



SCHOOL LETTINGS POLICY AND TERMS AND CONDITIONS FOR HIRE OF THE SCHOOL PREMISES

Dulwich Village C of E Infants' School

1. INTRODUCTION

The Governing Body regards the school building and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible.

The overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils, the promotion of equality of opportunity and community cohesion of the local area. Any lettings of the premises to outside organisations will be considered with this in mind.

The school's budget 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.

This policy covers the hire of the school building and grounds by parties other than the school and its partners.

2. MANAGEMENT OF LETTINGS

The Governing Body has delegated day-to-day responsibility of hire and lettings to the Headteacher(s). Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, whilst still 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, they will consult with the Chair of Governors.

3. LETTINGS PROCEDURE

Organisations or individuals seeking to hire the school premises should complete the application form contained within Appendix A and return to the school in duplicate at least 21 working days before the date of requested hire.

The premises, when hired, will be the responsibility of the hirer who must undertake to follow this policy and the associated Terms and Conditions.

Facilities may only be hired when it will not interfere with use of them by pupils. The Headteacher will decide conflicting requests for the use of premises, with priority at all times being given to school functions.

4. CHARGES

The Governing Body and Headteacher(s) are responsible for setting charges for the letting of the school premises. The charge will cover the following:

- Cost of services (incl. 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 (if appropriate).

Charges for hiring the premises are set out at Annex B.

The school is constrained by law to apply VAT to all transactions where this is appropriate. The letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT.

The charges will be reviewed from time to time by the Governing Body and Headteacher(s) as they see fit. Further charges may be levied if additional costs are incurred as a direct consequence of the letting.

The minimum hire period will be one hour.

Access to the hired area shall also be restricted to the hours stated and agreed on the application form and in the Licence to occupy property on a rolling basis. The hirer would be liable to pay additional fees as prescribed by the Governors if the hired area is used by the hirer outside the agreed times.

TERMS AND CONDITIONS

1. DEFINITIONS

“The Agreement” means the application form [at Appendix A] once completed and signed by both parties.

“The Premises” means the school’s premises.

“Hired Area” means that part of the Premises to be used by the hirer described in the Agreement.

“The Hirer” means the named hirer signing the Agreement.

2. THE PREMISES

The hire of the Premises does not include the use of any school equipment unless expressly agreed. No such equipment shall be hired out without the written approval of

the Headteacher who may specify conditions and charge such fees in respect of such use as she/he sees fit.

3. STATUS OF THE HIRER

The Agreement is personal to the Hirer only and may not be assigned to a third party. Nothing in the Agreement is intended to have the effect of giving exclusive possession of the Premises or the Hired Area or of creating any tenancy between the school and the Hirer.

4. THE HIRER'S RESPONSIBILITIES

No part of the Premises is to be used otherwise than for the purpose contained within the Agreement.

4.1. STATUTORY REQUIREMENTS

The Hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the Premises or which would, or might, vitiate in whole or in part any insurance affected in respect of the Premises from time to time.

4.2. LICENCES AND PERMISSIONS

The Hirer shall be responsible for obtaining any public licenses necessary in connection with the booking and should confirm with the school the licenses they hold. A copy must be provided to the school before the Agreement is confirmed.

4.3. HEALTH AND SAFETY

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 by the school.

The school's health and safety policy shall be strictly observed. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- a) Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times.
- b) The Hirer shall ensure that any vehicles connected with the hire, in any capacity, which are parked on the school site shall be arranged so as to ensure entry for emergency vehicles at all times.

- c) Fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose.
- d) The fire brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Headteacher.
- e) The Hirer is responsible for familiarising his/herself with the procedure for evacuation of the Premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available.
- f) Highly flammable substances shall not be brought into, or used, in any part of the Premises.
- g) No unauthorised heating appliances shall be used on the Premises.
- h) All electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The Governing Body disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.
- i) Adequate supervision must be provided to maintain order and good conduct, and, where applicable, the Hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g by national governing bodies of sports, scouts etc.

It is the responsibility of the Hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings.

4.4. FURNITURE AND FITTINGS

Furniture and fittings shall not be removed or interfered with in any way. Nor shall they be rearranged except by prior agreement and will be subject to reinstatement at the end of each session of use. 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, is permitted. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any repair required.

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

The Hirer must inform the school of any fault, damage or other problems with the Premises or equipment encountered during the letting.

4.5. NUISANCE / DISTURBANCE

The Hirer, during the period of the hire, shall take all reasonable steps to ensure that no noise nuisance is created.

5. SAFEGUARDING

The school's child protection policy and procedures must be consulted and followed when dealing with external organisations that work with children or young people.

6. SUB-LETTING

The Hirer shall not sub-let the Premises, underlet or share possession with any other parties.

7. RIGHT OF ACCESS

The Governing Body and Headteacher(s) reserve the right of access to the Premises during any letting.

8. CHARGES AND CANCELLATION

A deposit of 50% of the final balance is required at least 20 working days before the date of hire.

Full payment is required at least [10] working days before the date of hire.

The Governing Body must be notified of any cancellation at least [10] working days prior to the date of let.

Where notification is given to the Governing Body at least [10] working days prior to the date of the hire, the booking charge will be refunded in full apart from a set administration charge.

Where notification is given to the school between [9 and 5] working days prior to the arranged date of the hire, the Hirer will be entitled to a 50% refund only.

Where notification of cancellation is given less than [5] working days prior to the arranged date of the hire, the Hirer will not be entitled to any refund.

Where a cancellation is made by the Governing Body of the school, the Hirer will be entitled to a full refund. The Governing Body will endeavour to notify the Hirer at the earliest possible moment, however, no guaranteed period of notice can be offered. Regardless of when notification is given to the Hirer, the Hirer will not be entitled to any compensation.

9. INDEMNITY AND INSURANCE

Lettings are made on the agreement that the Governing Body are indemnified by the Hirer against any loss, damage, costs and expenses during the use of the Premises by the Hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the Governing Body.

For most activities the school will take out Hirers Liability Insurance and the cost of this insurance will be included in the hire charge.

However, for the following activities the hirer will be required to have their own insurance in place:

- Meetings organised by political parties,
- Professional entertainment,
- Commercial or business functions which involve bringing into the premises equipment which operates by the application of heat,
- Martial arts activities, and
- Any sporting activity but only in respect of personal injury or property damage suffered by one participant caused by another participant.

The Hirer shall insure, with a reputable insurance office approved by the Governing Body, against such funds as the Hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the Premises by any act or neglect of himself, his servants, agents, or any person resorting to the Premises by reason of the use of the Premises by the Hirer.

Unless specifically agreed by the Governing Body, the insurance cover shall provide a limit indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and to include liability for the Premises including liability for fire and explosion risks arising from the let of the Premises.

The Hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the Headteacher or Governing Body.

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

10. DAMAGE, LOSS OR INJURY

The Hirer is responsible for the Health and Safety of all persons using the Premises. The Hirer must therefore ensure, prior to the hiring, that the Hired area and all access and egress thereto is suitable for the proposed use by the Hirer and are safe for persons using the Premises. The Hirer must, prior to the hiring, be fully aware of the fire precautions procedures in existence for the hired areas, including identifying fire doors and emergency means of escape from the Premises.

The Governing Body cannot accept responsibility for damage to, or the loss or theft of, Hirer's property and effects. It is the responsibility of the Hirer to make his/her own insurance arrangements.

Prices and costs will be discussed and may vary according to the type of activities hire space is required for.

Reviewed June 2021

Application for Hire of School Premises APPENDIX A

Name of Hirer:

Organisation:

Address:

Telephone No:

Nature of Letting

(Meeting, Concert, etc):

Details of Premises Requested (e.g.
School Hall, Group Work Room, etc):

Hall

No. of People using Hired Area:

Date of Hire:

Time/s of Hire:

Weekly	
Start:	Finish:
Monday's	
Tuesday's	
Wednesday's	
Thursday's	
Friday's	
Saturday's	
	Total hours per week

Public Liability Insurance

Company:

Policy No:

The hirer will provide and adhere to the following:

- Agreement of days and time they will use the hall.
- A person will be stationed on the door letting people in and out of the main entrance. It will not be left unattended when open.
- The main door into the school will be kept closed when lessons are taking place.
- Confirm all staff leading the sessions in school are DBS checked.
- Provide Letter of Assurance.
- Complete waiver letter.
- Provide insurance details.

- Unlock and lock building/s, keeping alarm code and fob for your company's personal use only.
- Clean building after use i.e. empty bins, check toilets are flushed and taps turned off.
- Pay for any breakages in full.
- Only 1 car to park in the school carpark.

- **I agree to confirm or provide all the points above :**
- **I agree to and will sign the Licence to occupy property on a short term basis.**

I have read and understood the Lettings Policy and agree to abide by the Terms and Conditions set out in the policy.

Signed: Dated:.....
The Hirer

Acceptance of booking:

Signed: Dated:.....
Headteacher