

Elthorne Park High School



Lettings Policy

Adoption – May 2017
Next review – May 2019
Status – Non-statutory
Committee – Premises

School Lettings Policy

Key points

- To maximise the commercial opportunity for lettings ensuring all costs are considered.
- To ensure that lettings are not in conflict with the fundamental purpose of the school.
- To support community involvement in the life of the school.
- To be consistent with the school's equal opportunities policy.
- The prime guidance to commercial lettings will be the generation of income for the school. A letting generates significant costs for the school as well as nuisance. For that reason the policy will favour high value lettings and repeat lettings as the best path to generate significant net income.
- To monitor the maintenance of the high standards of the premises and grounds
- To provide a professional service to users of the school's premises and ensure good customer care.

Policy

- School activities and extra-curricular activities will not be treated as lettings.
- Lettings are not to continue after 23.00 hours.
- Hirers will have to provide evidence to the School Business Manager of public liability insurance of £2,500,000. It may be necessary to increase this for large events.
- The school's catering contractors are able to offer a range of catering options for every type of event. It is proposed that where food is required at events, it should be provided through the School's catering contractor and hirers or external caterers cannot be allowed to use the school kitchen.
- The school's sound system should be used exclusively. This ensures that we are satisfied with the electrical safety of the equipment to be used, and that users do not bring in sound equipment that would exceed appropriate noise levels for the area. Events with amplified live music should not be accepted until such time as the school has sound-limiting equipment for use with amplified music in the hall.
- The school's excess for insurance is £200. Hirers are therefore required to deposit £200 against minor damage or cancellation.
- Lettings shall not be permitted unless the hirer has signed the standard Hiring Agreement.

Responsibilities

The overall responsibility for school lettings is held by the governing body who will monitor the policy through the Finance and Premises committee. The Headteacher has responsibility to ensure adherence of this policy and day to day responsibility is delegated to the School Business Manager (Finance department - 0208 566 1166 option 4).

The Finance department will manage the day to day running of the lets. This will include but not limited to:

- Maintain accurate records for inquiries and bookings
- Confirm bookings by letter/email and issue contracts
- Key point of contact with hirers
- Inspect insurance documentation
- To liaise with the Site Supervisor
- Promote lets within the wider community
- Raise invoices and keep track of payments
- To initiate legal proceedings for any outstanding debts

The Site Supervisor (and team) will:

- Keep a diary of all school lets
- To organise cleaners
- To inform the School Business Manager of any issues with the lets
- To ensure facilities are as required by hirers
- To monitor all hirers to ensure all aspects of the contract are being followed and premises are left in suitable use for the school.
- To provide a professional service and excellent customer care to the hirers

Charges

All charges will be reviewed annually and will be set at commercial rates by the School Business Manager. The School Business Manager will negotiate special rates for repeat lettings where the annual income is expected to exceed £2,000.

The charges are designed to encourage the lettings of multiple classrooms and the hall. They are also designed to encourage a commitment to multiple lettings.

The charges are made up of:

- An hourly charge for each room booked. A lower rent will be charged per room for repeat bookings to encourage this type of business.
- A fixed charge to cover the cost of cleaning each room after the letting.
- Staff costs incurred in opening / closing the building to be fully charged. Since these charges are fixed, irrespective of the number of rooms rented, the charging structure is designed to favour both the letting of multiple rooms as well as repeat bookings.

For one-off lets, a deposit of 50% and a refundable deposit of £200 must be settled in advance of the booking and the balance to be paid 14 days before the rental date.

For repeat lets invoices will be charged in advance. For the first month a refundable deposit of £200 will be charged.

The school will allow the HSA free use of the school premises (depending upon availability) in acknowledgement of their money raising activities and work for the school. The HSA will need to arrange public liability insurance for the required level.

The school will allow the Boston Manor Residents Association free use of the of the school premises (depending upon availability) in recognition of working with the local community. The Boston Manor Residents Association will need to arrange public liability insurance for the required level.

Bookings

Booking for the school will be through direct contact to the school.

The school and current hirers are given priority.

The decision to agree to the let will be subject to:

- Type of event
- The caretaking team availability
- The number of other lets coinciding with the proposed let
- The suitability of the schools accommodation

Health & Safety

- No smoking or e-cigarettes is allowed onsite
- Hirers must take all reasonable steps to prevent injury, loss or damage to any person or property for the duration of the let. Hirers are responsible for arranging any first aid provision for the members of their organisation. In the event of an emergency – the caretaking team hold a first aid box.
- The school reserves the right to cancel any lettings where the hirer fails to comply with health and safety issues.
- The school requires any electrical items used to have a PAT certificate.
- The School Business Manager in consultation with the Site Supervisor will monitor the number of people on site with regards to safety in the event of a fire and for insurance purposes.
- All hirers who provide activities for children and young people are required to indicate through the application form they have a Child Protection Policy which meets the school's standards (available on request).

Complaints

In the event of a hirer being dis-satisfied with the service or facilities, the school will investigate in line with its complaint policy.

Appendices

Appendix A Terms and Conditions of use

Appendix B Tariff

Appendix C Application Form

Appendix A – Hire agreement

Hire of these premises is subject to the following conditions.

TERMS & CONDITIONS OF USE

These terms and conditions, together with the form of application to hire the school, shall constitute the contract between the school and the Hirer(s).

Application

1. Application for hire must be on the application form provided which will form the basis of a licence to use Elthorne Park High School premises.
2. The Hirer must be over the age of 18 years.
3. If an organisation is hiring the accommodation both the organisation and its members are jointly and severally liable under this agreement.
4. The Hirer must ensure that everybody making use of the accommodation complies with the conditions of use.
5. This agreement is personal to the Hirer and may not be assigned to any third party.
6. The number of persons using any hired property/premises shall not exceed the number advised by the Hirer and authorised by the school.

Cancellation

7. There will be at least two weeks' notice, in writing/email to the school, for any cancellation of a booking made by a Hirer. Cancellations made after this date will be charged at **half** the booking fee.
8. The school reserves the right to cancel any licence at any time in the event of the school requiring any hire property for school purposes or for any other reason which is considered necessary by the school. This may be at short notice.

Payment

9. The first payment is payable in full upon signing this agreement along with the refundable deposit (If a regular let) Otherwise a deposit of 50% is due at the time of application with the balance and holding deposit (£200) to be paid not less than 14 days before the first letting/lettings.

Indemnity and Insurance

10. The Hirer shall be responsible for all damage caused and shall indemnify the school against all loss, damage and expenses unless due to the negligence of the school and any such damage shall be reported immediately to the school.

11. Any damage caused to the accommodation (or elsewhere in the school) shall be compensated to an extent considered reasonable at the discretion of the school within seven days of a written demand.
12. The Hirer shall indemnify the school against all and any expenses, liability, loss, claim and proceedings arising in respect of personal injury to or death of any person or damage to any property arising directly or indirectly from the use of the accommodation unless due to the school's negligence.
13. The Hirer shall obtain insurance against legal liabilities to third parties (including the school) with a limit of indemnity of at least £2,500,000 for any one incident. Where the Hirer is unable to provide details of current, adequate public liability insurance cover (normally a private individual or independent group), The Hirer can purchase the Public Liability Insurance from most Insurers.
14. A copy of the Public Liability Insurance & Child Protection Policy (If applicable) must be included with the application form.
15. It is the responsibility of the hirer to effect this cover and whatever other insurance he/she requires to cover his/her liabilities.

The Premises

16. Access is restricted to the rooms comprised in the accommodation and any toilet facilities and access shall only take place during the designated time and for the permitted purpose.
17. The Hirer is responsible for the area of the premises hired and access and exit routes for the period of hire.
18. The Hirer shall not assign or sublet the premises or any part of the premises.
19. The premises will only be used for the event described in the booking form.
20. The Hirer will be responsible for ensuring that all activities take place in a safe manner.
21. The Hirer is responsible for ensuring that the let finishes promptly. The School will charge for the extra costs incurred for any delay.
22. The behaviour and safety of persons on the premises for this booking are the responsibility of the Hirer.
23. Smoking (Tobacco or e-Cigarettes) is not allowed anywhere on the site.
24. This agreement does not include the use of any equipment, including PE, except where specifically agreed and subject to any further fees chargeable; kitchens and catering equipment shall not be used unless approved by the school subject to any conditions that may be imposed.
25. The Hirer agrees to pay the School on demand the cost of repairs or making good any loss or damage arising out of or incidental to the hiring.
26. Car parking is only allowed in the allocated car parking spaces. All roadways must be kept clear. "No parking" signs must be respected.

27. The Hirer is required to include preparation time and clearing-up time on the application form.
28. All publicity for the hiring and all admission tickets etc. shall explicitly contain the name and address of the Hirer and the purpose of the event. Notices can only be displayed within the School site with the School's prior agreement.
29. The Hirer is requested to inform the School in advance if the media is expected.
30. The Hirer is responsible for leaving the premises hired in a clean, neat and tidy condition and must place rubbish in black bags, which must be deposited in the external refuse bins behind the kitchen. In the interests of hygiene, Hirers are requested to ensure that disposable nappies are not left on the School's premises. **If the Hirer fails to leave the premises clean, neat and tidy, the School's cleaners will clean the premises and will charge the cost to the Hirer.**
31. No intoxicating liquor shall be included in the refreshments available at any functions without the School's written consent. No intoxicating liquor may be sold at an event without the necessary licences and approvals, which must be produced by the Hirer and shown to the School in advance.
32. When classrooms are hired, the Hirer is responsible for ensuring that Elthorne Park High School pupils' property; work or equipment is not interfered with in any way.
33. Regular Hirers of classrooms or facilities are assumed to attend each week and must notify the School of any absence without delay by contacting the School Finance Department in advance on 020 8566 1166 option 4 or email lettings@ephs.ealing.sch.uk.
34. A charge is levied whether or not the facility is used.
35. All furniture should be returned to its original position at the end of the let.
36. The School prohibits the use of fireworks.
37. No candles are permitted on site.
38. Authorised Officers of the School may enter the premises at any time for any reason during the let.
39. The School may terminate the letting if the Hirer fails to comply with the Conditions of Hire or with Fire and Health and Safety regulations.
40. Any event deemed to bring the School's good name into disrepute can be cancelled at any time by the school
41. Should the Hirer need to call the emergency services during a let the duty Site manager must be informed.
42. The Head teacher or his/her representative may refuse admission to any person without giving any reason for doing so and may similarly require any person to leave the premises.

43. The Governing Body shall not be responsible for any loss or damage to any property arising out of the hire.
44. The Hirer shall be responsible for all damage or loss to any fixtures, fittings, sports or other equipment or property occurring during the period of the hire.
45. The Hirer must familiarise himself/herself with the emergency procedures for fire, first aid, accidents and defects reporting and carrying them out to the best of his/her ability.
46. A qualified person must be present during all sessions that are considered to be of a hazardous nature, e.g. karate, gymnastics, judo etc. or where the club/organisation is a youth group. It is the responsibility of the Hirer to check the qualifications of those supervising such activities.
47. The Hirer is responsible for the adequacy, suitability and safety of all equipment brought onto the premises.
48. The Hirer must ensure that there sufficient stewards located in areas which will prevent unauthorised persons from entering the premises and to ensure that guests are restricted to the area hired for the function.
49. It may be necessary for the School to cancel or postpone the event. If this occurs, the Hirer can make no claim against the School or Governing Body or any loss he/she may sustain.
50. Authority to accept or cancel a booking shall rest with the Head teacher.

Performing Rights and Licences

51. No copyright works shall be performed in the accommodation without the licence of the copyright owner and the Hirer shall indemnify the school against any penalty or sanction for any copyright infringement that may occur.
52. The Hirer shall not use the accommodation for any purpose or activity for which a licence or permission is necessary, e.g. preparation and sale of food, unless such a licence has been obtained.
53. The accommodation shall not be used for the sale or display of goods or services or for any public entertainment unless agreed with the school.
54. No alcoholic drinks shall be brought onto the accommodation except where the school agrees otherwise and where a licence has been obtained.
55. No film or video shall be shown in the accommodation or taken in the facilities without the school's prior consent.

Health and Safety

56. The Hirer is responsible for the health and safety of everybody using the accommodation (including first aid) and must make themselves aware of the fire precautions and procedures in existence.
57. The Site Supervisor will be present to unlock the premises at the beginning of the hire and lock up again at the end. He/she will provide you with a walkie-talkie if you need to contact him/her. He/she will not be available during the period of the hire, except in extreme circumstances

58. Please report to him/her on arrival and notify them of any problems during the letting and report to any damage, litter or disorder immediately
59. Electrical apparatus shall not be brought onto the accommodation without the school's consent. Any electrical apparatus that is brought on site must be PAT tested (must be upto date).
60. Animals, other than guide dogs, are not permitted on the school premises without written prior consent of the school.
61. The Hirer shall leave the accommodation in a clean and orderly state.
62. All clubs hiring the facilities must have staff who have appropriate coaching certificates and are checked with the criminal Records Bureau if working with children under 18 or vulnerable adults, even if this is supervised.
A qualified person must be present during all sessions that are considered to be of a hazardous nature, e.g. karate, gymnastics, judo etc.
63. In relation to activities for children, the Hirer must ensure that there are sufficient adults present to be in full control of the children throughout the whole period during which they are on the school site.

Other

64. The Hirer shall not cause nuisance or annoyance to the occupiers of any neighbouring premises.
65. The school does not accept any responsibility for any articles of property left by the Hirer, their guests, agents or any member of the public on the hired property during the period of the hire.
66. The school premises are generally unavailable for hire during normal school hours or later than 23.00 hours. All other times are by negotiation. Bank holidays will incur additional charges.

Appendix B Elthorne Park High School Tariff

These costing's are for an hourly single room/let. Multiple rooms are negotiable.

Hourly Charge	Classroom	Drama Studio	Hall
Monday - Saturday (up to 6.30pm)	£15	£25	£50
Sunday (up to 6.30pm)	£25	£35	£70

Notes

- A minimum of 2 hours will be charged irrespective of duration of let.
- The cost of the classroom is only for the space, table and chairs. Accessing the IT infrastructure may incur additional charges.
- The cost of the drama studio and hall is only for the space. For the hall, accessing the table and chairs will incur an extra cost. Accessing the kitchen is not allowed.
- Additional site costs may be charged if there are large numbers onsite, over 200 people will require 2 duty site officers.
- The hirer will arrange their public liability insurance before the rental commences.
- For lets going beyond 6.30pm, the school will charge one additional hour (first hour) and the normal hourly rental charges. For example, a classroom hired for 6.30pm to 9.00pm – will cost the hirer 2.5 hours x £15 + £15 = £52.50

Facilities Booking Application Form Elthorne Park High School

APPLICATION TO HIRE SCHOOL FACILITIES

Hirer	Full Name:		
	Address:		
	Telephone (daytime): (Evening): Email:		
	<p>If acting on behalf of a business, club, organisation etc. please state its full name and address plus your position there.</p> <p>Name of Organisation:</p> <p>Address:</p> <p>Your position in the organisation:</p>		
Areas and Facilities Hired	Day and Date of event(s)	Area/Facilities	Times of Hire
<p>This should include setting up/breakdown times</p> <p>No extension can be agreed at the time of the event</p>			
<p>Further Details</p> <p>You must accurately disclose the purpose for which the site and/or space is required at the time of booking. Any misrepresentation will entitle the school to cancel the event and retain the deposit/hire fee.</p>	Event Title		Equipment Required
	<p>Is the event/Activity exclusively for 0 – 19 year olds?</p> <p style="text-align: center;"><input type="checkbox"/> YES <input type="checkbox"/> NO</p>		<p>Please note that Hirer's own electronic equipment must be PAT tested and in-date.</p>
	Expected Numbers		

Insurance	<p>All Hirers should have public liability insurance with minimum cover of £2,500,000*</p> <p>Name of Insurer:</p> <p>.....</p> <p>Policy Number:</p> <p>.....</p>	<p>Expiry Date:</p> <p>Limit of Indemnity:</p> <p>Please enclose a copy of the insurance certificate when returning this form.</p>
<p>Certificates/Qualifications</p> <p>DBS checks</p>	<p>If you are planning to deliver coaching activities, does the coach or leader possess appropriate qualifications? <input type="checkbox"/> Yes.....<input type="checkbox"/> No If yes please give details:</p> <p>If this coaching involves young people (under the age of 18), has the coach been DBS checked? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please give the date on the certificate:</p>	

Declaration	<p>1. I undertake to pay the appropriate hiring charges 2. I have read and agree to be bound by the Term and Conditions of Use 3. I agree to indemnify the school against any claims for loss or damage or personal injury or any associated costs arising from this agreement 4. The school reserves the right at any time, including during the event, to refuse or cancel the hire of the site which they consider to be objectionable or in any way detrimental to the reputation of the school.</p> <p>Signature:</p> <p>Date:</p>
Return	<p>Once fully completed, this application form and a copy of your public liability insurance certificate, and Risk Assessments (optional) should be returned to:</p> <p style="text-align: center;">The Finance Department Elthorne Park High School, Westlea Road Hanwell, W7 2AH</p> <p style="text-align: center;">lettings@ephs.ealing.sch.uk 0208 566 1166 (option 4)</p>

FOR OFFICE USE ONLY

Agreement	Approval of hiring:
	Signed:
	Name & Position
	Date:

Payment	<p>For regular hires you can elect to pay via invoice (A £200 refundable deposit to be included in first payment in advance). Please indicate below:</p> <p>Termly Invoice: <input type="checkbox"/> Monthly Invoice: <input type="checkbox"/> Other <input type="checkbox"/></p> <p>Otherwise a deposit of £200 and 50% is due at the time of application The balance to be paid not less than 14 days before commencement of the let. Payment can be paid by BACS and the bank details are on the invoice</p>
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