

Lettings Policy

Version Control

Version	Date	Description
1	September 2020	New Policy
2	June 2021	Cost updates and T&C

Date: Summer 2021

Review: Summer 2022

ALDER GROVE CHURCH OF ENGLAND PRIMARY SCHOOL

LETTINGS POLICY

It is agreed by the Trust that the school premises or part thereof may be hired out in order to maximise the use of the school for security and economic reasons. Use of the school premises during these hours by local/community groups will also increase goodwill and promote good links with the local community and social cohesion.

We aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations.
- Allow the hiring of the premises without using the school's delegated budget to subsidise this.
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school.
- Not let any hiring out of the premises interfere with the school's primary purpose of providing education to its pupils.

Lettings fall into these categories:

1. Commercial
2. Trust Lettings: Youth and Community
3. Activities of benefit to the school
4. School association or individuals at the school's discretion

1. Commercial Lettings

Commercial lettings should be profit-making ventures with the school making an amount of income over and above any expenditure/costs involved in hiring out part(s) or all of the school.

2. Trust Lettings

These are lettings where it has been defined by the Trust that charges will be levied at the actual cost involved to hire the school or part of it for that particular period. Such lettings include:

Youth and Community / Further Education

Trust/LA required use, e.g. elections

3. Alder Grove PCSA Lettings

The Local Governing Body reserves the right to waive charges in certain circumstances for PCSA use. Whilst every effort will be made to accommodate these groups, this will not be to the detriment of regular hirers or previously arranged bookings.

4. Other Groups or Individuals

These lettings may fall into any of the above categories depending on the nature of the event. For non-profit making and charitable functions, the actual cost rate may be used. One off rates will be calculated by the Operations Manager.

5. Roles and Responsibilities

5.1 The Local Governing Body, with advice from the Head of School, will balance the desire to generate income against the desire to support “worthy” groups within the community, agree the criteria to be used when deciding which groups are to be allowed to use the premises and consider requests for bookings against those criteria.

- Take a positive approach to enhancing learning opportunities for the whole school community through promoting community use of the school.
- Ensure that use by external organisations does not degrade the standards of the facilities to the extent that they are no longer suitable for use by pupils.
- Consider issues of political balance.
- Consider the implications of all requests received for the health, safety and security of pupils and staff.
- Consider the implications for workload of all staff of any decisions made.

5.2 The Head of School will:

- Establish a central booking system.
- Apply the criteria agreed by the governing body and consult with them on requests for bookings which do not meet these criteria, or where there is a potential conflict of interest.
- Make arrangements for monitoring and evaluation.
- Report back to the Local Governing Body at each LGB through the Finance and Premises Committee.
- Decide on whether to accept or decline all bookings.
- Give priority to all school and PCSA events.
- Arrange a site tour with a map to show safety in the grounds.
- Make the Hirer aware of the relevant school policies including Safeguarding.

6. Charges

The charge for lettings shall cover the cost of caretaking/security, heat and light, wear and tear, and administration. However, an additional charge may be levied to new hirers who require training from the Premises Manager for unlocking/locking up and setting the alarm.

An extra charge should be levied when there is likely to be extra cleaning needed, if any additional equipment is required, or if the letting is likely to run over the agreed time. The type of user and proposed function will determine the level of charges (see appendix 3 for a guide to current charges).

VAT is payable based on VAT regulations.

Charges for school lettings will be reviewed annually to take effect 1 September.

All formal hiring of the school's premises, including those for which no charge is made, shall be properly documented. All hirers, must complete a booking form (see appendix 1) and sign their agreement to the conditions of hire (see appendix 2).

The Local Governing Body reserves the right to waive any charges at its discretion, but in doing so not relinquish the right to enforce the terms of any lettings agreement.

All hirers will be invoiced in advance of their hire for their agreed hire price. All invoices must be paid within 14 days of being issued to secure booking, unless the hire is less than 14 days from the issued invoice. The school has a right to rebooking an agreed hire date/time if no payment is received within 14 days or refuse entry on agreed date/time.

7. Insurance

All users must carry sufficient public liability insurance (currently £5m). Hirers must provide evidence of insurance prior to the event or alternatively hirers will be charged an additional 10.5% of the hire charge (minimum charge of £2.65), for Third Party Insurance to be covered within the School's public liability cover. All damage must be charged to the hirer.

Hirers must have policies and procedures in place to ensure the safety of themselves and others and must carry out appropriate risk assessments, which must be supplied to the school on request.

The School reserves the right to request a hirer to carry out a more detailed risk assessment activity at the hirer's cost and/or to comply with any reasonable risk assessment activity requested by the School in relation to any letting.

Every letting shall be organised and supervised by a responsible adult.

8. School Representative

The School will nominate a person (Operations Manager, Premises Manager or Head of School) as the school's contactable representative during lettings. Hirers should liaise with the Operations Manager when requesting the letting concerning specific requirements such as setting out chairs, equipment etc which may be charged for in addition to the letting rate in appendix 3.

The school representative has authority to take any necessary action to protect the school's interests during sessions.

9. Smoking

The school operates a non-smoking policy. Anyone attending will not be allowed to smoke or inhale e-cigarettes within the confines of the school site, which includes all playground and parking areas within the school boundary.

10. Movement of Furniture and Equipment

Hirers are responsible for ensuring that all furniture and equipment is returned to its original place and that all rubbish is placed in the bins provided. Any need to move furniture or equipment must be agreed prior to the letting.

11. Termination of Lettings

The school reserves the right to terminate any letting or cancel a future booking if the conduct of those attending is not of an acceptable standard or inappropriate use is made of the facilities.

All initial enquiries regarding the use of the school will be dealt with by the Operations Manager in consultation with the Head of School and others as appropriate. If in doubt as to whether the school should be hired out, agreement must come from the Local Governing Body representative which in this case would be the Finance and Premises Committee Chair. The committee should be consulted about proposed lettings to religious or political groups. The Finance and Premises Committee has the right to refuse to hire out the school premises.

Regular bookings will take priority over any one-off hire requests.

Lettings should not exclude the school's own use of the premises.

No letting should be to the detriment of the curriculum.

12. Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 3 days' notice. A full refund will be issued if we do cancel a hire. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

The hirer of the premises can cancel any hire with a minimum of 7 days' notice. If less notice than this is given, the licensee shall not be entitled to a refund.

13. Safeguarding and Child Protection

Hirers providing services to children must have policies and procedures in place to ensure children's safety and any Risk Assessments and DBS certificates required by the Hirer must be supplied to the School upon request.

14. Policy Awareness

This policy should be read in conjunction with the hire agreement and booking form, as well as our policies on Equal Opportunities, Safeguarding, Health & Safety and Alder Grove CE Primary School Code of Conduct.

Appendix 1 – The booking form below is a copy of the electronic Forms given to hirers

Booking Form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire. If you have any questions, please contact the Operations Manager.

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address: Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation	
Part of the premises requesting to be hired	
Date of hire	
Times of hire e.g. 12.00 to 16.00	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	
Number of expected participants in the activity	
Additional equipment you will require from the school (please note we may not always be able to provide this but will inform you where this is/is not possible). This may also include an additional cost	
Additional equipment you will be providing yourself	

By signing below, I agree to the terms and conditions set out in the school's premises hire policy.

Name _____ Date _____

Signature _____

Please return this form via email to operations@aldergrove.wokingham.sch.uk We will be in touch to inform you if your application is successful, and if so details of the full cost and documents that will need to be share

Appendix 2

Terms and conditions of hire

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. The hirer shall pay the full amount as stipulated by the school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this licence.
4. The hirer shall not sub-licence any of the premises under the licence.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
8. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time and must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide a copy of the relevant insurance certificate no less than 10 days before the start date of the licence.
9. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.
10. The hirer shall indemnify and keep indemnified the school from and against:
 - a. any damage to the premises or school equipment;
 - b. any claim by any third party against the school;
 - c. all losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
11. If the hirer has been trained to access the school independently, it is their responsibility to:
 - a. Unlock and lock up the premises before and after the event
 - b. Turn the alarm on and off before and after the event
 - c. Check areas used are secure before exiting the building

The agreement to allow a hirer to independently access the school is made at the school's discretion by the Operations Manager/Head of School. Only hirers trained by the Premises Manager are allowed to access the building independently and no other person is allowed to be shown or given codes by the hirer (named person in Bookings Form). Any hirer given access cards or keys will sign a document stating their responsibilities with regards to the safe keeping of stated items (see appendix 5). Should the hirer lose access cards or keys they must report to out of hours contact immediately. The hirer may be responsible for any cost incurred to the school for replacements or admin time, including a member of staff having to come in to unlock/lockup.

12. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.
13. Any cancellations by the hirer received with less than 7 days' notice will not be refunded.
14. Any cancellations by the school made with at least 3 days' notice will be refunded.
15. Payment in full of invoice must be made before hire date.
16. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
17. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
18. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the school.
19. If the hirer breaches any of the terms and conditions the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
20. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
21. The hirer will acquire all appropriate additional licenses for any activities they are running, including those required for use of any third-party intellectual property.
22. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
23. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
24. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.

25. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
26. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

Appendix 3

Hire Rates

CHARGES PER HOUR FOR SCHOOL HALL

LETTINGS	BEFORE 6PM	AFTER 6PM & SATURDAYS
1. Commercial, e.g. Music Groups	£30	£35
2. Youth & Community, e.g. Brownies & Guides	£25	£25
3. Activities of particular benefit to this school, e.g. French lessons	£15	£15
4. School Association fundraising	NIL	NIL

CHARGES PER HOUR FOR SCHOOL STUDIO/CLASSROOMS

LETTINGS	BEFORE 6PM	AFTER 6PM & SATURDAYS
1. Commercial, e.g. Music Groups	£20	£25
2. Youth & Community, e.g. Brownies & Guides	£20	£20
3. Activities of particular benefit to this school, e.g. French lessons	£15	£15
4. School Association fundraising	NIL	NIL

CHARGES FOR EXTERNAL PITCHES PER SESSION

LETTINGS	Weekend matches	Weekday Training sessions
1. Field/hard court pitches	£50	£25 per hour
2. Access to classrooms for changing	£15 per room	n/a

Hire of the kitchen incurs additional costs as a member of the kitchen staff must be present whilst it is in use.

Appendix 4

Confirmation of Hire

Dear

Thank you for submitting your hire request form to us.

We're pleased to say the area you've requested is free on the date(s) and time(s) of your request and we'd be happy to grant a non-exclusive licence to you to use the area for the purpose set out in your request form, subject to the terms and conditions included with the hire request.

Based on the length of time and area requested, the full amount for the hire will be [XXXX]. You can pay us by BACS. Details will be included in the invoice. We request full payment of the fee within 14 days of the invoice date. We'll also require you to submit to us proof of the following:

- Public Liability Insurance
- Risk Assessments
- DBS certificates if hire include children
- Licences if needed (alcohol sale, music, film etc)

We've provided with this confirmation, details of emergency evacuation procedures in the event of a fire/similar emergency. Please make sure you're familiar with these before the date of hire.

You can contact the Operations Manager with any questions about hiring the premises.

Your out of hours contact will be: XXX

Kind regards,

Operations Manager



Alder Grove CofE Primary School
Shinfield, Reading
Berkshire, RG2 9RA
Tel: 0118 324 7218
Email: admin@aldergrove.wokingham.sch.uk
Website: www.aldergrove.wokingham.sch.uk

Intruder Alarm RFID Fob & Paxton Door RFID Access Card

Please review this document and sign in in agreement

This document confirms that XX Intruder Alarm RFID Fob & XX Paxton Door RFID Access Card has been handed over to XXXXX to gain access and lock up Alder Grove for the sole purpose of XXXX. XXXX will be responsible for alarming and locking the school at the end of their agreed hire.

XXXX takes responsibility for ensuring the safe keeping of these items and will inform Claire Ham, Operations Manager, if they are misplaced, lost or stolen as soon as possible.

The items are the property of Alder Grove CofE Primary School and can be recalled at any point.

Signed _____

Position _____

Name _____ on behalf XXXXXX

Date _____