

LETTINGS POLICY
TERMS AND CONDITIONS FOR THE HIRE OF SCHOOL PREMISES

Introduction

The Governing Body's primary objective is to provide the best possible education for its pupils and effective use of the school's facilities is a key factor in achieving this. However, subject to this overriding requirement, the Governing Body regards school buildings and grounds as community assets and makes reasonable efforts to enable them to be used as much as possible.

Guiding policy for the letting of school premises

A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils. Priority for the use of the school will, at all times, be given to school functions.

The school has a strong ethos of putting children first and is committed to equal opportunities within our diverse community which we welcome and celebrate. Governors reserve the right to decline applications for lettings where the applicant's activities or ethos are in contradiction to those of the school.

A charge will be levied in respect of any letting to meet the additional costs incurred by the school.

Definition of a letting

A letting is 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')".

Administrative process

Organisations wishing to hire the school premises should approach the School Business Manager to discuss their requirements. An Application for Hire of Premises Form (a copy of which is attached to this policy) should then be completed and returned to: School Business Manager, Alexandra School, Kingston. KT2 6SE. If you have any queries about these arrangements please call 020 8546 7176.

No letting should be regarded as "booked" and no public announcement of any activity or function taking place should be made until the school's approval for the letting has been given to the applicant in writing.

Should the letting application be approved, an Agreement to Hire of Premises will be sent to the applicant.

The applicant will be invoiced for the cost of the letting in accordance with the Governing Body's current scale of charges which are reviewed annually.

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All terms and conditions set out below must be adhered to. The "Hirer" is the person applying for a letting and who will be personally responsible for payment of all fees or other sums due in respect of the letting.

The hire agreement:

- is personal to the Hirer only and the Hirer shall not sub-let the premises to another person;
- does not give exclusive possession of any part of the school; and
- does not create any tenancy between the school and the Hirer.

Status of the Hirer

Lettings will not be made to persons under the age of 18 or to groups with an unlawful or extremist background.

Any adults working with the school's pupils (for example, at an after-school sports club) must be appropriately qualified.

The hirer shall be responsible for carrying out their own DBS checks for staff working with children and vulnerable adults and must sign the school's form to confirm that they do this. It is the responsibility of the hirer to provide a list of all staff, together with their DBS details, to the School Business Manager before the start date of the letting. Any members of the hirers' staff running a club at the school must provide us with a photo ID together with the original DBS certificate. Where the hirer is a sole practitioner, the school will carry out a DBS check for the hirer, if requested and provided at least ½ term's notice is given, and the hirer must bear the costs of these checks.

The hirer shall be responsible for ensuring that staff sent to the school are not Disqualified by Association and must sign the school's form to confirm that they do this.

See also: Roles and Responsibilities for External Service Providers

Roles and Responsibilities for External Lets

Disqualification by Association for Service Providers

Own risk

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

Hirers are responsible for their own Public Liability insurance cover and, where requested, must provide evidence that satisfactory insurance cover is in place.

Attendance and public safety

The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct and, where applicable, must adhere to the correct adult/pupil ratios at all times. 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, and shall be responsible for preventing any overcrowding (such as would endanger public safety) and for keeping clear all gangways, passages and exits.

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First aid facilities

It is the Hirer's responsibility to make their own first aid 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 first aid resources is not available unless specifically agreed beforehand.

School furniture, fittings and equipment

Responsible adults must supervise the use of any equipment which is issued to them and ensure its safe return. School 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.

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. In the event of any damage to school premises or property arising from the letting, the Hirer shall undertake to pay the cost of any repairs or replacements required.

Electrical equipment

All electrical equipment brought onto the school site by the Hirer must have a certificate of safety from a qualified electrical engineer or be inspected by the LA. The intention to use any electrical equipment must be notified on the application.

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 (the "Site Manager"), and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. If no suitable Site Manager can be employed the letting will be cancelled. Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Governing Body.

Fire regulations and emergencies

The Site Manager will explain the fire procedures to the Hirer. The advice will specifically relate to emergency evacuation procedures, fire alarm points, fire fighting equipment, assembly points and roll call of personnel, location of telephone and how to summon the Fire Brigade and emergency services. A written copy of fire evacuation procedures will be issued to Hirers.

The hirer must make him/herself fully conversant with the fire drill and evacuation procedures for the premises and the position of appliances and emergency exits and undertakes that this information is appropriately advised to event participants.

Where appropriate, the Hirer must also keep a record of the participants using the school for Health and Safety reasons. In the event of an evacuation of the building the Hirer is responsible for informing the Site Manager that all participants have been evacuated safely.

The Hirer must have immediate access to participants' emergency contact details, and may use the telephone in the school office in the event of an emergency.

Smoking

The whole of the school premises is a non-smoking area and no smoking is permitted.

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Food and drink

No food or drink may be prepared or consumed on the property without the prior written agreement. If agreed, food preparations must be in line with current food hygiene regulations.

Alcohol will only be allowed on the premises with prior approval and may only be sold on prior sight of a local magistrate's licence.

Litter

All litter MUST be placed in the bins provided.

Promotional literature/newsletters

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Headteacher a week prior to distribution by the Hirer.

Any Hirer who wishes to display a banner attached to the perimeter fencing promoting their activity may do so for a small charge and only with permission of the Headteacher. The location of the banner will be at the discretion of the Headteacher.

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.

Charges

Hirers will be invoiced by the school and charges must be paid in accordance with the instructions on the invoice. The school reserves the right to refuse the Hirer subsequent admission to the premises if any account remains outstanding.

The current charges are set out in the Lettings Charges document. The school reserves the right to amend the charges giving one month's notice.

Cancellations

Either party may cancel a letting, provided that in each circumstance at least 28 days notice either way is given in writing. The School reserves the right to cancel or amend a letting in the event of the premises subsequently being required for school activities. In this event as much notice as possible will be given but the school will not be under any obligation to offer alternative accommodation.

It is the Hirer's responsibility to notify users in writing (where appropriate) of any changes in dates or venues at least a week in advance.

Hirers will be required to pay the letting charge if the premises are opened for the letting even if the letting does not then take place.

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 may monitor activities from time to time.

Conclusion of the letting

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.

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The Hirer shall leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional fee may be charged.

If a letting over-runs the time booked, an additional charge will be made.

Failure to comply with The Terms and Conditions may result in a letting being cancelled and may jeopardise any future application.

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APPLICATION FOR HIRE OF PREMISES

Local Private/ Authority/ Commercial Community Per hour Per hour Hall: After school (3.30 – 10.30 pm) £30.00 £25.00 Saturdays (up to 10.30pm) £35.00 £30.00 Sundays (up to 10.30 pm) £40.00 £35.00

Small Hall: After school (3.30 – 10.30 pm) £25.00 £20.00 Saturdays (up to 10.30pm) £30.00 £25.00 Sundays (up to 10.30 pm) £35.00 £30.00

Additional areas of the school (classrooms and playground) After school (3.30 – 10.30 pm) £25.00 £20.00 Saturdays (up to 10.30pm) £35.00 £25.00 Sundays (up to 10.30 pm) £40.00 £30.00

There will be an additional charge of 30 minutes at each end of the letting to allow for unlocking and locking up if just one area is being used. Fees include the cost of: • the Site Manager's time to unlock / lock the premises and to ensure security for the duration of the let; • a light clean after the let (floor sweeping / toilets wiped and floor mopped). Any heavy cleaning required will be at an additional cost; • heating, lighting and normal wear and tear; and • use of cloakrooms.

Please note, in accordance with regulations, we are required to charge VAT for the following sports lettings:

1. For hirers that are not a school club, association or an organisation representing an affiliated club.

2. Sports sessions (schools, clubs, associations or organisations representing an affiliated club): • if less than 10 sessions are booked and invoiced together • if there is more than a 14 day or less than 1 day interval between sessions (even if 10+).

For further information please contact: Diane Hutchence, School Business Manager. 020 8247 0300.