



The
Hawthorns
Primary School

Lettings Policy

Agreed and Adopted by the Governing Body on : 20th June 2018

Signed : ...D Hampton ...

The policy will be formally reviewed on: ... June 2019.....

THE HAWTHORNS PRIMARY SCHOOL

Policy for Lettings of School Premises, Facilities and Equipment.

1. AIMS

The school and Governors are committed to making the school facilities available to the community for a range of educational, social, cultural and recreational activities.

In particular the school is keen to see the facilities used to expand the opportunities available to the children attending the Hawthorns School.

2. CHARGES

Charges will be reviewed annually, and reflect the costs associated with the extended use of the premises outside of normal opening hours. Such costs will not be a burden on the school budget. (Appendix 1).

All income from lettings will be kept by the school and will exceed costs.

Groups running activities exclusively for Hawthorns children, may at the discretion of the Governors, be offered such facilities without charge or at a reduced rate.

External providers of clubs will be charged a nominal fee for administration, energy costs, wear and tear of the fabric of the building and/or school grounds.

Invoices will be raised monthly in arrears, and penalty charges will be incurred for late payments.

3. APPLICATION AND CONTRACTUAL AGREEMENT

An application is submitted to the School by completion of the 'Contract for the Hire of School Accommodation'. (Appendix 2).

A copy of 'Conditions Governing the Letting of the School Premises' (Appendix 3) are given to Hirers. The school has the right to provide additional conditions to the standard 'conditions governing the letting of the school premises'; these would be determined by the nature of the let.

If required a 'Key Holder' declaration is to be completed by the hirer to acknowledge and protect the security of the school and agree to the confidentiality of any access codes. (Appendix 4).as part of the agreement.

The emergency procedures and a risk assessment is required to be completed by the hirer as part of the agreement.

The hirer should provide a copy of their Insurance

The Governors reserve the right to determine the suitability of applications to use school facilities.

4. GENERAL

After initial enquiry a meeting should be arranged between the school and the hirer to discuss the purpose of the let, agree charges and the management of the site.

The following documents should be provided and returned completed and signed by the hirer.

- Application- Contract for the hire of school accommodation and facilities.
- A copy of 'Conditions Governing the Letting of the School Premises' (Appendix 3) and any further conditions stipulated.
- Keyholder declaration (Appendix 4)
- Risk Assessment
- Emergency procedures
- Liability Insurance

Once the documents are received access codes/keys and emergency contact details (Appendix 5) will be released.

Management of this policy

This policy is managed and reviewed annually by the Governing Body.

This policy was agreed and adopted at a Governors meeting on: ... 20th June 2018

This policy will be formally reviewed on:June 2019

Appendix 1

CHARGES 2018/19

LETTINGS

	Commercial Rate	Non-Commercial Rate
Buildings	£ 27/hr (Mon-Fri) £ 30/hr (Weekends)	£ 17/hr (Mon-Fri) £ 20/hr (Weekends)
Grounds	£ 17hr (Mon-Fri) £20 /hr (Weekends)	£ 12/hr (Mon-Fri) £ 15/hr (Weekends)
Site Controller *	£20/booking	£5/booking
Administration Cost *	£ 25/booking	£ 25/booking
Call out fee	£15/hr	£15/hr

*Please note **each** letting would include admin costs per booking and could include site controller costs.

For example, a commercial weekend booking of two hrs for a term would cost

£54(27 x2) (multiplied by the weeks of the booking) + £20 site controller + £20 admin cost

CHARGES FOR EXTERNAL PUPIL ACTIVITY PROVIDERS

School and grounds	£5/session
Administration Cost	£30 (pro-rated termly if applicable)

PENALTY CHARGES

Late payment up to and including 7 days	£10
Late payment over 7 days	£5 per day

Appendix 2

THE HAWTHORNS PRIMARY SCHOOL

CONTRACT FOR THE HIRE OF SCHOOL ACCOMMODATION, FACILITIES AND EQUIPMENT BY INDIVIDUALS, COMPANIES and ORGANISATIONS

CONTRACTS ARE NOT ENTERED INTO WITH A CLUB. IF A HIRING IS REQUIRED ON BEHALF OF A CLUB THE CONTRACTING PARTIES SHALL BE THE SCHOOL AND AN OFFICER OF THE CLUB AND THE HIRER SHALL BE LIABLE TO THE SCHOOL FOR ALL DEBTS THAT SHALL ARISE UNDER THIS AGREEMENT.

IN CONSIDERATION OF THE HAWTHORNS SCHOOL AGREEING TO LET ME

NAME

ADDRESS.....

POSTCODE..... TELEPHONE NUMBER.....

OCCUPATION

the following accommodation (state your requirements/rooms/hall/accommodation/etc.)

.....

Plus (where applicable) any additional equipment (e. g. IWB/DataProjector/Piano/Radio/T.V Please specify)

.....

For the purpose of.....

On (Insert date(s)).....

FROM (Insert Times) to IN ACCORDANCE WITH THE SCHOOLS LETTINGS POLICY, CONDITIONS OF HIRE AND SCALE OF CHARGES.

I HEREBY AGREE:

1. to hire and use the said accommodation/equipment in accordance with the school's lettings policy and conditions and charges which I confirm that I have seen and read.

2. that the School may, at its discretion demand full payment of its charges or part thereof in advance be it before or during the duration of this agreement whereupon I shall pay the School's charges on demand.

3. that I have read, understood and shall observe and fulfil all the following Conditions:

a) I agree that all requirements relevant to the letting will be complied with including obtaining any necessary licence (e. g. for the sale of intoxicating liquor) and that all personnel employed by the Hirer or involved in the activity concerned will be advised of these conditions

b) Three working days' notice is required in the event of the need to cancel a booking. If due notice is not given I will be required to pay the full hire charge

c) VAT may be applicable in certain circumstances and for certain lettings. I have enquired at the time of booking whether VAT is payable.

d) I will ensure that I the Hirer/authorised signatory of the organisation will be present on the premises at all times during the period for the letting.

e) I accept full responsibility for the damages to or theft of the School's and Wokingham Borough Council's property occurring during the period for which the premises are hired. Refer to General Conditions Document paragraph (c).

f) Any cleaning undertaken which, in the opinion of the officers of the school, occurs as a result of the hiring and outside the scope of the agreed hire charge, will be charged to me at the appropriate rate.

g) The School and Wokingham Borough Council accepts no responsibility whatsoever and howsoever caused, for the loss of or damage to personal property brought into or left in the premises during or as part of the letting, unless such loss or damage arise as a direct result of the negligence of the Borough Council, its servants or agents.

h) The School and Wokingham Borough Council shall not be liable to the Hirer for any consequential loss except where such loss directly arises from negligent acts or omissions of the School or Wokingham Borough Council.

i) If I discover a hazard in regard to access to school premises or the equipment to be used, I shall take action to make the School's representative aware of the hazard.

j) I agree that no school equipment will be used without the prior approval of the Headteacher of the school or the School's representative,

k) Installation of my or the organisations personal equipment will be carried out by competent personnel, damage to this equipment or damage caused by this equipment to School property is at the Hirers own risk, refer to paragraph (3g).

l) I accept that I should familiarise myself with the position of telephones, escape routes, fire alarms and fire fighting equipment. Notices regarding the procedures in relation to action in the event of a fire will also be studied and the information passed on by me to the users and any other person concerned.

m) I shall indemnify the School and Wokingham Borough Council against all claims, costs, demands, expenses, actions or liabilities howsoever caused, arising from the use of the premises apart from claims and actions arising through the negligence of Wokingham Borough Council, its servants or agents, the School or its Governing Body.

n) I further agree to effect third party insurance against any legal liability for loss, damage, demand or proceedings whatsoever, arising under any statute or at common law for damage to property, which shall include the hired premises, or personal injury or death of any person whosoever caused during or by, circumstances arising from, related to or connected with the hire of the premises on the following basis: -

- i) Accidental bodily injury, including death to third parties and further in respect of damage to their property - **not less than £5 million**
- ii) Accidental damage caused by fire to the premises on hire - **£5 million**
- iii) Accidental damage caused to the premises on hire other than fire - **£10,000**
(The first £100.00 of any damage is payable by the Hirer except in the case of Fire or Explosion)

o) I agree to pay an additional insurance premium of 10.50% for regular Hirers based upon the hire charge in respect of the above insurance conditions, unless I can demonstrate that any own insurance cover satisfies the specified conditions. Where the hire does not form part of a regular hire, i.e. on a weekly or monthly basis then a minimum charge of £2.65 will apply or 10.50%, based upon the hire charge, whichever is the greater. Where this charge is levied, the Hirer should note that there is a £100 excess in respect of paragraph l (i) damage and (iii) . Political meetings, Professional Entertainment Promotions and Commercial ventures are excluded from this cover.

SIGNATURE OF HIRER

.....
(where Hirer is an individual)

OR AUTHORISED SIGNATORY OF AN ORGANISATION

.....
(where Hirer is a firm or company)

POSITION

DATE

WITNESSED BY (Signature)

NAME OF WITNESS (Block Letters)

ADDRESS OF WITNESS

..... POST CODE.....

OCCUPATION

.....
The account in respect of payment for the hire of the said accommodation/equipment should be forwarded

to:

**If the Hirer is a firm this Agreement must be signed by a partner of the firm. If the applicant is a limited company this Agreement must be signed by a director or the secretary of the company. This form to be returned to the school at least 7 days before the proposed date of letting.*

17/01/2003 DCGS/INS/SS/WDC/03

Revised 06/13

Limits for Non Education are £2 Million Property and £2 Million Personal Injury.

SCHOOL AUTHORISATION

AUTHORISED SIGNATORY OF THE SCHOOL

POSITION

DATE

Appendix 3

CONDITIONS GOVERNING THE LETTING OF THE HAWTHORNS PRIMARY SCHOOL

General Conditions

Applications for the use of school premises, including the Log Cabin, must be made on the 'Contract for the Hire of School Accommodation' letting form to the Headteacher and responsibility for their approval rests with the Headteacher, with referral to the School Governors. A copy of the Lettings Policy should be given to the Hirer at the same time. The person signing the application will be deemed to be the Hirer, and must accept responsibility for ensuring compliance with these conditions.

The School will notify Hirers, at the time the application is approved, of the current charge approved by the Governors for the use of the facilities required. Lettings charges are reviewed annually and Hirers will be given due notice of any increased charges.

Accounts will be issued by the School at the start of the month for an occasional or short-term letting, or monthly in arrears in the case of a regular long-term letting. The Hirer must undertake to settle the account(s) promptly.

All bookings are regarded as provisional until the School or Headteacher sends official confirmation to the Hirer. The Governors reserve the right to cancel any letting if the accommodation is required for urgent official or academic business. No compensation will be paid to the Hirer in the event of such a cancellation, but any lettings charge already paid will be refunded.

Any intention on the part of the Hirer to cancel a letting must be notified to the Headteacher 3 days before the letting is due to take place. In the event of the Hirer failing to give adequate notice, the full hire charge will be payable.

The Site Controller is normally expected to prepare for lettings, to do any necessary cleaning afterwards, and to be in attendance throughout the course of the letting. No payment should be made direct to the Site Controller, since the School will pay him. The Hirer's signature is required on the Lettings Claim Form to support the Site Controller's overtime claim.

No structural alterations to school premises, fixtures or fittings will be permitted and notices must be fixed only to the boards provided.

- (a) The Hirer is responsible for providing supervision during the course of the letting and must satisfy the Head that the arrangements being made are adequate.
- (b) The Hirer or his accredited representative must be in attendance at all times and must accept responsibility for any damage caused to the school grounds, playing fields, buildings, fixtures, fittings, furniture and equipment resulting from the letting. Every precaution must be taken to avoid such damage, and the Hirer will be required to meet the cost of making good any damage, however caused.
- (c) The Hirer agrees to effect Third party insurance against any legal liability for loss, damage, demand or proceedings whatsoever, arising under any statute or at common law for damage to property, which shall include the hired premises, or

personal injury, or death of any person whatsoever caused during or by, circumstances arising from, related to or connected with the hire of the premises on the following basis: -

- i) Accidental bodily injury, including death to third parties and further in respect of damage to their property – not less than £5 million.
- ii) Accidental damage caused by fire to the premises on hire - £5m.
- iii) Accidental damage caused to the premises on hire other than fire - £10,000. (The first £100.00 of any damage is payable by the Hirer excluding Fire and explosion.)

In accordance with Paragraph (c), the Hirer agrees to pay an additional insurance premium of 10.50% for regular Hirers based upon the hire charge in respect of the above insurance conditions, unless they can demonstrate that any own insurance cover satisfies the specified conditions. Where the hire does not form part of a regular hire, i.e. on a weekly or monthly basis, then a minimum charge of £2.65 will apply or 10.50% based upon the hire charge, whichever is the greater. Where this charge is levied, the Hirer should note that there is £100 excess in respect of paragraph (c)iii) hereof. Political meetings, Professional Entertainment Promotions and Commercial ventures are excluded from this cover.

Copies of relevant insurance should be lodged with the School.

Copies of relevant Risk Assessments and Safeguarding procedures should be lodged with the school when the Letting involves children/children's activities.

If it is intended to organise a public performance or entertainment, or performance of music, singing or dancing to which members of the public are to be admitted, Hirers are advised to consult the Headteacher in advance to ensure that the School premises are adequately licenced for the purpose before submitting a firm application.

Footwear, which is likely to cause damage to school floors, must not be worn. Please note that the flooring within the Log Cabin is a specialised acoustic material. French chalk or its equivalent must not be put down when the hall is used for dancing.

Alcoholic liquor must not be sold or consumed on the School premises unless specific approval has been given by the Headteacher, refer to the Licensing Act 2003. No smoking is allowed anywhere in the School buildings or site.

School premises must be left clean and tidy after use.

No animals are allowed on the school premises (with the exception of Guide Dogs).

The Headteacher and Site Controller will ensure that areas being let are safe and suitable for the activity scheduled.

The Site Controller will ensure that the lettings carry out their activity safely and follow the above rules and procedures.

The Site Controller or a member of staff appointed by the Headteacher will be responsible for entry and exit arrangements of the Hirer. The Hirer is responsible for the entry and exit

arrangements for their activity, with a duty to ensure access and security of the building is controlled at all times during the letting.

Additional Conditions Governing the Letting of School Meals Kitchens

When the kitchen is used, the Cook/Supervisor or another member of the School Meals Staff must be in attendance throughout the letting. The charges for this will be passed onto the Hirer. Agreement must be sought from the Schools Catering Provider if the kitchen is to be used. (Please read School and Third Party use of School Meals Kitchens).

Hirers will normally be expected to provide their own cutlery, crockery and condiments.

All equipment and sinks must be left clean and tidy after use.

Additional Conditions Governing the Letting of Playgrounds & Fields

Hirers must be responsible for ensuring that everyone taking part in lettings involving the school playgrounds, and all spectators, are properly and adequately supervised.

Casual spectators not connected with the letting must not be admitted.

Stakes or the like must not be driven into the ground unless agreed with the Site Controller or Headteacher.

Vehicles must not be driven over or parked upon the playgrounds without the permission of the Headteacher or Site Controller.

Bonfires must not be lit.

Animals must not be allowed on the playgrounds (with the exception of Guide Dogs).

No marking out of pitches may be done in addition to those already laid down.

Playgrounds must be left in a clean and tidy condition after use.

Any loudspeakers must be moderated so as not to cause a nuisance.

Spiked boots/shoes must not be worn on playgrounds.

The Headteacher must be consulted in advance if there is any doubt about the interpretation of the above conditions.

Fire/ Emergency Precautions

The Hirer, or a responsible person nominated by him in writing, shall be in charge of and be upon the hired part of the premises during the whole time the premises are open to the public. There shall be, during that time, a sufficient staff of competent attendants on duty on the premises. The person in charge shall not be engaged in any duties, which will prevent him from exercising general supervision of the premises. **THE HIRER SHALL ASCERTAIN AND COMPLY WITH ANY SPECIAL FIRE PRECAUTIONS REQUIREMENTS CONTAINED IN MUSIC, SINGING AND DANCING, THEATRES, OR ANY OTHER LICENCES APPROPRIATE TO HIS INTENDED USE OF THE PREMISES.**

The seating accommodation, gangway, passages and stairways in the hired section of the premises shall be provided as approved by the Chief Officer of the Local Fire Brigade, acting on behalf of the Hiring Authority.

All gangways, corridors, staircases and external passageways intended for exit shall be kept entirely free from obstruction.

All exit doors shall be available during the whole time that the public are on the premises, and shall be opened at the end of the function for the use of the persons present at the function.

Inflammable materials shall not be used for the decoration of the premises unless such materials have been rendered flame retardant and are maintained in that condition.

No additional heating appliances should be used on the premises.

If lettings wish to use their own equipment they should seek the approval of the Site Controller or Headteacher.

The Hirer shall ascertain the position of telephones, escape routes, fire alarm systems and fire fighting equipment which shall be in the charge of some suitable person specially nominated for the purpose, who shall ensure that the appliances and equipment are always available for use. * *(Please see attached appendix.)

The Hirer shall provide to the school before the commencement of the let a copy of their own emergency procedures and risk assessments.

If there is any doubt about the application of any of the above conditions, the advice of the Headteacher should be sought.

The following additional conditions were agreed by the Governors: -

- 1) No ball games in the building.
- 2) No use of premises after 11 p.m. without agreement of the Headteacher.
- 3) No school equipment should be used without the express permission of the Headteacher. (Equipment includes kitchen tables and physical education apparatus.)
- 4) The building should never be left unattended by a responsible person even for the purpose of using the playgrounds.
- 5) Any accidents or incidents during a letting should be reported to the Site Controller or person overseeing the letting as soon as possible.
- 6) All Hirers are responsible for their own first aid arrangements.
- 7) Car parking is only approved in the car park and not on the playgrounds.

Licensing Act 2003

The school has a Premises Licence under the Act. However, this only covers licensable activities for the School and PTA. If any Hirer wishes to put on any 'regulated entertainment' as defined by the Act, it is their responsibility to apply to the Council for a Temporary Event Notice and pay the appropriate fee.

The Hawthorns Primary School



Key Holder Declaration

Name of Nominated Key Holder

On behalf of (Business Name)

Before keys can be issued you are asked to sign and acknowledge our lettings agreement and conditions stipulated within.

This is to ensure the wear and tear of the school and its grounds are kept to a minimum and to Safeguard children and young people associated with the school.

The Hawthorns Primary School is not obliged to give access to the school buildings or its grounds unless a hire agreement has been previously agreed.

Declaration:

I have never been cautioned or convicted concerning an offence against children or young persons.

Signed:

Date:

These keys/entry code are issued under the following conditions:

- You should not have any copies made of keys
- These keys should not be lent to anyone else
- On completion of your hire agreement the keys should be handed directly to the school business manager by the named key holder.
- Where entry codes have been provided this information should not be shared with others.

Declaration:

I accept the conditions of issue

Signed:

Date:

A copy of this agreement should be held by the school and the named key holder.

School codes/ keys will not be provided until the agreement has been signed and confirmed.

Appendix 5

In the case of the emergency whilst on the premises the hirer should contact the following:

1. Site controller
2. Headteacher
3. Deputy Headteacher
4. School Business Manager

Contact details will not be provided until the agreement has been signed and confirmed.