



'Striving, Supporting, Inspiring, Succeeding'

ST STEPHEN'S INFANT SCHOOL



Policies

Lettings

REQUIRED REVIEW FREQUENCY		Every 2 Years
NEXT REVIEW DATE		October 2022
VERSION	APPROVED BY	DATE OF APPROVAL
3	Resources	14 October 2020
Key Changes: Reviewed by Dela Harris. No Changes.		

Signed

Date

Chairman of the Resources Committee

1. Rationale

A schools premises and facilities should be used and valued by the community it serves.

To this end the St Stephens Infant School (SSIS) will make certain parts of its premises available for hire by authorised users at times when they are not in use by the school.

This policy has been put in place to ensure a consistent approach for lettings and provide the Governing Body, the Headteacher and hirers with a clear understanding of the letting process and their responsibilities within it.

2. Purpose

Through lettings the school will:

- maximise the effective use of the school's physical environment to the benefit of the school and the community
- use income generated to the benefit of the education provided for the pupils who attend the school
- seek to develop partnerships with local clubs by their use the facilities.

Lettings are therefore to be encouraged provided they:

- do not compromise the security of the school or the safeguarding of its pupils
- do not involve undue risk to any persons, property or premises
- do not risk bringing the school into disrepute
- do not jeopardise other lettings
- do not prevent the school from carrying out its duties.

3. Exceptions

Premises and facilities will not be let to anyone under the age of 18 years and the school kitchen and school offices are not available for hire.

4. Charges

The charges for the hire of school premises must be agreed in advance of the hire.

The hire fees are reviewed on a regular basis and a schedule of the latest charges and discounts is available from the School Office.

5. Procedure

5.1. Application and Approval

No person or persons shall use the premises or facilities covered by these regulations without a current approved Lettings Form.

- **All applications must be on the Lettings Form provided by the school and must be completed in full and approved** at least seven clear days prior to the proposed commencement of the Letting. **Failure to do so may result in the application not being approved. Where the proposed commencement date falls within a school holiday, the application must be submitted** at least seven clear days prior to the commencement of the holiday period.
- Applications will only be accepted for a period of one year between the first day of April of one year and the last day of March of the following year. However, the Lettings are renewable, subject to the completion of a new application form.
- The hirer must personally sign the application form to formally accept personal responsibility for the Letting.
- Suitability of hirers will be assessed from the Lettings Application Form. The Headteacher will assess the booking request against the application criteria and the latest Terms and Conditions of Hire.
- The Headteacher retains the authority to make the final decision on the approval or cancellation of any Letting and must formally approve **ALL LETTINGS**. In the case of the Headteacher having a vested interest approval will be considered by the Chair of Resources Committee acting on behalf of the Governing Body,
- Hirers have the right of appeal against any refusal or termination. This should be made in writing to the Governing Body. Any decision made as a result of an appeal will be final.
- No Letting will be considered confirmed until the Lettings Application Form has been signed by the Headteacher, at least **four clear days prior to the proposed commencement of the Letting**.
- The school may at its absolute discretion require a deposit from any hirer prior to accepting a booking.

5.2. Invoicing & Payments

Invoicing periods vary with the type of lettings:

- **One-off Lettings** - Invoices will normally be issued in advance of the Letting and are payable immediately upon receipt
- **Regular Lettings** - Invoices will normally be issued during the first week of each school term. Therefore, Lettings charges are payable in advance. Each invoice must be paid within **ten working days** of receipt
- **Block Bookings** – Invoices will normally be issued for a minimum period of 10 weeks in order to comply with Her Majesty's Revenue and Customs legislation regarding the exemption of VAT. Payment must be in full, even where specific sessions are not utilised. **NO REFUNDS** will be given for any series of Lettings that fall into this category. This does not apply where the School has cancelled Lettings.
- Payments must be made to the school office by post or in person, and are only accepted during normal school office hours. Payments made to the school are applied to charges in the following order, irrespective of any purpose indicated by the hirer:
 - Charges for damage caused to the premises during a previous hire
 - Rental charges for a previous hire

- Deposits (where required)
- Rental charges for a forthcoming hire.

5.3. Cancellation

5.3.1. Cancellation by the hirer

Notice of cancellation of a booking must be given in writing. A minimum of four week's notice of cancellation is required for all bookings made. This notice period shall be deemed to start from the time notice is received at the school office. Where less notice is given a cancellation charge equal to the full hire charge is payable. Where it is possible to re-let the room to cover the cancelled booking the school may at its sole discretion agree to waive some or all of the cancellation charge.

5.3.2. Cancellation by the school

The school reserves the right to cancel a booking without reason by giving four week's notice of cancellation to the hirer. If no suitable alternative can be agreed, any fees paid for the cancelled hire will be refunded to the hirer provided the hirer is not in arrears to the school for any charges relating to hire of school premises.

The school may cancel a booking without notice under any of the following conditions:

- Where it is legally obliged to do so.
- Where the premises are unfit to be hired out
- Where a health or safety risk would arise if the hire were to proceed.
- Where to permit the hire would risk the reputation of the school
- Where the school believes it has been misled as to the purpose of the hire
- Where force majeure prevents the school from fulfilling the let.

Any fees paid for the cancelled hire will be refunded to the hirer provided the hirer is not in arrears to the school for any charges relating to hire of school premises, and provided the cancellation is not due to the actions or misconduct of the hirer.

5.4. Conditions of Hire

5.4.1. General

These Conditions of Hire constitute the entire agreement between you (the hirer) and St Stephen's Infant School (the school). They apply to all transactions between the hirer and the school unless otherwise agreed in writing by the head teacher or governing body of the school.

5.4.2. Restrictions

Restrictions and conditions placed on the hirer under this contract shall apply to all members of the hirer's party. It shall be the responsibility of the hirer to ensure that the hirer's party understand and comply with all relevant restrictions and conditions.

5.4.3. Refusal of Access for non-payment

Where payment in advance has not been received the school may at its absolute discretion refuse entry to the hirer. The hirer shall be deemed to have cancelled the booking at short notice, and shall remain liable for the hire charges.

5.4.4. The School's Obligation

The school will provide access to the premises, via the main entrance, for the dates and times booked. The premises will be reasonably clean and free of litter and will be safe to use. Toilet facilities will be provided to the hirer.

Provided any special requirements related to noise, access, equipment or facilities has been requested and agreed by the school at the time of booking, the school shall endeavour to fulfil the said requirements. Where the school fails to provide any special requirements agreed at the time of booking, the hirer may elect to cancel the booking and receive a full refund, or to proceed with the booking. If the hirer decides to proceed with the booking no refund will be payable.

The maximum liability of the school for non-provision of the premises to the hirer shall be the return of the fees paid for the session or sessions of hire for which the premises were booked but not provided.

The following will apply:

- Specialist rooms and equipment (including gymnastic equipment and pianos) are not included in the Lettings arrangement, unless specifically requested in the application form and approved by the Governing Body.
- Chairs installed in the premises may be used by prior arrangement, but the Governing Body does not undertake to provide suitable chairs or seats for use by the hirer. Any furniture provided by the hirer must be removed immediately after the end of the Letting, unless prior arrangements have been made.
- The Governing Body does not provide first aid medical facilities for hirers nor does it guarantee access to a telephone for calling assistance during Lettings. Hirers should make their own arrangements in respect of this.
- The Governing Body gives no guarantee to the fitness, suitability or condition of the premises/facilities at the commencement of the Letting. However, every effort will be made to ensure they are in a suitable state.
- The Governing Body reserves the right to impose special conditions in order to protect its property/employees in respect of any Letting, series of Lettings or class of Lettings

5.4.5. The Hirers Obligation

The hirer will accept the following obligations under the contract. Failure by the hirer to comply with any or all of the following obligations where applicable, whether intentionally or not, may be deemed by the school to be just cause for the immediate cancellation of any Letting or series of Lettings.

- It is the **responsibility of the hirer** to effect adequate insurance cover for public liability, a minimum Public Liability cover of £5million is required plus cover for any special risks entailed by their planned use of the premises.
- No person or persons shall use the premises or facilities covered by these regulations without a current approved Lettings Form. Any person or persons who knowingly act in contravention of this regulation will be charged at the appropriate rate and refused permission to use any of the School's facilities in the future.
- The hirer will advise the Governing Body of any changes to the Letting arrangement in advance of the change.
- The hirer shall only use the premises for the purpose agreed at the time of hire. The hirer shall be responsible for all persons using the hired premises during the hire, and shall not admit third parties to the premises during the hire. Under no circumstances should the facilities or premises hired be sub-let.
- The hirer shall at all times ensure that the conduct of the hirers party does not risk the health and safety of the hirer, any member of the hirers party, or any other person using the premises. The hirer shall ensure that there is a responsible adult present and

able to supervise at all times during the Letting. The level of supervision should be appropriate to the nature of the activity taking place. The hirer agrees to supervise any young persons who are on the premises at the request of the hirer or for any purpose related to the hire.

- The hirer must ensure that they only use the facilities booked are used. Access/use of rooms/equipment not previously agreed, will incur additional costs and compromise future bookings.
- No furniture or equipment should be used or interfered with, without prior approval of the school. Only temporary decorations may be used which in no way would damage or disfigure any part of the premises.
- The hirer shall not attempt to access the premises prior to the time of hire except by prior arrangement, and shall vacate the premises at the time of expiry of the hire. The hirer shall leave the premises in a clean and tidy state at the end of the hire, with due regard given to the state of the premises at the commencement of the hire. Failure to vacate the premises on time will render the hirer liable to charges for additional rental. The hirer is required to clear away any rubbish and leave the premises and/or facilities in the condition in which they were found. Leaving the premises in a condition that would in the opinion of the school prevent or deter a subsequent hirer from occupying the premises will render the hirer liable to charges for damages.
- The hirer will be required to pay the school the cost of making good any damage incurred as a result of the Letting. Failure to do this will incur an additional cleaning cost on the Letting charge. The hirer shall be liable for all damage caused to the hired premises or any other part of the school resulting from the hirer's use of the premises, or the actions of any person within the hirer's party. In the event of damage involving a security risk to the school (for example breakage of window glass) the hirer shall at the hirers expense immediately take appropriate action to remove the risk, and where practicable, shall make the damage known to an authorised representative of the school.
- Where the hirer has been provided with a key or other means of access to the premises the hirer shall ensure that all lights and equipment are switched off prior to leaving the premises, and shall ensure that the premises are correctly secured before leaving the site. Where the hirer has not been provided with a key or other means of access to the premises the hirer shall advise the school when leaving the premises, to enable the premises to be secured.
- The hirer is specifically forbidden use the hired premises for any illegal or immoral activity, or any activity that could bring the school into disrepute. The hirer shall not permit any person using the premises to create a disturbance on the premises, or when arriving or leaving, so as to cause nuisance or annoyance to other users of the premises or neighbouring premises.
- The hirer shall comply with the legal requirements for the consumption of alcohol, music, singing and dancing licences, theatre licences and copyright. The hirer shall be responsible for obtaining any licences or any other permissions required.
- Where any play or entertainment is provided where the majority of attendees are children, when the number exceeds 100, it shall be the duty of the hirer to comply with the Section 12 of the Children and Young Persons Act 1933.
- The hirer will to the best of his/her endeavours comply with the Equality Act 2010.
- It is the responsibility of the hirer to ensure adequate and appropriate Criminal Records checks are in place for persons working with children and vulnerable adults. Hirers should have policies for safeguarding and child protection and make these available to the school prior to any letting.

ST STEPHENS INFANT SCHOOL

Letting No.....

LETTINGS APPLICATION FORM

ESTABLISHMENT COPY (to be retained by the school)

Note to applicant: before completing the form read the guidance notes and Terms & Conditions of Hire

PART I APPLICATION DETAILS (to be completed by the applicant, please type or use ballpoint pen)						
ACCOMODATION / FACILITIES REQUIRED	PURPOSE OF HIRE	DAY(S) OF WEEK	DATES REQUIRED		TIMES REQUIRED	
			FROM	TO	FROM	TO
DO YOU WISH THE LETTINGS TO CONTINUE THROUGH SCHOOL HOLIDAY? YES/NO						
Name of applicantTelephone No (office hours).....						
Full Postal Address.....						
Name of Organisation						
I personally agree to be responsible for the fees charged in respect of this letting and I will observe the Terms & Conditions which I have read. The required level of Public Liability Insurance has been obtained.						
<i>Signature of applicant</i>				<i>Date</i>		
PART II APPROVAL DETAILS (to be completed by school)						
I recommend that this application is : Approved/not approved			Date caretaker informed			
Comments:			Date grounds services supervisor informed			
Signed			For WEEKEND USE ONLY – complete the following:			
Date			Will the caretaker be required to be on active Duty throughout the duration of the letting			
			YES/NO			
PART III FOR OFFICE USE ONLY						
Basis of Charge						
Accommodation	Equipment	Hourly Charge	Weekly Charge	Yearly Charge	VAY at %	Total
Total amount to pay						£
Payment Details						
Single Payment			Payment by instalments of £.....			

	Payment due by:			Receipt Nos		
£	1.	5.	9.	1.	5.	9.
	2.	6.	10.	2.	6.	10.
	3.	7.	11.	3.	7.	11.
Receipt No.	4.	8.	12.	4.	8.	12.