take reasonable steps to prevent injury, loss or damage to any person or property during the hire period.
- All fire doors, exits and corridors within the premises must be kept clear at all times.
- Should the Hirer wish to use electrical equipment other than that provided by the School, the Hirer must ensure that it has been PAT tested. Under no circumstances must any electrical equipment be used if it does not have an up-to-date PAT test certificate.
- The Fire evacuation procedure must be adhered to.

NOTE: FAILURE TO COMPLY WITH THE CONDITIONS SET OUT UNDER HEALTH AND SAFETY MAY RESULT IN THE EVENT BEING TERMINATED. NO REFUNDS WILL BE MADE UNDER THESE CIRCUMSTANCES.

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Insurance

The Governors of the School **shall not be responsible** for the loss or damage to any property whatsoever, or death or injury to any person whatsoever. Hirers must provide their own insurance against their liability towards the School, the public and their own employees in this respect.

We will always endeavour to support the Hirer if changes to agreed lettings need to be made. However, cancellations will result in an automatic charge of £200.

Safeguarding

It is an obligation of the hirer to confirm that:

- Where required Disclosure and Barring Services (DBS) checks have been carried out on all persons over the age of 16 who work, either in a paid or voluntary capacity, with vulnerable people (children, young people or adults) on the activity or activities it undertakes on the school premises and that these checks demonstrate that they are safe to do so. The hirer is responsible for ensuring compliance with the DBS 'Code of Practice' and relevant Brent Local Safeguarding Children Board requirements.
- The hirer must have a Designated Safeguarding Lead (DSL) on site during the hire and ensure policies and procedures are 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) and that the staff and volunteers will act upon any concerns without delay.
- Staff and volunteers are aware of how and to whom they should refer to should any concerns arise and that such information is detailed within their safeguarding policy.
- The hirer shall be required to provide evidence of the above at the request of the governing body if the school, the headteacher, or the council requests this information.
- 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.
- The hirer must make clear in any advertisement for the service/activity offered on school premises that the school does not endorse, are involved or responsible for the service/activity.
- The hirer must follow Keeping Children Safe In Education (KCSIE), paragraphs 166 and 167 (DfE, September 2024), guidance in 'After-school clubs, community activities and tuition: safeguarding guidance for providers'.
- All safeguarding matters [where appropriate']. (KCSIE 2024, paragraph 166) must be reported to safeguarding@lyonpark.brent.sch.uk
- Failure to comply with the safeguarding terms and conditions will lead to termination of the agreement.' (KCSIE 2024, paragraph 166).

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Standard Conditions of Hire

1. Definitions and interpretation

In these conditions:

- 1.1 terms defined in the agreement to which these Conditions are annexed ("the Agreement") have the same respective meaning in these Conditions;
- 1.2 words importing one gender shall be construed as importing any other gender;
- 1.3 words importing the singular shall be construed as importing the plural and vice versa
- 1.4 references to persons include bodies corporate (e.g. a limited company);
- 1.5 any undertaking by the Hirer not to do an act or thing shall be deemed to include an obligation not to permit or suffer such an act or thing to be done by another person;
- 1.6 references to "the school" save where the context otherwise requires include the ancillary areas that the Hirer is permitted to use pursuant to condition 3;
- 1.7 the headings do not form part of these Conditions and shall not be taken into account in their construction or interpretation;
- 1.8 any reference to a specific statute includes any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general reference to "statute" includes any regulations or orders made under such statute or statutes.

2 Corporate Hirer

If the Hirer is a corporate body the Hirer must not later than 5 days before the commencement of the Period of Hiring notify to the school in writing the name, address and telephone number of an individual who will be personally responsible to the school for the obligations of the Hirer under the Agreement jointly and severally with the Hirer.

3 Facilities

- 3.1 Use of the School means the use of such areas as are specified in the Agreement
- 3.2 The School is to make available before the commencement of the Period of Hiring the number of chairs, tables and any other furniture/equipment specified in the Agreement.

4 User

- 4.1 No part of the School is to be used for any purpose other than the Purpose of the Hiring.
- 4.2 No part of the School is to be used for any unlawful purpose or in any unlawful way.
- 4.3 No items that are hazardous or potentially hazardous or may cause a nuisance to the public may be brought into the School or allowed to enter the School without the express consent of the School to include, but not limited to:
 - 4.3.1 Live animals
 - 4.3.2 Flammable or explosive items eg gas filled balloons and indoor fireworks
 - 4.3.3 Chemicals producing an offensive smell
 - 4.3.4 Steam or gas engines
 - 4.3.5 Ice machines or smoke machines
- 4.4 No food or drink may be brought into the School without the express agreement of the School.
- 4.5 The Hirer must comply with the decision of the caretaker at the School with regard to its use.

5 Electrical and Educational Equipment

- 5.1 No lighting, heating, power or other electrical fittings or appliances in the School are to be altered, moved or in any way interfered with.
- 5.2 No additional lighting, heating, power or other electrical fittings or appliances are to be installed or used without the prior consent of the school.
- 5.3 Where consent is given by the school to the installation or use of electrical fittings or appliances at the school as detailed in Condition 5.2, any such fitting or appliance shall be in safe and good working condition and used in a safe and appropriate manner.

6 Supervision

- 6.1 During the Period of the Hiring the Hirer is to responsible for :
 - 6.1.1 the efficient supervision of the School including (without prejudice to the generality of the above):
 - 6.1.1.1 the effective control of children and adults
 - 6.1.1.2 the orderly and safe admission and departure of persons to and from the School
 - 6.1.1.3 The orderly and safe vacation of the School in case of emergency
 - 6.1.2 the safety of the school
 - 6.1.3 the preservation of good order and decency in the school
 - 6.1.4 ensuring that all doors allowing entrance and exit are unfastened and unobstructed and immediately available for exit
 - 6.1.5 ensuring that no obstruction is placed or allowed to remain in any corridor giving access to the School.
- 6.2 The Hirer is to provide such number of competent stewards and attendants as may in the opinion of the school be necessary to secure compliance with the above requirements
- 6.3 The Hirer is to identify 5 days prior to the Period of Hiring a nominated representative with whom the School may liaise before and during the Hiring and who will be responsible for supervising the Hiring to ensure there are no breaches of the Agreement.

7 Decorations and Advertising

- 7.1 No bolts, nails, tacks, screws, bits, pins or other like objects are to be driven into any part of the School nor is any adhesive substance to be attached to it.
- 7.2 No placards or other articles are to be fixed to any part of the School.
- 7.3 No cotton wool or highly flammable material is to be used for decoration or other purposes.
- 7.4 No posters, boards, signs, flags or other emblems or advertisements are to be displayed inside or outside any part of the School without the previous consent of the School.
- 7.5 The School reserves the right to remove any permitted posters, boards, signs, flags or emblems or advertisements which become so dirty or torn as to be untidy or unsightly.

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- 7.6 Flyposting is not to be carried out in contravention of the Town and Country Planning legislation.

8 Maximum number to be admitted

The maximum number of persons to be admitted to the School is not to exceed the number specified in the Agreement and during the Period of the Hiring, the Hirer must keep a note of the number of persons admitted and show the same on demand to any governor of the school.

9 Statutory requirements

- 9.1 The Hirer must not do or permit any act, matter or thing which would or might constitute a breach of any statutory requirement affecting the School or which would or might vitiate in whole or in part any insurance effected in respect of the School
- 9.2 The Hirer must comply with all conditions and regulations made in respect of the School by the Fire Authority and a copy of these will be supplied to the Hirer on request.

10 Payment

The Hirer will pay the following fees for the Period of Hiring:

- 10.1 The Hiring Fee, payable in full 30 working days prior to the Period of the Hiring; and a holding deposit of £75 per hour for each hour of the Period of Hiring.
- 10.2 The holding deposit must be made at the time of making the Agreement to Hire.
- 10.3 If the Period of Hiring is less than 30 working days then full payment must be made at the time of making the Agreement along with the holding deposit.
- 10.4 A surcharge of £50 or 5%, whichever is greater, will be added to the debt if payment is not made as per point 10.1.

11 Public Entertainments licence / stage play licence

The Hirer must comply with all conditions and stipulations of any public entertainments licence or stage play licence that may exist for the school (so far as the same may be relevant to the Hiring)

12 Copyright works

- 12.1 In the use of the School, the Hirer is not to infringe any copyright or allow any copyright to be infringed.
- 12.2 If the use of the School will involve the performance of any musical or dramatic works or the delivery in public of any lecture in which copyright subsists it will be the responsibility of the Hirer to obtain prior to the Period of Hiring the consent of the owner of the relevant copyright and to pay all composers', authors', publishers', and other fees or royalties which may be payable in request of the function.
- 12.3 If requested by the School, the Hirer must supply for approval a copy of the programme of any entertainment to be given at the function not less than 7 days

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before the Period of Hiring and must provide such evidence as the school may reasonably require of compliance with this Condition.

13 Broadcasting and filming

The Hirer is not to grant broadcasting or filming rights without the prior consent of the School but cameras may be brought into and used for private (but not commercial) purposes provided that no nuisance or annoyance is occasioned.

14 Noise

The Hirer is not to allow any noise which in the opinion of the School creates a nuisance. Any singing, clapping and playing of musical instruments during the hiring should not be loud enough to be heard in the car park of the school and where it is will be regarded as a nuisance. For the avoidance of doubt, the school reserves the right to prevent the use of large sound systems and to cancel the Hiring where attempts are made to bring such sound systems into the School.

15 Gambling

No sweepstake, raffle, tombola or other form of lottery is to be permitted to take place in the School except a lottery:

- 15.1 which is lawful under the Lotteries and Amusements Act 1976 (as amended)
- 15.2 for which the prior consent of the School has been obtained, and
- 15.3 which is conducted strictly in accordance with the relevant statutory provisions.

16 Alcohol

No excisable alcohol is to be sold by the Hirer or supplied free of charge at an event where the Hirer charges an admission fee. Any breach of this Condition shall entitle the School to terminate the Hiring immediately.

17 Smoking

Smoking is not permitted within the School Site, including the Staff Car Park.

18 Period of Hiring

- 18.1 The Period of Hiring specified in the Agreement is calculated from the time the Hirer enters the School until the time the Hirer vacates the School and as such includes both preparation and cleaning time.
- 18.2 Should the hirer fail to vacate the School at the expiration of the Period of hiring, the Hirer will be liable for the payment of a sum double the hourly rate of the Fee for each

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hour or part hour the Hirer remains at the premises beyond the expiration of the Period of Hiring.

- 18.3 At the expiration of the Period of the Hiring, the Hirer is to leave the School in a clean and orderly state free of litter, and in particular (but without prejudice to the generality of the above):
- 18.3.1 the Hirer is to remove all equipment previously brought in by or on behalf of the Hirer, and
 - 18.3.2 the Hirer is to ensure that all tables supplied by the School are duly folded and all chairs duly stacked and that any other furniture/equipment is restored to its original position; and
 - 18.3.3 the Hirer is to remove any food, drink, litter, decorations and debris and must provide its own plastic bags and floor cleaning equipment.
- 18.4 If any equipment or foods are left at the School by the Hirer without the express consent of the School, the School reserves the right to remove and dispose of such items and to charge the Hirer for such removal, disposal and cleaning of the School.

19 Agreement personal to Hirer

The benefit of the Agreement is personal to the Hirer and not assignable or capable of being sub-hired.

20 Damage to School property

The Hirer is to take good care of and not cause any damage to the structure or to any fittings, equipment or other property in the School. If it fails to do so, it shall pay for any such damage caused by any act or neglect of the Hirer or anyone for whom the Hirer is responsible or anyone permitted by the Hirer to enter the School against the deposit.

21 Injury to persons and loss of property

- 21.1 The School **will not be liable** for the death of or injury to any person attending the School for the Hiring or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by the Agreement except where such death, injury or loss is due to the negligence of the School.
- 21.2 The School will not under any circumstances accept responsibility or liability in respect of any damage to, or loss of, any goods, articles or property of any kind brought into or left at the School either by the hirer for his own purposes or by any other person or left or deposited with any officer or employee of the School
- 21.3 The Hirer will indemnify the School against all such liabilities as are mentioned in this Condition.

22 Third Party Insurance

If requested by the School, the Hirer is to have in force throughout the Period of the Hiring, a policy of insurance effected with a reputable insurance company or with underwriters at Lloyd's, covering the Hirer against third party risks for a sum of not less than £10,000,000 and

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at the request of the School will produce to the School not later than 3 days prior to or at any time during the Period of Hiring evidence of such policy.

23 Further exclusions of liability

- 23.1 The School will not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or act of God which may cause the School to be temporarily closed or the hiring to be interrupted or cancelled;
- 23.2 The School gives no warranty that the School is legally or physically fit for any specific purpose.

24 Right of Entry

The School reserves the right for duly authorised members or officers or employees of the School to enter at any time for any authorised purpose.

25 Cancellation by Hirer

- 25.1 If the Hirer wishes to cancel the hiring in whole or in part, the Hirer must give the School notice to that effect.
- 25.2 If such notice is given more than one month prior to the Period of the Hiring, and if the School is able to affect an alternative hiring, then the Hirer will only be liable for the Administration Fee. If notice is given less than one month prior to the Period of the Hiring or the School is not able to affect an alternative Hiring, the Hirer shall be liable for the full Hiring Fee and Administration Fee.

26 Cancellation by Council

- 26.1 The Council may cancel the hiring if the School is required for any purpose in connection with a Parliamentary or local government election or if the Centre is rendered unusable by any such event as is mentioned in Condition 23.1.
- 26.2 If the hiring is cancelled for any such reason as is mentioned in Condition 26.1 the School will give to the Hirer the maximum practicable notice and refund the Fee but will not otherwise be liable to the Hirer.

27 Breach by the Hirer

If the Hirer fails to observe and perform any of these Conditions the school may:

- 27.1 charge to and recover from the Hirer any expenses incurred by the School in remedying any such failure including the cost of employing attendants, workmen, cleaners or other persons as may be appropriate, such costs not being limited to the amount of any deposit; and

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- 27.2 cancel the instant or any other hiring of the School by the Hirer without incurring any liability to the Hirer for the return of any fee or otherwise; and
- 27.3 retain any deposit in full or part.

28 Complaints

Any complaint arising out of the hiring must be made in writing to the School within 3 days after the expiration of the Period of Hiring.

29 Notices

All notices, demands or requests by either party to the other shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the address of the Hirer specified in the Agreement.

30 Deposit

The Deposit will be refunded within 28 days of the expiration of the Period of Hiring provided that no damage or loss has been caused as a result of any breach of the Agreement by the Hirer.

Agreement for the Hire of Lyon Park Primary School Facilities

Purpose of Hire _____

Date of Hire _____

Times of Hire _____

Will you be charging for your event? _____

Details of Hire:

- School Hall ☐
- Tables/Chairs ☐
- Staging ☐
- Outside Area ☐
- Classroom(s) ☐ Number required _____

The Hirer must leave all areas clean, including toilets, after use, so that the School can run smoothly on the following days.

Please provide details of any speaker/artist/performer participating at your event:

Name: _____

Address: _____

Details of performance _____

(This may require a licence in the form of a "temporary event notice")

This agreement is made on _____

Between

(1) Lyon Park Primary School

and

(2) _____

Address _____

_____ Telephone: _____

NOW IT IS AGREED as follows:

1. Definitions

- 1.1. "The Hiring fee" means the sum of:
 - 1.1.1. £75 per hour for the School Hall
 - 1.1.2. £50 for tables/chairs/staging
 - 1.1.3. £35 for outside courtyard
 - 1.1.4. £5 per car in the School carpark
 - 1.1.5. Classrooms: £30 per hour; 3-5 classrooms - £75 per hour; 6-10 classrooms - £90 per hour; 11-15 classrooms - £100 per hour; 16-20 classrooms - £120 per hour.
 - 1.1.6. Minimum Fee of £100
- 1.2. "The Caretaker's Fee" means the sum of £15.00 and is included in the hiring fee in this instance.
- 1.3. "The Administration Fee" means the sum of £10 and is included in the hiring fee in this instance.
- 1.4. "The Deposit" means the full cost of hiring e.g 5 hrs @ £75ph = £375.
- 1.5. The agreement is for the Hire of the areas of the School indicated above.
- 1.6. The "Period of the Hiring" means the date(s) and times indicated above.
- 1.7. The "Purpose of the Hiring" means for the purposes of.
- 1.8. The "Special Conditions" means the conditions set out in the Schedule to this Agreement.
- 1.9. There is a number of **200 persons as a limit** when using "the Heart" of the building, and 30 when using a classroom.

2. Hiring

In consideration of the Hiring Fee, the Caretaker's Fee, the Administration Fee and the Deposit paid by the Hirer, the School agrees subject to the Standard Conditions and any Special Conditions attached, to permit the Hirer to use the Hall for the Purpose of Hiring together with any chairs and tables hired, including the toilets within the hall area.

3. Obligations of the Hirer

The Hirer agrees with the School to observe and perform the Standard Conditions any attached Special Conditions.

IN WITNESS whereof this Agreement has been signed on behalf of the Parties:

The Hirer

Acting by : Signature _____

Name _____

The School

Acting by : Signature _____

Name _____

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Fire Evacuation Plan

In the event of a fire, press the call-point button which is situated by the exit door where you enter the hall. This will sound the alarm and summon the fire brigade.

Immediately evacuate the hall through all exit doors and exit the building through the main entrance doors, which will have automatically opened.

Please ensure that all people have evacuated and have assembled adjacent to the car park at the school entrance gates.

The hirer of the school hall must remain at the entrance doors to liaise with the fire brigade.

If the alarm sounds while you are in the building, begin evacuation, immediately.

Please note: There is a fire curtain at the kitchenette area. This will descend as the alarm sounds.

Please **DO NOT** obstruct the curtain, but leave the area immediately.

Walk around to the rear of the building and assemble adjacent to the car park at the school entrance gates.

Please inform the caretaker, Ian Blake , of any incident that occurs on 07568 574132

Signed.....

On Behalf of.....

Date.....