



## Lettings Policy

### 1. Purpose

This policy covers the use of the school's facilities by outside agencies.

### 2. Roles and Responsibilities

The Finance, Personnel, Pay, Premises & Audit committee will determine the appropriate use of school facilities and appropriate charges for all lettings. Consideration should be given to continuous use of the facilities when the school is in session.

The Senior Finance officer is responsible for the invoicing and ensuring that signed Hirer's Agreement Forms are in place. The Premises Team is responsible for operational control of the facilities for lettings. The Finance and Business Director (FBD) is responsible for initial and ongoing relationships with hirers, and for confirming if a letting can be accepted and whether will fit in the premises calendar.

### 3. Usage and charges

The school's facilities will be available to all potential hirers, except where the school believes there is a conflict between the nature of the intended purpose of the letting and the beliefs, values and ethos of the school.

The school will support all community activities where practicable but the school reserves the right to prioritise rooms for the school's needs especially during exam and performance periods.

All Hirers must complete the school's Hirer's Agreement form, available on our School website, prior to the let.

A Hirer's Agreement for lettings of a continuous nature should be completed on an annual basis. Charges for regular lettings will be made monthly in arrears. Charges for a one-off lets will be made in advance.

A deposit may be required for any individual event where the hire fee exceeds £150.

Lettings charges will normally be reviewed in June each year for implementation on 1 September and are listed on our School website. The level of charges will be determined by the type of user and proposed function.

Charges may be amended, at the Headteacher's discretion, in respect of lettings to local community groups in the interest of forging good community links and relations.

VAT is not applicable on any charges as the School's lettings are under the annual VAT registration limit of £83,000 (1 April 2016).

### 4. Insurance

All users should have sufficient insurance (current £5million public liability). Hirers must provide evidence of such insurance prior to any let taking place.

### 5. Application to Hire

All hirers should use the Hirer's Agreement Form when making an application, and should complete this at least 14 days before the proposed date of hiring.

Confirmation or otherwise of the booking will be given within 7 days of receipt of the application to hire form.

Hirers are expected to comply with the terms and conditions of letting as specified in the Hirer's Agreement and are also expected to comply with relevant Fire and Health & Safety regulations. Prior to the commencement of any letting the school will provide the Hirer with procedures to be followed in the event of a fire.

Users must vacate the school site within 10 minutes of the end of the letting. In order to cause the least inconvenience locally any lettings within the school must terminate by midnight.

## **6. Payment**

Regular lettings will be invoiced monthly (as above) and payment is required within 14 days. For single event lettings payment will be required at least 7 days before the event is due to take place.

## **7. Cancellations**

Hirers must give at least 3 days' notice of cancellation, otherwise they will be invoiced for the full hire charge. Exceptions to this may include:

- regular lettings, where it is in the School's interest to maintain good relationship
- bad weather which force the school to close at short notice
- personal circumstances.

Cancellation on the day up to the time of the letting is allowed at the FBD's discretion.

The School will endeavour to give as much notice as possible where it needs to cancel lettings for operational reasons, and will try to re-arrange lettings where possible. Refunds will be made where hirer's have paid in advance.

## **8. School's representative**

The Premises Team will normally be on site during functions. Hirers should liaise with the FBD concerning specific requirements such as setting out chairs, equipment etc. When a member of the site team is not on site for the duration of the let, this will be pre-arranged and relevant contact details will be provided in event of an emergency. The school's representative has authority to take any necessary action to protect the school's interests during any particular letting.

## **9. Licencing**

The Hirer is responsible for obtaining the appropriate licence for the event they are organising. A Temporary Event Notice (T.E.N.) is required for any event involving the sale or supply of alcohol or a public entertainment event. Further details can be obtained directly from the Public Protection Licencing department of West Berkshire Council.

## **10. Child Protection and Safeguarding**

Where a let involves children, the School will need to receive a copy of the organisation's Child Protection policy at least two weeks in advance of the let. This will be reviewed by the designated Safeguarding Officer before the hire is approved.

## **11. Health & Safety**

All lettings will be covered by the school's Health & Safety policy. The Hirer should complete a Risk Assessment for all activities and provide this to the school at the time booking. Without a Risk Assessment the school has the right to refuse a letting.

## **12. Car parking**

When there is likely to be congestion in the main car park, Hirers will be directed to the netball courts.

## **13. Smoking**

The school operates a no smoking policy and all hirers must ensure this rule is adhered to. Anyone attending a function will not be allowed to smoke within the confines of the school grounds.

### **Links**

Drugs policy

Financial Management Policy

Health & Safety Policy

### **Appendices**

Hirer's Pack

- Hirer's Agreement
- Lettings Charges from 01 September 2017

**Reviewed: March 2017**

**Next review due: March 2018**

## APPENDIX A – HIRER'S PACK

### HIRER'S AGREEMENT - 1 September 2017 to 31 August 2018

#### Contract for the Hire of School Accommodation and Equipment by Individuals, Firms and Companies

Contracts are not entered into with a club. If a hiring is required on behalf of a club, the Contracting Parties shall be Denefield School (hereinafter referred to as '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 School agreeing to let me:

Name:	
Address:	
Post Code:	
Telephone number:	
Mobile number:	
Email address:	

The following accommodation ( <i>State your requirements/ rooms/hall/accommodation/equipment etc</i> ):	
For the purpose of ( <i>State purpose of Letting</i> ):	
On Day(s) of the week:	
Time (s) of the week:	
From ( <i>Dates</i> ):	To:
Indicate if you wish to hire in term time only:	
Hourly cost of letting:	

#### I hereby agree:

1. To hire and use the said accommodation/equipment in accordance with the school's Lettings Policy, regulations and charges which I confirm that I have seen and read.
2. That our organisation has a suitable Child Protection policy in place which I will forward to the school (applicable if minors attend the letting)
3. The School may at its discretion demand full payment of its charges or part thereof in advance either before or during the duration of this Agreement and that I shall pay the School's charges on demand.
4. That I have read, understood and agree to observe all the following Conditions:
  - a. To comply with all requirements relevant to the letting, including obtaining any necessary Licence (e.g. for the sale of alcohol), and to advise anyone employed by the Hirer or involved with the activity concerned about these conditions.
  - b. To provide three clear days' notice to cancel a booking (or, in the case of hiring of the football pitches, by 2pm the day before). If due notice is not given I will be required to pay the full charge.
  - c. To ensure that a responsible person will be present at all times during the period of the letting.
  - d. To abide by the school's no smoking policy at all times and to pay any fine payable as a result of breaching the law.
  - e. To ensure that all users are aware of car parking arrangements.
  - f. To ensure that our members do not bring dogs or other animals on site.
  - g. To accept full responsibility for any damages to or theft of the School's property occurring during the hire period.

- h. 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.
- i. The School accepts no responsibility whatsoever and howsoever caused for the loss of personal property brought into or left in the premises during the letting.
- j. To provide the school with a Risk Assessment for the proposed activity and to alert the School's representative of any hazards discovered during the period of the letting.
- k. No equipment will be used without the prior approval of the Headteacher or the School's representative, and that the installation of my equipment will be carried out by competent personnel.
- l. To familiarise myself with the position of telephones, escape routes, fire alarms, fire-fighting equipment, and emergency procedures in the event of fire, and to ensure this information is passed on to all users.
- m. To indemnify the School against all claims, costs, demands, expenses, actions or liabilities, however caused, which arise from the use of the premises, apart from claims and actions arising through the negligence of the School, or its governing body.
- n. To confirm that I have read your fire evacuation policy and made our members aware of its contents.
- o. 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:
  - Accidental bodily injury including death to third parties and further in respect of damage to their property, not less than £5 million.
  - Accidental damage, however caused to the premises on hire, not less than £5 million.

Signature of Hirer: (Where Hirer is an Individual)	
<b>OR</b> Authorised Signatory: (Where Hirer is a Partnership or Company)	
<b>Position:</b>	
<b>Date:</b>	
Witnessed by: (Signature)	Name of Witness: (Block Letters)
Address of Witness:	
Postcode:	
Occupation:	

Invoices from Denefield School should be sent for the attention of:	
Address:	
Postcode:	
Email address	

**I enclose a copy of:**

- **Child Protection policy if working with children.**
- **A Risk Assessment for using our facilities.**
- **Public Liability Insurance certificate (if you do not have a certificate, you need to be aware that you will be responsible for anything that happens on our premises).**

## Lettings charges from 1 September 2017

	<b>2017/18 per hour</b>	<b>2016/17 per hour</b>
Badminton Court	10.00	10.00
Canteen	25.00	25.00
Classroom	25.00	25.00
Community room and dance studio with kitchen	40.00	40.00
Community room with kitchen	25.00	25.00
Community room without kitchen	20.00	20.00
Dance studio	15.00	15.00
Drama Studio	15.00	15.00
Da Vinci (weekend)	40.00	
Da Vinci (evening)	35.00	
Gym including shower and changing room	30.00	30.00
Sports Hall including shower & changing room	30.00	30.00
Football Pitches (per game) <i>Full size</i>	30.00	30.00
Football pitches (per game) 7 a-side	25.00	
Note: cancellation of football pitches needs to be advised by email to <a href="mailto:gmy@denefield.org.uk">gmy@denefield.org.uk</a> by 2pm the day before to avoid a charge.		