

# Lettings Policy

<b>Date ratified</b>	March 2020
<b>Committee Responsible for Policy</b>	Business Committee
<b>Date to be updated</b>	March 2021
<b>Headteacher Signature</b>	
<b>Chair of Governors/ Committee Signature</b>	

## 1. Introduction

A letting may be defined as any use of the school premises (buildings and grounds) by parents of children at the school, a community group, or a commercial organisation, usually in return for a fee.

Holy Trinity Primary School has two primary objectives in the letting of school premises:

- Receive income which can be used to supplement school funds and thereby support the day-to-day running of the school
- Act as a resource for and 'hub' of the local community

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

The Headteacher is responsible for the management of lettings, in accordance with the Governing Body's policy. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, such as the School Business Manager, whilst still retaining overall responsibility for the lettings process.

The school retains the right to refuse a booking.

## 2. Types of Lettings

Single lettings are those where an individual or organisation wishes to hire facilities on a one off basis, these lettings should still be subject to a formal lettings agreement and follow the same principles as a continuous letting.

Continuous lettings are those that run for a number of weeks or terms.

## 3. Lettings Agreements

All lettings (even those where no charge is made) will be subject to a Letting Agreement, which details the terms of the letting and must be signed by the hirer. A letting should only be confirmed as accepted when a signed Letting Agreement is in place. Any amendments to an agreement will require a new agreement form to be signed.

Lettings Agreements will be prepared on a termly basis for regular hires. Lettings Agreements will document all of the dates when the school will be used during the applicable hire period and the school will inform the hirer of any dates when the school is unavailable.

## 4. Equal Opportunities

The school premises will not be let to any individual, group or organisation that does not subscribe and adhere to the schools statement on equal opportunities.

## 5. Safeguarding

Safeguarding procedures must be in place for any letting involving children or vulnerable adults.

Organisations which hire the school premises in order to run groups for children or vulnerable adults must provide their own safeguarding policy or confirm that they will comply with all relevant sections of the school's Safeguarding and Child Protection policy (available on request).

Organisations must supply the school with the names and DBS details of all adults who will be leading the groups or write to the school, confirming that the organisation has carried out enhanced DBS checks for all such adults. The information provided will be stored securely as part of the school's confidential Single Central Record.

## 6. Legal Use

It is the responsibility of the hirer to ensure the premises will not be used for any purpose which may be deemed contrary to English law. The school is a community building and the hirer will be held responsible for noise levels and guest behaviour which must not offend other users or local residents. The hirer does not obtain a right of occupation when the agreed term of the letting has ended.

## 7. Named Individual

The hirer must provide the school with a named individual who the school can contact in the case of an emergency. This person must be on the premises for the duration of the letting.

## 8. Safety

During the period of the letting the hirer's named individual will be responsible for following the conditions of booking and ensuring the safety of those using the premises. The named individual will have the responsibility for complying with School Health & Safety Policy (available on request) and any other instructions or guidance provided by the Headteacher.

The school will provide the hirer with the name and phone number of a school contact in the case of an emergency. A member of school staff will be responsible for showing the hirer's named individual how to raise the alarm in an emergency. This will include location of appropriate fire exits, fire extinguishers,

evacuation and fire collation points. It will be the named individual's responsibility to keep a register of those attending the event/activity, ensure fire exits are not obstructed and that school security is not compromised.

No equipment can be brought on to the site without the prior approval of the Headteacher or School Business Manager. Electrical equipment will require an up-to-date PAT testing certificate.

Alcohol may not be brought onto or consumed on school premises during or in connection with a hire unless prior approval is obtained from the school. A Temporary Event Notice Licence must first be obtained from the London Borough of Merton's Licensing Section if alcohol is to be sold on the premises.

Smoking is not allowed on the premises.

Access to the school car park should be limited especially if young children are on site.

## 9. Risk Assessments

The hirer will be responsible for ensuring compliance with any school provided risk assessments. Where appropriate, the hirer will be responsible for undertaking their own risk assessments for specific activities and providing their own first aider. The school's cooking facilities, including the school kitchens and the staffroom, must not be used unless prior permission has been obtained.

## 10. Insurance

Hirers, as lawful visitors, will be insured under the school's Public Liability Insurance policy, organised through the London Borough of Merton, provided that a charge has been paid. However, this insurance does not cover personal belongings or equipment unless they are damaged as a direct result of negligence on the part of the school. It is therefore recommended that all hirers also take out their own insurance, particularly in the case of regular bookings or sports activities.

## 11. Charges

The 2020-21 financial year hourly charge is £35 per room per hour. If a bouncy castle is used inside the hall, or if the grounds are used, an additional £20 will be charged for each.

The school reserves the right to negotiate discounts for long-term hirers, and to charge different organisations different rates.

Charges will be reviewed by the governing body on an annual basis, with any price increases taking effect from the start of the summer term each year. The school will give hirers at least four weeks' notice of any change in fees.

## 12. Damage

The hirer will be responsible for the cost of any damage to school premises or equipment.

School staff will have free access to all parts of the school site during lettings to check hirers are acting in a responsible manner.

## 13. Cleaning/ Security

Any specific requirements relating to cleaning will be detailed in the Letting Agreement. All hirers are required to leave the building in the condition in which they found it and all rubbish must be taken off site by the hirer.

School site staff will be responsible for opening and closing the school unless alternative arrangements have been agreed with the Headteacher or School Business Manager.

## 14. Cancellations and Complaints

Use of the school facilities for school events will always take priority over lettings. In the case of regular hires, the dates when the school facilities are not available will be communicated at the beginning of the term and documented in the Lettings Agreement.

The school has the right to cancel any booking for reasons beyond its control. Reasonable notice of cancellation will be given by the school unless the hirer is in breach of the Letting Agreement, upon which cancellation will take immediate effect.

In the event of cancellation by the Hirer and/or Organisation the following charges apply: Up to 14 days in advance: 10% of hire charge. Cancellation less than 14 days in advance: 50% of hire charge. Cancellation on day of event: 100% of hire charge.

Where the hirer has a complaint, the school's standard Complaints Policy and process will apply. If the school has a complaint about the hirer, in the first instance the Headteacher will raise this with the named person. If the complaint is not resolved it will be escalated to the Governing Body to decide on the appropriate action for the school to take.

## 15. Declaration of Interest

Any members of school staff or governors having connection with a letting must formally declare this, as part of their annual Declaration of Interest and/ or at the appropriate governors' meeting.

## 16. Related Documents

- Lettings Agreement
- Health & Safety Policy
- Complaints Policy
- Equal Opportunities Policy (available to hirer on request)
- Safeguarding and Child Protection Policy

# HOLY TRINITY C of E PRIMARY SCHOOL

## Appendix I: Holy Trinity Primary School

### Hire of Holy Trinity School Facilities – One Off Hirer Agreement FY2020-21

Please complete and sign this document and return the original to the School Office or email a scanned copy to [finance@holytrinity.merton.sch.uk](mailto:finance@holytrinity.merton.sch.uk). No booking will be considered 'confirmed' until the date has been agreed with Holy Trinity staff and full payment has been received.

<b>Date of Hire</b>	
<b>Name of Lead Hirer and Organisation (if Applicable)</b>	
<b>Contact Email Address</b>	
<b>Contact Telephone Number</b>	

Facility	Cost Per Hour	No of Hours Required	Total Cost
Large and Small School Halls (max capacity 190 people)	£135 for 3 hour party booking (2pm to 5pm)		
Large School Hall (max capacity 120 people)	£35 per hour		
Small School Hall (max capacity 70 people)	£35 per hour		
Bouncy Castle	£20		
Grounds	£20		
<b>TOTAL COST OF BOOKING</b>			
<b>PAYMENT METHOD</b>			Cheque / Cash / On-Line

<b>Start and End Time of Hire</b> (including set up/ set down. Saturday parties must be from 2pm to 5pm only)	
<b>Purpose of Hire</b> (e.g. party)	
<b>Notes/ Additional Requirements</b> (e.g. piano. May incur extra charges)	
<b>Will Alcoholic Drinks be Brought Onto the Premises?</b>	
<b>Will Alcoholic Drinks Be Sold on the Premises?</b>	

By signing and submitting this application, I confirm that I have read, understood and agreed to the Terms and Conditions of Hire overleaf.

<b>Signature of Hirer</b>	
<b>Date</b>	

## Terms and Conditions of Hire

### GENERAL CONDITIONS OF HIRE

1. The letting is subject to the school's Lettings Policy.
2. The Hirer must be aged 18 or over.
3. The Hirer and/or Organisation agrees to be bound by the Terms and Conditions of Hire, to pay the prescribed charges and to arrange for adequate supervision of any children on site during the period of hire.
4. The Hirer and/or Organisation must include for any setting up time required within the period of hire.
5. The Hirer and/or Organisation agrees to remove all rubbish arising from the event from the school premises and to ensure that the premises are left clean and tidy as found. Unused food must not be left on the premises. Rubbish bags are NOT provided. Rubbish should be bagged and MUST be taken off site by the hirer. Non-folding chairs must not be stacked more than 8 high.
6. The Hirer and/or Organisation will provide the name, address and contact number of the person supervising the proposed event if, for whatever reason, the Hirer will not be present.
7. The ratio of adults to children must be a minimum of 1:10. The School will immediately cancel and/or terminate any event that fails to comply with these requirements.

### PAYMENT

8. No booking will be accepted without full payment which can be made by cash, cheque or bank transfer (Account: 02319639, Sort Code 30-99-66. Please use the word 'Letting' and your Surname as the reference).
9. The school reserves the right to vary the rates charged from time to time. This will be done in consultation with the hirer.

### LOSS OR DAMAGE TO SCHOOL FACILITIES / PROPERTY

10. The Hirer and where applicable, the Organisation are jointly and severally liable for any loss or damage to School facilities and/or property that occurs during the hire.
11. The School accepts no liability for the personal possessions of the Hirer, Organisation or participants while on School premises.

### INSURANCE

12. The cost of hire includes the cost of public liability insurance, however it is recommended that hirers also take out their own insurance as outlined in the Lettings Policy. Full details of the policy of insurance, including all exclusions and limitations, are available on request. The Hirer and/or Organisation must take all reasonable precautions to prevent or minimize accident, injury or damage. It is a condition of cover that the insurer is immediately notified of all claims or potential claims. The Hirer and/or Organisation must therefore give immediate notice to the School of any claim or potential claim or risk losing cover.
13. The school accepts no liability whatsoever for any uninsured loss or damage to persons or property during the hire of school facilities.
14. In the event of cancellation of the hire by the School for reasons beyond its control, the School will refund all payments made. The school accepts no liability for any loss or damage caused by any such cancellation, and in any event accepts no liability for any consequential losses.

### CANCELLATION

15. The School may cancel the hire of facilities for reasons beyond its control.
16. In the event of cancellation by the Hirer and/or Organisation the following charges apply: Up to 14 days in advance: 10% of hire charge. Cancellation less than 14 days in advance: 50% of hire charge. Cancellation on day of event: 100% of hire charge.

### ALCOHOL

17. Alcohol may not be brought onto or consumed on school premises during or in connection with a hire unless prior approval is obtained from the School.
18. A Temporary Event Notice Licence must first be obtained from the London Borough of Merton's Licensing Section if alcohol is to be sold on the premises.

# HOLY TRINITY C of E PRIMARY SCHOOL

## Appendix 2: Holy Trinity Primary School

### Hire of Holy Trinity School Facilities - Regular or Holiday Hirer FY2020-21

Please complete and sign this document and return the original to the School Office or email a scanned copy to [finance@holytrinity.merton.sch.uk](mailto:finance@holytrinity.merton.sch.uk).

<b>Name of Lead Hirer</b>	
<b>Organisation (Where Applicable)</b>	
<b>Contact Email Address</b>	
<b>Contact Telephone Number</b>	

<b>Room(s) Hired</b>	
<b>Additional Resources Required</b> (e.g. kitchen, piano, grounds etc.)	
<b>Start and End Time of Hire</b> (including set up/ set down)	
<b>Dates</b> (please list all dates this term)	
<b>Total Number of Sessions</b>	
<b>Notes</b>	

<b>Cost Per Hour/ Booking</b>	
<b>Total Cost Per Term</b>	
<b>Payment Method</b>	Cheque / Cash / On-Line Transfer

<b>Signature of Hirer</b>	
<b>Date</b>	

By signing and submitting this application, I confirm that I have read, understood and agreed to the Terms and Conditions of Hire overleaf.

# HOLY TRINITY C of E PRIMARY SCHOOL

## Terms and Conditions of Hire

### GENERAL CONDITIONS OF HIRE

1. The letting is subject to the school's Lettings Policy.
2. The Hirer must be aged 18 or over.
3. The Hirer and/or Organisation agrees to be bound by the Terms and Conditions of Hire, to pay the prescribed charges and to arrange for adequate supervision of any children on site during the period of hire.
4. The Hirer and/or Organisation must include for any setting up time required within the period of hire.
5. The Hirer and/or Organisation agrees to remove all rubbish arising from the event from the school premises and to ensure that the premises are left clean and tidy as found. Unused food must not be left on the premises. Rubbish bags are NOT provided. Rubbish should be bagged and MUST be taken off site by the hirer. Non-folding chairs must not be stacked more than 8 high.
6. The Hirer and/or Organisation will provide the name, address and contact number of the person supervising the proposed event if, for whatever reason, the Hirer will not be present.
7. Safeguarding procedures must be in place for any letting involving children or vulnerable adults. Organisations which hire the school premises in order to run groups for children or vulnerable adults must provide their own safeguarding policy or confirm that they will comply with all relevant sections of the school's Safeguarding and Child Protection policy (available on request). Hirers must supply the school with the names and DBS details of all adults who will be leading the groups or write to the school, confirming that the organisation has carried out enhanced DBS checks for all such adults. The information provided will be stored securely as part of the school's confidential Single Central Record.
8. The ratio of adults to children must be a minimum of 1:10. The School will immediately cancel and/or terminate any event that fails to comply with these requirements.

### PAYMENT AND SECURITY DEPOSIT

9. The school will issue an invoice and payment should then be made by cash, cheque or bank transfer (Account: 02319639, Sort Code 30-99-66. Please use the word 'Letting' and your Surname as the reference). In the event that the facilities are not available for hire the school will refund the individual session hire charge unless another date and/or time can be agreed.
10. The school reserves the right to vary the rates charged from time to time, in accordance with the terms of the Lettings Policy.

### LOSS OR DAMAGE TO SCHOOL FACILITIES / PROPERTY

11. The Hirer and where applicable, the Organisation are jointly and severally liable for any loss or damage to School facilities and/or property that occurs during the hire.
12. The School accepts no liability for the personal possessions of the Hirer, Organisation or participants while on School premises.

### INSURANCE

13. The cost of hire includes the cost of public liability insurance, however it is recommended that hirers also take out their own insurance as outlined in the Lettings Policy. Full details of the policy of insurance, including all exclusions and limitations, are available on request. The Hirer and/or Organisation must take all reasonable precautions to prevent or minimize accident, injury or damage. It is a condition of cover that the insurer is immediately notified of all claims or potential claims. The Hirer and/or Organisation must therefore give immediate notice to the School of any claim or potential claim or risk losing cover.
14. The school accepts no liability whatsoever for any uninsured loss or damage to persons or property during the hire of school facilities.
15. In the event of cancellation of the hire by the School for reasons beyond its control, the School will refund all payments made. The school accepts no liability for any loss or damage caused by any such cancellation, and in any event accepts no liability for any consequential losses.

### CANCELLATION

16. The School may cancel the hire of facilities for reasons beyond its control.
17. In the event of cancellation by the Hirer and/or Organisation the following charges apply: Up to 14 days in advance: 10% of hire charge. Cancellation less than 14 days in advance: 50% of hire charge. Cancellation on day of event: 100% of hire charge.

# HOLY TRINITY C of E PRIMARY SCHOOL



## ALCOHOL

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