



The Queen's Church of England Primary School

Encouraging every child to reach their full potential, nurtured and supported in a Christian community which lives by the values of Love, Compassion and Respect.

THE QUEEN'S SCHOOL Lettings Policy

Agreed by: The Senior Leadership Team and noted by
the Premises, Health & Safety Committee

Date: March 2018

Review Cycle: every three years

All The Queen's School policies should be read in conjunction with the Equality Policy.

If you require a copy of this document in large print, braille, audio format, or paper please contact the School Office.



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LETTINGS POLICY

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1. Introduction

The Queen’s Church of England School (“the School”) is keen to see that the premises, facilities and grounds (“Premises”) at our school are used for the benefit of the whole local community. The education of children is the prime purpose of our school; however, we believe education is a lifelong process which should be open and accessible to all.

As such, it is the desire of the School that these facilities are made available to local individuals and groups (“Hirers”), provided that this does not conflict with the work of the school, the interest of its pupils, or the wellbeing and workload of its staff, and that such lettings do not create a nuisance. All such lettings shall be consistent with the aims and provisions of the Community Use Agreement(s) between the School and the Local Authority (available to view on the School’s website).

The School recognises and supports the following principles:

- The Premises represent a significant capital investment and should be fully utilised
- The Premises are a valuable community resource
- Use of the Premises for educational purposes should be given priority when lettings are considered
- Making a profit from private or commercial lettings is desirable, but is not the primary object when letting for educational activities
- Lettings will be considered for a wide range of activities including (but not necessarily limited to) community use for extra-curricular sports, recreation and teaching purposes, after-school and holiday clubs, children’s groups, one-off birthday parties and other family-based party bookings

Any lettings of the Premises to outside organisations or individuals will be considered with these principles in mind.

In this Policy “Premises” means the buildings, facilities and grounds of The Queen’s School and “Letting Facilities” means the parts of the Premises which are the subject of any particular Lettings Contract between the Hirer and the School.

2. Overview

This document details the Lettings Policy and procedures relating to lettings; available facilities, and the roles of both the School and the Hirers of the Letting Facilities. It also sets out the current scale of charges.

The School recognises that the terms on which it is appropriate to let any part of the Premises may depend on whether the Hirer is a one-off individual hirer or a commercial and/or repeat hirer.

The final decision on compliance with this Lettings Policy lies with the School.

3. Definition of a letting

A letting may be defined as:

“Any use of the school buildings, facilities and grounds by parties other than the school and its partners. This may be a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of ‘Weight Watchers’)”.

The following activities fall within the corporate life of the school. These activities are not considered to be lettings and costs arising from these uses are therefore a legitimate charge against the School’s delegated budget:

- Governing board meetings
- Extra-curricular activities for pupils organised by the School
- Before and after school care provision and activities for pupils of the School
- School performances
- Parents’ meetings
- Meetings of the Parent Staff Association (“PSA”)
- PSA organised events

4. Insurance

The public liability insurance provided by the Local Authority already insures schools against claims for injury or damage to members of the public that may arise due to negligence.

All organisations wishing to use any part of the Premises should have their own public liability insurance to cover them for any services and activities they provide on the Premises as a whole (including but not limited to the Letting Facilities), and must have their own employers’ liability insurance if employing staff or volunteers. The original insurance document should be seen by the School at the time of entering into the Lettings Contract and a copy taken by the School and kept on file.

All private hirers should ensure they are separately covered for their liability to their clients or guests and we would recommend that the Hirer check that all businesses and service providers providing goods or services to the Hirer (e.g party entertainers) have suitable valid insurance coverage in place.

5. Safeguarding

Regular and/or commercial/organisational Hirers providing services to children, whether pupils at the school or others, must have suitable and regularly reviewed policies and procedures in place to ensure children’s safety, which are compliant with all applicable legislation and guidance.

Such Hirers must provide satisfactory evidence of these to the School as required e.g. Child Protection Policy, CRB/DBS Checks.

Private/one-off Hirers are required to have a minimum number of DBS-checked adults in attendance and to enter into a Safeguarding Children Agreement as part of the terms of their Lettings Contract with the School which sets out the safeguarding protections which they undertake to comply with whilst on the Premises. The School shall have regard to the principles and procedures in its own Child Protection Policy at all times and will address any potential safeguarding issue associated with any Hirer or letting in accordance with those principles and procedures. A copy of the School's Child Protection Policy is available on our website in the "School Policies" section and all Hirers should familiarise themselves with its terms.

6. Charges

The Headteacher is responsible for setting charges for the letting of the Premises.

The scale of charges will be reviewed annually by the Headteacher for implementation from the beginning of the next financial year, with effect from 1st April of that year. The current charges are available on request and will not exceed the Local Authority recommended maximum rates.

For the purpose of charging, the Headteacher is empowered to determine to which group any particular prospective Hirer (whether individual or organisation) belongs. The Headteacher is also able to offer any discounts or agree a subsidy for any lettings, as they deem appropriate at their sole discretion. The basis of charging will be determined by the purpose for which a letting is arranged and the facility which is being hired.

The School is constrained by law to apply value added tax to all transactions where this is appropriate. Generally, the letting of any part of the Premises to non-commercial Hirers for non-sporting activities is exempt of VAT, whereas generally sports lettings are subject to VAT (unless block booked in certain circumstances). The Lettings Manager will advise whether VAT is payable on any booking.

The minimum hire period will be one hour.

7. Security

The Headteacher has authority to determine the security risk for each letting and will be responsible for allocating a continuous security presence or other control measure as he/she deems appropriate.

8. Management of lettings

The Headteacher has delegated day-to-day responsibility for lettings to the School's Facilities and Lettings Manager ("Lettings Manager") who can be contacted at lettings@queens.richmond.sch.uk. Where appropriate, the Headteacher may delegate all or part of this responsibility, such as security, child protection to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Lettings Manager has any concern about whether a particular request for a letting is appropriate or not, he/she will consult with the Headteacher.

The Hirer has responsibility for ensuring that any person engaged or in attendance at the Letting Facilities during the period of hire (as the Hirer's guest, participant, employee, subcontractor, service provider or otherwise) is familiar with and undertakes to comply with the terms of this Lettings Policy.

A termly report on lettings will be made by the Lettings Manager to the Finance Committee of the Governing Board and will include information on users, finances, incidents and accidents, enquiries, and any lettings refused.

9. Considering applications for lettings

Individuals or organisations seeking to hire any part of the Premises should approach the Lettings Manager who can be contacted at lettings@queens.richmond.sch.uk.

An Initial Request Form, attached at Appendix 1 to this Policy and available on the School's website, should be completed at this stage, clearly stating the proposed Letting Facilities, booking details and associated access arrangements to and from, and within, the Premises. A record of all enquiries should be kept on file.

The Headteacher (or delegate) will consider the Initial Request Form and raise any queries and/or make any requests for additional information as soon as reasonably practicable. Any changes which the Headteacher (or delegate) requires to be made to the proposed letting will be noted on the Initial Request Form, which shall subsequently form part of the Lettings Contract between the Hirer and the School.

Key payment terms shall also be agreed on the Initial Request Form.

The Headteacher (or delegate) will decide on the application with consideration to:

- The priorities for lettings agreed by the School and set out in the School's Lettings Policy and having regard to the provisions of the Community Use Agreement(s)
- The availability of the facilities and staff
- The School's equal opportunities, health and safety, safeguarding policies and other relevant policies
- The health and safety considerations such as numbers of users, type of activity, access requirements, qualifications of instructors etc. and the requirements of any other Hirers who may be using other Letting Facilities at the same time.
- the likelihood of any damage or nuisance which may be caused or arise at any time as a result of the letting.

10. Issuing a lettings contract

Once a letting has been approved in principle by the Headteacher, confirmation will be sent to the Hirer, enclosing a copy of the relevant Lettings Contract. At the same time, the School will provide contact details for the relevant Site Manager who will be in attendance at the time of the proposed booking(s) and who will be the Hirer's point of contact during the letting.

The Lettings Contract should then be signed and returned to the School. The School shall be in receipt of these signed copies before a letting takes place.

The Hirer will be invoiced in accordance with the provisions in the Lettings Contract and the current scale of charges. The School reserves the right to require payment in advance in order to reduce any possible bad debts and/or to require a refundable deposit over and above the lettings charge, as a surety against damage to the Premises, including any equipment, or the Premises being left in an unacceptable condition, incurring of additional costs for cleaning, caretaking or other expenses. Deposits must be paid within 72 hours of a request by the School. Failure to pay the deposit within this time will result in the letting becoming void. The decision as to whether a deposit is refunded rests with the Headteacher. Recovery via such deposit for any such losses is without prejudice to the School's right to claim against a Hirer for any damage to the Premises and/or the Letting Facilities caused accidentally, wilfully or negligently and such Hirer shall indemnify the School in relation to such losses.

An official receipt will be issued for all payments received. All lettings fees received will be paid into the School's individual bank account. The income and expenditure relating to lettings should be clearly recorded by the School and reported in accordance with all relevant local authority guidance.

The Headteacher has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given in writing and/or payment received in full (unless agreed otherwise).

The reason for refusals should be recorded on the bottom of the Initial Request Form and fully explained to the enquirer.

11. Conditions for lettings

The following Conditions for Lettings are deemed to be incorporated into each Letting Contract unless and to the extent expressly varied by the terms of a Lettings Contract.

Bookings

Confirmation - Bookings are not confirmed until the Headteacher (or delegate) and the Hirer have completed the Lettings Contract.

Changes to bookings - Any changes to any individual booking or series of bookings must be requested by and agreed to in writing by the School at least five working days prior to the relevant booking taking place (or such other period as reasonably agreed). The Hirer shall be liable for payment of the full hire charge paid or payable to the School for any cancellations or changes made with less than five working days' notice.

Cancellation - The Headteacher reserves the right to cancel any booking at short notice due to unforeseen circumstances.

Where the Letting Facilities are required for School purposes the Headteacher will give a minimum of five working days' notice of the cancellation. The Hirer shall be entitled to a refund of any hire charges paid in the event of such cancellation. In reserving the right to cancel due to unforeseen circumstances or because the Letting Facilities are required for School purposes, the Headteacher or the School will not be held liable for any losses whatsoever incurred by the Hirer as a result of the loss of use of the Letting Facilities.

Insurance - All organisational Hirers must have their own public liability insurance with a minimum indemnity of £5,000,000. Evidence of this insurance coverage must be provided to the School.

Payments

- Payment terms shall be as set out in the Initial Request Form
- Payment required will be dependent on facilities used and time booked.
- For regular Hirers, invoices for payment will be sent out at the times and with the frequency set out in the Initial Request Form.
- For regular Hirers, payment is due on receipt of invoice; after thirty days unpaid invoices will incur an additional administration charge of £50. Failure to pay outstanding invoices may result in the cancellation of further bookings and legal debt recovery.
- For on-off or occasional Hirers, payment in full is due in advance.
- Payments must be made by BACS transfer.
- Receipts for payments will be sent by email, Hirers who require a receipt will be sent either by email or post.
- Bookings cancelled with less than five days' notice will be charged at the standard rate.

Care and Condition of Premises

Liability, warranties and damage

- The School gives no guarantee as to the fitness, suitability or condition of the Premises or the Letting Facilities. However, every effort is made to ensure that they are in a reasonable state. It is the responsibility of the Hirer to check that the Letting Facilities are suitable for their needs.
- Any damage to the Letting Facilities, Premises or equipment within the Premises (whether provided for use pursuant to the Lettings Contract or otherwise) will be charged to the Hirer, and will be payable on demand. The Hirer indemnifies the School and the Governing Board for any such loss or damage.
- The Headteacher accepts no responsibility for any loss or damage to any property left in, lost within or lost on the Premises by the Hirer or any attendee or third party.
- It is the responsibility of the Hirer to inform the School, in writing and within 24 hours, of any person or persons sustaining injury or loss on the Premises during the letting.
- The terms and conditions of the Lettings Contract will be adhered to by the Hirer, and all those for whom it is responsible, at all times.

Restrictions

- No smoking is permitted anywhere on the Premises.

- Alcohol is not permitted on the Premises unless prior approval of the School is given and all relevant licenses obtained by the Hirer. Such licenses must be available for inspection by the School before the commencement of the booking.
- Where necessary, the conditions of any licences required for public dancing, entertainment, or music, must be strictly adhered to. It is the duty and responsibility of the Hirer to ensure they understand, apply for, and are able to comply with all such regulations and requirements.
- No tape, blu-tack or drawing pins are to be used on the walls or floors and furniture or sharp objects must not be dragged across the floor. The Hirer under the direction of the Site Manager, must undertake any movement of furniture which the Hirer requires for the booking. No furniture or apparatus is to be used without prior written permission and any furniture or apparatus which is moved must be returned to its initial location at the end of the booking.
- No open fires, candles or unauthorised electrical equipment shall be used on the Premises.
- No betting, gambling or gaming is permitted on the Premises.

Rubbish and cleaning

- All rubbish should be disposed of using the bins provided.
- Where excessive rubbish is generated by a Hirer, this must be removed by the Hirer. Failure to remove excess rubbish may result in additional charges being levied for disposal.
- The Letting Facilities must be left clean and tidy, and in the condition they were found in at the commencement of the booking.
- The Hirer will be liable for any costs incurred by the School for cleaning, caretaking or other expenses, as a result of the Letting Facilities not being satisfactorily cleared after the booking.

Neighbourhood issues

- Noise must remain at a reasonable level at all times, and particular consideration should be given to respecting the needs of the School's neighbours, particularly during evening and weekend bookings.
- Hirers must at all times behave in a considerate manner towards the School's neighbours, and in particular shall park considerately, ensuring that no driveways are parked across. Hirers shall comply with the directions of the Site Manager regarding parking and access. The School reserves the right to terminate any Lettings Contract in the event of a persistent breach of this requirement.

Access, care of property and supervision

- A named contact person from the Hirer must be made known to the Site Manager at the start of the booking. This named person must accept responsibility for the supervision of all persons involved with the letting, for the period of the booking and must sign the group in and out, using the signing in sheets held in reception.

Non-exclusive use

- The School reserves all rights of access. The Hirer acknowledges that whilst it shall have exclusive use of the Letting Facilities during the period of the relevant booking
 - (i) other hirers may be using other parts of the Premises at the same time and/or
 - (ii) other hirers may have booked the Letting Facilities before or after the Hirer as booked them and hence

the Hirer shall take reasonable steps to co-operate with any other hirers and have regard to their requirements in terms of access, noise limitations, timely departure at the end of a booking and other relevant matters.

- Any over stay on the booking times will incur additional costs.
- Only the Letting Facilities (and closest toilet facilities) that are requested on the Initial Request Form are to be used, if you feel additional areas may be necessary for your booking, please contact the Site Manager on duty on arrival. The decision as to whether any such additional areas may be made available to the Hirer is at the sole discretion of the Site Manager.
- It is the Hirer's responsibility to ensure that attendees do not stray into areas of the Premises which do not form part of the Letting Facilities.

Equipment usage

- Hirers may not use School equipment, unless the usage of that equipment has been booked for their booking.
- Hirers should ensure that attendees are aware of what equipment, if any, is included in the Letting Facilities. Access to the kitchen, and use of the kitchen facilities is generally not available except with the prior written agreement of the Headteacher.
- All property brought onto the Premises by or on behalf of the Hirer is done so at the sole risk of the owner of that property. Neither the School nor the Governing Body will accept responsibility for any loss of or damage to any property owned by any person or organisation using the Premises. Security arrangements in relation to such property is the responsibility of the Hirer.

Access

- Please ensure all attendees use only the entry and exit routes indicated by the Site Manager on duty at the commencement of the booking. Others areas of the School may be alarmed. Activation of the alarm system may result in additional charges.
- The Hirer shall allow the Site Manager, or any member of the School staff to be admitted to the Letting Facilities at any time to ensure compliance with the conditions of the booking.

Car parking

- Car parking on the Premises is not generally available to Hirers but where, by agreement with the School, and upon payment of any agreed fee, car parking is made available (either for limited drop off and pick up of equipment at the beginning and end of a booking, or more generally), the Hirer must undertake the proper stewarding and control of the parking area. The Hirer must maintain safe entry and exit from the Premises and provide and maintain clear access for emergency vehicles and service vehicles.

Health and Safety

- All commercial Hirers are responsible to provide their own First Aid box and trained staff. All individual Hirers shall ensure they are aware of the location of the School's first aid facilities. All Hirers shall notify the Site Manager in the event of any accident or injury.
- All Hirers are responsible for assessing the risks to those taking part in their activities and providing the school with any information they need to decide on the suitability of the venue.
- Any equipment, electrical or otherwise, brought onto the Premises by the Hirer must be restricted to those items referred to in the Lettings Contract. All electrical equipment must be portable appliance tested (PAT) and the School will require evidence of this.
- No dogs are permitted on the Premises, except registered assistance dogs.

The School is a NUT FREE school, and the Hirer shall ensure that no nuts, or products containing nuts, are brought on to the Premises.

All Hirers shall familiarise themselves with, and at all times, ensure compliance with, the School's Health & Safety Policy (available on the website) and applicable internal or external risk assessments (copies of which will be made available to them).

Fire Procedures

- All Hirers will be provided with details of emergency exits, fire evacuation procedures, locations of telephones, alarms and fire fighting equipment at the beginning of the hire period and will be provided with a copy of the School's accident report form which must be completed in the event of any accident or injury on the Premises. Hirers are required to countersign the Initial Request Form to confirm that this information has been provided.
- Repeat Hirers are advised to arrange their own fire drills annually.
- Hirers should not attempt to tackle a fire unless trained to do so.
- In the unlikely event of a fire, the School evacuation procedure must be followed and it is the Hirer's responsibility to ensure that they have been informed of this and to confirm to the Site Manager that they are aware of the fire exit points closest to the Lettings Facilities.
- All Hirers must keep a register of who is on the Premises and under their care/responsibility at all times.
- Hirers must ensure that a nominated adult is the group's fire marshal and is aware of all fire exits and the fire evacuation procedure. The nominated adult should be aware of the location of fire extinguishers and know how to use them.
- The designated Assembly Point is on the hard courts in front of the building and the nominated adult is responsible for ensuring that all persons for whom they are responsible are aware of the closest fire exit.
- In the event of fire alarm activation, Hirers should not re-enter any School building until directed to do so by the Site Manager on duty.

Site Management Responsibilities

- The Site Manager will be responsible for the locking and unlocking of the building, ensuring that all Hirers comply with the signing in and out procedures.

APPENDIX 1 - INITIAL REQUEST FORM

Application for Use of Premises Out of Normal Hours

Number: _____

Applicants for the use of The Queen's Church of England Primary School Premises are requested, if possible, to submit this form (in duplicate) to the Head Teacher at least 21 days before the accommodation is required. If the request is granted, an authority for use of the premises will be issued together with an invoice for payment as appropriate in accordance with the terms of the Lettings Policy.

PLEASE USE BLOCK CAPITAL LETTERS THROUGHOUT

Name of Body or person making application: _____

Are you a Registered Charity or Youth Organisation? YES / NO

Nature of Letting: _____
(Meeting, Concert, sporting activity etc.)

Number of persons to use the facility:

_____ adults

_____ children under 16

Details of Letting:

Facility required _____
(Please be specific: Hall, Classroom, astro pitch etc.)

No. of chairs required: _____ No. of tables required: _____

Other equipment _____

Which Day(s)? Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Date of letting period? From _____ to _____ (inclusive)

Times of Letting? From _____ am / pm to _____ am / pm

One off or repeat letting? _____

If repeat letting, frequency of letting and fixed period requested:

TO BE COMPLETED BY THE SCHOOL:

Payment terms

Hourly rate:

Deposit (if applicable):

VAT payable (if applicable):

Payment due date (payment due in full unless stated otherwise):

Invoicing terms:

Car parking terms:

TO BE COMPLETED BY THE SCHOOL AND COUNTERSIGNED BY HIRER:

Document/compliance checklist

Suitable Safeguarding/Child Protection Policy evidence?	Y/N
Evidence seen of suitable number of DBS staff/adults for nature of letting?	Y/N
Public Liability insurance in place and copy of policy seen?	Y/N
Alcohol/entertainment/other licence obtained by hirer if applicable?	Y/N
Accident report form provided?	Y/N
Fire exits and evacuation procedures explained?	Y/N
NGA accreditation (sports clubs only)	Y/N

Other comments/terms: