

# VICTORIA C OF E INFANT AND NURSERY SCHOOL

## Lettings Policy

<b>Committee</b>	Resources Committee
<b>Author</b>	Hilary Armstrong
<b>Date of Issue</b>	Jan 2013
<b>Victoria School Issue Number</b> <i>(commenced use Sept 2012)</i>	4
<b>Approved by Committee</b>	November 2017
<b>Approved by Governing Body</b>	N/A
<b>Frequency of Review</b>	Annually
<b>Next Review Date</b>	November 2018

The Governing Body regards the school buildings and grounds as an asset and will always consider reasonable requests for hiring the school's facilities. However its overriding aim is to support the school in providing the best possible education for its pupils and any lettings of the premises to outside organisations will be considered with this in mind.

The Governing Body has absolute discretion to refuse an application to hire the school.

### **Charges**

A charge will be levied which covers the following

- Utilities costs (such as heating and lighting)
- "Wear and tear"
- Use of school equipment if applicable
- Public Liability and Accidental Damage Insurance
- Profit element (if appropriate)

The Governing Body may, at its discretion, allow the school to be used without charge or at a reduced rate. Free or reduced rate lets must be agreed by the Chair of Governors and Head of School.

### **Concessionary Places**

Where appropriate, the Governing Body will provide financial support for concessionary places for lunchtime and after-school activities held within the term. If the Hirer is approached about the provision of such places, they should provide relevant details to the Head of School. These places are allocated at the discretion of the Head of School on approval from the Governing Body, and Hirers are asked to respect the confidentiality of children offered places under this arrangement.

### **Review of charges**

The Resources Committee will on behalf of the full Governing Body review the charges annually during the Autumn term for implementation from 1<sup>st</sup> January the following year. Recurring Hirers will be given at least half a term's notice on proposed changes to the charges.

### **Management and Administration**

The Governing Body delegates the management of lettings to the Head of School. If the Head of School has any concerns about individual requests they will consult with the Chair of Governors to whom the Governing Body has delegated authority to resolve the issues on its behalf.

The Resources Committee will receive a report from the Head of School on an annual basis of the schedule of use of the school outside the school day, the number of groups involved and the income from such activities.

## **Terms and Conditions for hire of Victoria School**

All terms and conditions set out below must be adhered to. The “Hirer” shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

The ‘Health and Safety Policy for Hirers’ must be read and signed before any booking can be confirmed.

### **1. Status of Hirer**

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The hire agreement is personal to the Hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the Hirer.

If a particular letting involves contact with children, all personnel involved must have undergone an enhanced DBS check, in accordance with DfE guidance.

Any adults working with children (for example, at an after school sports club) must be appropriately qualified.

### **2. Recurring Hirers**

Hirers requiring regular bookings who are new to the school will have a trial period of 2 uses before the contract is officially confirmed. All contracts with Hirers are reviewed on an annual basis.

### **3. Attendance**

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.

### **4. Public Safety**

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

### **5. Own Risk**

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.

### **6. Damage, Loss or Injury**

It is the Hirer's responsibility to make sure that they have adequate insurance and the Governing Body will require copies of relevant insurance documents. You are required to have in force valid public liability insurance at all times with a limit of indemnity of at least £5m. If the Hirer does not hold their own insurance or fails to provide evidence of insurance, a charge will be made to include them in the school's cover, taken out through the Insurance Section at Hertfordshire County Council. This charge will be 5% of the total cost of hire, or £1.00, whichever is the greater.

Use of the car park is at the Hirer's own risk.

The Governing Body will not be responsible for any injury to persons or damage to property arising out of the hiring of the premises unless such injury or damage results from the negligence or breach of statutory duty on the part of the school.

#### **7. Licensing**

The school is not licensed for public entertainment or for the sale of alcohol and must not be used for these purposes unless a **'Temporary Event Notice'** has been granted and a copy given to the school.

#### **8. Smoking**

The whole of the school premises is a non-smoking area and smoking is not permitted. This is to include vaping.

#### **9. Furniture and Fittings**

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

#### **10. Condition of Rooms**

All items in the rooms should be returned to the positions in which you found them at the start of the session. The hirer must not use the school equipment without consent.

Breakages and damage must be reported as soon as possible and must be paid for. The Hirer is responsible for leaving the areas used clean and tidy at the end of the session. The Hirer must take away any rubbish and dispose of it off site. The school reserves the right to charge for any additional cleaning costs if the rooms are not left clean and tidy.

#### **11. School Equipment**

This can only be used if requested on the Request Form, and if its use is approved by the Head of School.

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

#### **12. Electrical Equipment**

Any electrical equipment brought by the Hirer onto the school site must comply with the appropriate code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or have been inspected. The intention to use any electrical equipment must be noted on the application.

#### **13. First Aid Facilities**

It is the Hirer's responsibility to make their own 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 resources is not permitted.

#### **14. 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 school against all sums of money which the school may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

#### **15. Sub-letting**

The Hirer shall not sub-let the premises to another person.

#### **16. Right of Access**

The Governing Body reserves the right of access to the premises during any letting. The Head of School or members of the Governing Body may monitor activities from time to time.

#### **17. Emergency Procedures**

Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures. In the case of after school activities involving pupils from the school, the Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. In the event of an emergency, occupants must leave the school by the nearest exit. The procedures detailed in the Health and Safety for Hirers policy must be followed. The Hirer must have immediate access to participants' emergency contact details, and must have their own mobile phone for use in the event of an emergency.

#### **18. Promotional Literature/Newsletters**

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Head of School or other designated person a week prior to distribution by the Hirer.

#### **19. Access and Locking Up**

Access is not permitted prior to the time stated in the booking and the Hirer is responsible for ensuring that the building is vacated promptly at the end of the booking.

The Hirer may be issued with keys to the main doors and combination for the car park gate and instructed in the operation of the alarm system. The Hirer is responsible for ensuring that the school is left secure at the end of each hire session.

#### **20. Booking Arrangements**

All bookings, including non-chargeable lettings, must be made through the school office using the standard form. Recurring Bookings should be made prior to the start of each term, and in good time for any holiday lettings. Copies of the form are obtainable from the office. In the event of two Hirers wishing to book the same session priority will be given to existing Hirers.

#### **21. Billing Arrangements**

Charges are outlined in Appendix 1. Charges will be reviewed annually by the Governing Body.

##### **a. Recurring Bookings**

Invoices will be issued in advance, on receipt of a completed booking form. A minimum deposit of 10% of the cost of the hire will be required to guarantee bookings at the time of application. The balance of payment must be paid no later than the first session of each term.

**b. Occasional Bookings**

Invoices will be issued in advance, on receipt of a completed booking form. A minimum deposit of 10% of the cost of the hire will be required to guarantee bookings at the time of application. The balance of payment must be paid no later than 10 working days prior to the event.

**22. Notice Period**

Breach of the terms and conditions will result in immediate termination of the contract by the Head of School, in consultation with the Chair of Governors, on behalf of the Governing Body.

**a. Recurring Bookings**

Half a term's notice is normally required to cancel your letting agreement and this must be received in writing. The Governing Body reserves the right to terminate the arrangement immediately if the Hirer causes serious damage to the building, fails to secure the building properly, undertakes activities that reflect badly on the reputation of the school or endangers the safety of pupils.

**b. Occasional Bookings**

We require full payment unless Hirers cancel at least seven days in advance.

**23. Kitchen**

The school kitchen is not available for hire except by the VSA and this hire is subject to the following conditions:

- i. VSA to provide their own equipment (urn, crockery etc.).
- ii. Kitchen to be left clean.
- iii. No children to be allowed in the kitchen.

**24. Expectations of leaving the building**

To leave the building in a clean, tidy and suitable condition.

**25. Floor covers for dance classes**

If a dance class consists of tap, Irish dancing, clogs or any other dance form which requires a hard dance shoe a floor covering will need to be applied.

## **Annex A**

### **Rates from 1<sup>st</sup> September 2016**

Rates will be reviewed annually by the Head of School and Governing Body in the Autumn term for implementation from 1<sup>st</sup> January of the following year. Note also the changes from 1<sup>st</sup> September 2016.

All lets are for a minimum period of one hour and units of one hour thereafter.

#### **Term time**

During school hours	£5/hour
After school	£10/hour

#### **Weekends**

Saturday/Sunday day	£100 per day
Saturday evening 6pm - 11:30pm	£100
Car Park only	£40 per day

<b>School Holidays</b>	£100 per day
------------------------	--------------

### **Rates from 1<sup>st</sup> January 2018**

#### **Term time**

During school hours	£5/hour/room
After school	£10/hour/room

#### **Weekends**

Saturday/Sunday day time (8 hours)	£100 hall, £50 per classroom, £50 dining room
Saturday/Sunday day time (4 hours)	£50 hall, £25 per classroom, £25 dining room
Saturday evening 6pm - 11:30pm	£100 hall, £50 per classroom, £50 dining room
Car Park only	£40 per day

<b>School Holidays</b>	£100 per day hall, £50 per classroom, £50 dining room
------------------------	---

If Hirers do not hold adequate public liability insurance, they will be charged an additional 10%% of the total cost of the hire or a flat rate £1 per session (free lets) to provide cover through Hertfordshire County Council.