
THE ROYAL DOCKS COMMUNITY SCHOOL

Lettings Policy



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THE ROYAL DOCKS COMMUNITY SCHOOL LETTINGS POLICY

Introduction

The Governing body regards the school building and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its students, and any lettings of the premises outside organisations will be considered with this in mind.

The School's delegated budget (which is provided for the education of its students) will not be used to subsidise any community lettings by commercial organisations. A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises; as a minimum, the actual cost to the school of any use of the premises by an outside organisation must be re-imbursed to the school budget.

The Governing Body will not let the premises to any political party or political group.

Definition of a Letting

A letting may be defined as "any use of the school premises (building and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of 'Weight Watchers')". A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its students.

Use of the premises for activities such as staff meetings, parents meeting, Governing Body meetings and extra-curricular activities of students supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

Charges for a Letting

The Governing Body is responsible for setting charges for the letting of the school premises.

A charge will be levied which covers the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) – including "on-costs";
- Cost of administration;
- Cost of "wear and tear";
- Cost of use of school equipment (if applicable);
- Profit element (if applicable).

The specific charge levied will be reviewed annually, during the spring term, by the Resources Committee, for implementation from the beginning of the next financial year, with effect for 1st April of the year. Current charges will be provided in advance of any lettings being agreed.

VAT

All lettings are not liable for VAT.

Management & Administration of Lettings

The School Business Manager has delegated responsibility for the management of lettings, in accordance with the Governing Body's policy. Where appropriate, the Head teacher may delegate all or part of the responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Head teacher has any concern about whether a particular request for a letting is appropriate or not, he/she will consult with the Chair of Resources, who is empowered to determine the issue on behalf of the Governing Body.

The Administrative Process

Organisations seeking to hire the school premises should approach the finance office, who will identify their requirements and clarify the facilities available. The Governing Body has the right to refuse an application, and no letting should be regarded as “booked” until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed

Once a letting has been approved, confirmation will be sent to the hirer, setting out the full details of the letting and enclosing a copy of the terms and conditions and the hire agreement. The letting should not take place until the signed agreement has been returned to the school along with a copy of current public liability insurance certificate. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body’s current scale of charges.

The hirer should be named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All lettings fees which are received by the school will be paid into the school’s individual bank account, in order to offset the cost of services, staffing etc. (which are funded from the school’s delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a “break even” situation is being achieved.

Public Liability and Accidental Damaged Insurance

It is the responsibility of the Hirers to ensure that they hold adequate Public Liability Insurance. The School will require a copy of a current, in date, public liability accidental damage insurance PRIOR to the commencement/final authorisation of any lettings.

The finance office will log expiry dates of the above and contact any hirers, prior to the expiry date requesting an updated certificate. An updated certificate must be received prior to the continuing of any letting.

TERMS AND CONDITIONS
FOR THE HIRER OF THE SCHOOL PREMISES

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.

Status of the 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.

Persons may have to undergo, at the discretion of the Governing Body, a criminal record check via the Disclosure Barring Service (DBS). If a particular letting involves contact with the school’s students, all personnel involved must be checked against List 99 and undergo a DBS check, in accordance with DfES guidance. These checks must be made prior arrangement with the Head teacher, with at least half a term’s notice in advance to ensure that the checks can be carried out in time.

Any adults working with the school students (for example, at an after school sport club) must be appropriately qualified.

Priority of Use

The Head teacher will resolve conflicting requests for the use of the premises, with priority at all times being given to school or educational functions.

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.

Behaviour

The hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

The Governing Body reserves the right to immediately terminate any letting, if behaviour does not comply within the term of the agreement.

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/student ratios at all times.

Own Risks

It is the hirer’s responsibility to ensure that all those attending are made aware of the fact that they do so in all respect at their own risk.

Damage, Loss or Injury

The hirer warrants to the Governing Body that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £2 million. The hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed. Neither the school, nor the Local Authority (LA), will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

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.

School Equipment

This can only be used if requested on the initial application form, and if its use is approved by the Head teacher. 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 the school equipment they are using, and for equipment's safe and appropriate use.

Electrical Equipment

Any electrical equipment brought by the hirer onto the school site MUST comply with the LEA code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineers or be inspected by the LEA.

The intention to use any electrical equipment must be notified on the application.

Car Park Facilities

Subject to availability, these may be used by the hirer and other adults involved in the letting.

Toilet Facilities

Access to the school's toilet facilities is included as part of the hire arrangement.

First Aid Facilities

There is no legal requirement for the school to provide first aid facilities for the hirer. It is the hirer's responsibility to make their own arrangement, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sport lettings. Use of schools resources is not available.

Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of the Governing Body, in line with the current food regulations. All litter must be placed in the bins provided.

Intoxicating Liquor

No intoxicants shall be brought onto or consumed on the premises.

Smoking

The whole of the school premises is a non-smoking area, and smoking is not permitted.

Anti-Social Behaviour

Anti-social behaviour in any form will not be tolerated.

Heels and Shoes

No stiletto or any type of thin heel is to be worn on the MUGA pitch, if activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises

Copyright or Performing Rights

The hirer shall not, during occupancy of the premises, infringe any subsisting copyrights of performing rights, and shall indemnify of Local Education Authority against all sums of money which the LEA may have to pay by reason of an infringement of copyright of performing right occurring during the period of hire covered by this agreement.

Sub-Letting

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

Charges

Hire charges are reviewed annually and the current charge will be set out in the hire agreement.

Variation of Scales of Charges and Cancellations

The hirer acknowledges that the charges given may be increases from time to time (they will be reviewed by Governing Body on an annual basis) and that the letting may be cancelled, provided that in each circumstances at least 28 days' notice either way is given. It is the hirers responsibility to notify parents in writing (where appropriate) of any changes in dates or venues at least a week in advance.

Security

The Governors will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. The cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key persons may operate the security system. Keys should be passed to any person without direct permission of the Governing Body of the school.

Right of Access

The Governing Body reserves the right of access to the premises during any letting. The Head teacher or members of the Governing Body from the Resources Committee (or suitable alternative) may monitor activities from time to time.

Conclusion of the Letting

The hirer shall, at the end of the hire period, leave the accommodation in a reasonable tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged.

Vacation of Premises

The hirer shall ensure that the premises are vacated promptly at the end of the letting. 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 and assemble on at the agreed muster point. The hirer must have immediate access to participants emergency contact details, and may use the telephone in the school office in the event of an emergency, Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

Promotional Literature/Newsletters

No advertising literature or any information is be to distributed to participants or through the school without approval from the Head teacher a week prior to distribution by the hirer.

HIRE AGREEMENT

1. The Governing Body of **The Royal Docks Community School**
2. The Hirer:
3. Address:
.....
.....
4. Telephone Number:
5. Emergency Contact Number
6. Email Address:
7. Details of Letting:
.....
.....
8. Maximum Attendance:
9. Details of any School Equipment to be used:
.....
10. Date(s) of hire – To and from:
11. Length of Sessions: (All year around/Term time):
12. Fee (specify per hour or per session):

The Governing Body agree to hire the premises to the hirer on the date(s) and for the length of sessions detailed above, upon payment of the fee specified.

The Hirer accepts all the conditions of the hire as set out in the attached Terms and Conditions document.

The hirer’s attention is specifically drawn to the indemnities contained in the hire conditions, and the need to obtain and submit to the school suitable insurance cover for any loss, damage or injury **PRIOR** to the commencement of the any letting.

I acknowledge that I have been informed that I, or the organisation on whose behalf I am making this booking, must have insurance to cover public liability as the booking is not covered by the schools public liability insurance. A copy of the in date public liability insurance must be submitted to the school prior to the commencement of all letting. I also confirm that I have read and accept the terms and conditions set out in the charging and letting policy attached to this application form and will vacate the building/site within the agreed time stated.

Signature: (The Hirer)

Date:

Signature: (School Business Manager/Head Teacher)

Date:

HIRE OF THE ROYAL DOCKS COMMUNITY SCHOOL

Name of Hirer	
Address and contact details	Telephone number: Email Address:
Hire of	
Date	
Time	
Purpose	
Area Required	
Cost per Letting	
Any Additional Requirement or comments	

Please note:

- No alcohol is allowed on school premises
- The maximum limit of person on site for insurance purpose is 100 adults
- The hirer agrees to ensure that the premises are left clean and tidy at the conclusion of the letting
- Any damage to school property will be charge to the hirer
- There is no access to the kitchen facilities
- Payment will be invoiced monthly in advance
- No anti-social behaviour whilst hiring facilities
- Four (4) weeks’ notice either side of permanent cancellation
- I acknowledge that I have been informed that I, or the organisation on whose behalf I am making this booking, must have insurance to cover public liability as the booking is not covered by the schools public liability insurance. A copy of the in date public liability insurance must be submitted to the school **PRIOR** to the commencement of all letting. I also confirm that I have read and accept the terms and conditions set out in the charging and letting policy attached to this application form and will vacate the building/site within the agreed time stated.

Signature: (The Hirer)

Date:

Signature: (School Business Manager/Head Teacher)

Date: