



LETTINGS POLICY

Current Document Status			
Version	1	Approving body	F&GP Committee
Date	19.03.18	Date of formal approval (if applicable)	
Responsible officer	SBM	Review date	01.04.19
Location	O/Administrative/Health & Safety & Premises		
Version History			
Date	Version	Author/Editor	Comments
01.11.17	V1	SBM	
19.03.18	V2	SBM	Update re sensory room and site contact details

Document retention	
Document retention period	Until superseded



Lettings Policy 2018-19

POLICY ON THE HIRING OF WOODBRIDGE PARK EDUCATION SERVICES PREMISES

1.1 INTRODUCTION AND AIMS

The Management Committee is committed to making every reasonable effort to ensure the school buildings and grounds ("the premises") are available for community use. Where there is a conflict between a Hiring and a school event priority will always be given to school events.

Woodbridge Park Education Service aims to ensure the use of the school's facilities to the fullest potential. It is intended that the premises are available firstly, for the benefit of the learners and secondly for local people consequently providing the service with financial income.

This policy aims:

- 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 support the community in cultural and educational pursuits
- To be consistent with the school's equal opportunities policy
- To provide additional income for the school
- To provide a professional service to users of the schools' premises and ensure good customer care
- To monitor the maintenance of the high standards of the premises and grounds

1.1.1 Definition of a Hiring

A hiring may be defined as:

'Any use of the premises by either a community group or a commercial organisation, regardless of whether a hiring fee is charged'.

It must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

1.1.2 Charges for a Hiring

The Management Committee is responsible for setting the charges for the hiring of the school premises. These are reviewed on an annual basis by the Management Committee. Regular hirers will be given a minimum of two months' written notice of the school's intent to increase the letting charge.

1.2 APPLYING TO USE THE SCHOOL

Application to use the school premises should be made in writing to the School Business Manager, to whom the Head has delegated responsibility for the management of lettings. Applications should be submitted at least 21 days before the event.

If the Headteacher has any concern about the appropriateness of a particular request for a letting, she will consult with the Chair of the Management Committee, who has the authority to determine the issue on behalf of the Management Committee. The Management Committee 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 confirmed in writing. The name of the school should not be associated with any booking without the written approval of the School Business Manager.

1.3 RESPONSIBILITIES

Management Committee

- Overall responsibility for school lettings is held by the Management Committee who monitor the policy through the Finance & General Purposes Committee. The Headteacher has responsibility to ensure adherence of the policy and practical responsibility for the policy is initially delegated to the School Business Manager.

School Business Manager

- To manage the day to day lettings of the premises and ensure effective communication between all parties concerned. To maintain accurate records for inquiries and bookings. To confirm bookings by letter and issue contracts. To maintain a booking chart. To maintain contact with hirers. To inspect insurance documentation. To consult with the Site manager as required. To promote the facilities to the community.

Finance Officer

- To assist the Business Manager as above. To raise invoices and keep track of payment. To advise the Business Manager of any outstanding invoices. To initiate legal proceedings in the case of bad debtors after consultation with the Business Manager and Headteacher.

Site Manager

- To keep a diary of all lets. To book Duty Site Staff for lets if unable to carry out the letting. To organise cleaners where necessary. To keep the Business Manager informed at all times.

Site Manager/Duty Site Staff

- To set up and ensure facilities are as required by hirers. To monitor all hirers to ensure all aspects of the contract are being adhered to and that facilities are left ready for school use. To provide a professional service to users of the school's premises and ensure good customer care.

1.4 HIRE AGREEMENT

Once a hiring has been approved, a letter will be sent to the hirer, confirming the details of the letting, along with a copy of the terms and conditions and the hire agreement.

The hire agreement must be signed and returned to the Business Manager before the hiring can take place. It should be signed by a named individual and the agreement should be in their name, giving their permanent private address or in the case of a company that company's registered address.

The hire agreement (with the terms and conditions of hire of the school premises attached thereto) will be signed in duplicate by the hirer and the School Business Manager on behalf of the Management Committee.

The named individual applying to hire the premises will be invoiced **in advance** for the cost of the letting.

Premises may only be occupied during the hours booked.

All hiring fees will be paid into the service's bank account to offset the costs of services, staffing etc.

The hirer must provide a risk assessment for the activity they are conducting.

The hirer must supply sufficient evidence that they are competent enough to carry out the activity, for example, relevant qualifications or a member of a national Management Committee/ association.

1.4.1 Termination of Hire Agreement

The Headteacher or the Chair of the Management Committee has the immediate power to terminate any hire agreement relating to the hire of the school premises, in accordance with the terms and conditions of the agreement attached.

1.5 COMPLAINTS

Any complaints arising from a hiring agreement will be dealt with using the service's complaints procedure, a copy of which is available on the school website.

2.0 TERMS AND CONDITIONS OF HIRE OF THE SCHOOL PREMISES

These terms and conditions must be complied with.

The "hirer" shall be the named individual on the hire agreement and this person will be personally responsible for payment/deposit of all fees or other sums due **14 days before** the letting.

2.1 STATUS OF THE HIRER

Lettings will not be made to persons under the age of 21, or to any organisation or group with an unlawful or extremist background. (See 1.2).

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.

2.2 DBS CHECKS

It may be necessary for the hirer to undergo a criminal records check via the Criminal Records Bureau (DBS). If a particular letting involves contact with children and young people, it is the responsibility of the hirer, as advised by the School Business Manager, to demonstrate that they have complied with the DBS Code of Practice and any relevant Safeguarding requirements. A copy of the DBS for the event organiser will be requested for lettings involving children under the age of 18.

When there is a requirement for DBS checks to be undertaken, the Hirer must keep appropriate records for all adults in line with the Safeguarding legislation and report to the service any safeguarding concerns which may arise.

The Hirer may be required to provide evidence that DBS checks have been carried out for all relevant adults on request.

2.3 INDEMINITY AND INSURANCE

Lettings are made on the agreement that the Management Committee is indemnified by the hirer against any loss, damage, costs and expenses during the use of the school premises by the hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the Management Committee.

The hirer shall insure with a reputable insurance office approved by the Management Committee against such funds as the hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents or any person resorting to the premises by reason of the use of the premises by the hirer.

Unless specifically agreed by the Management Committee, the insurance cover shall provide a limit of indemnity of not less than £5,000,000 (five million pounds) in respect of any one incident and to include liability for the premises including liability for fire and explosion risks arising from the hire of the premises.

The hirer shall produce the policy of insurance and receipts for the current premium or premiums upon request by the School Business Manager or Management Committee within seven days of a request. No booking will be confirmed until proof of insurance cover has been provided.

The school shall not be responsible for any injury to persons or damage to property arising out of the letting of the premises.

2.4 STATUTORY REQUIREMENTS

The hirer must not do anything or permit any action which would, or might, constitute an illegal or immoral activity affecting the school premises or which would, or might, vitiate in whole or in part any insurance effected in respect of the premises from time to time.

2.5 LICENCES AND PERMISSIONS

The hirer shall be responsible for obtaining any public licences necessary in connection with the booking and should confirm with the school the licences they hold.

Permission or licence must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premises Licence authorising entertainment, or by applying for a Temporary Event Notice

The School Business Manager must be given at least four weeks' notice of a stage play production. The Hirer must obtain a Temporary Event Notice from the local Licensing Authority. The requirement is for the notice to be received by the Licensing Authority and the Police a minimum of 10 **working** days before the planned event but not including the day of the delivery of the notice or the day of the event.

For more information on Licensing, please contact the Hounslow Licensing Team Council on 020 8583 5555:

It is the responsibility of any hirer to ensure that all copyright licences have been obtained to cover planned activities.

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution.

The hirer shall indemnify the Management Committee against all sums of money which the school may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

2.6 PUBLIC SAFETY

All conditions attached to the granting of the licence, stage play or other licences and the school's health and safety policy shall be strictly observed. A copy of the policy is available from the school website. Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- a) obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times;
- b) the emergency lighting supply must be turned on during the whole time the premises are occupied, and must illuminate all exit signs and routes;
- c) fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose;
- d) the Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the School Business Manager;
- e) No fires are to be lit, or flammable substances brought onto the premises without the consent of the Lettings Officer.

- f) the hirer is responsible for familiarising him/herself with the procedure for evacuation of the premises, the escape routes, assembly points, and shall be familiar with the fire-fighting equipment available.
- g) the hirer is responsible for communicating the information in 2.6.e. above to anyone attending the event or activity;
- h) performances involving danger to the public shall not be permitted;
- i) highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc) shall be undertaken or erected without the consent of the School Business Manager;
- j) no latex materials, including balloons, may be brought onto the premises
- k) no unauthorised heating appliances shall be used on the premises;
- l) all electrical equipment brought onto the premises shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The Management Committee disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.
- m) adequate supervision must be provided to maintain order and good conduct, and, where applicable, the hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, scouts etc.

2.7 The Hirer's Responsibilities

The hirer must inform the school's School Business Manager in writing of any fault, damage or other problems with the premises or equipment encountered during the hiring.

No part of the premises are to be used other than for the purpose requested.

No part of the premises requested are to be used for any unlawful purpose or in any unlawful way.

2.7.1 Own Risk

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

Neither the Management Committee, Service or the Local Authority accept responsibility for the loss or damage of property if the hirer for the loss or damage of property of the hirer or of any or of any other person using the premises, or for injury to any person or by any person using the premises.

2.7.2 First Aid Facilities

It is the responsibility of the hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings.

2.7.3 Furniture and Fittings

Furniture or fittings shall not be removed or interfered with in any way. Nor shall they be re-arranged except by prior agreement and will be subject to reinstatement at end of each session of use. 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. The school reserves the right to pass on to the hirer any costs incurred in making good damage caused during a letting.

Hall floors are used by children for physical education and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

The use of any electrical equipment or other apparatus introduced onto the premises is entirely at the hirer's own risk.

2.7.4 Food and Drink

No food and drink may be prepared* (see note below) or consumed on the property without the direct permission of the School Business Manager in line with current food hygiene regulations. Where food is served, the hirer may be asked to provide food preparation certificates for the relevant personnel.

2.7.5 Kitchen/Food preparation, Facilities and Equipment

Third parties shall only be permitted to share use of the school's kitchens and/or equipment where they can demonstrate that the personnel involved have appropriate qualifications.

A 'Slip Kitchen', where only a kettle and washing up facilities are available, can be used by a hirer without supervision.

2.7.6 Intoxicating Liquor

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the Service's Management Committee, whose written consent must also be obtained prior to seeking any Temporary Event Notice from the Local Authority for the sale of alcoholic liquor. All evidence of intoxicating liquor including, inter alia, crates and bottles, must be removed from the premises at the end of the hiring.

2.7.7 Smoking and Drugs

Smoking is forbidden throughout the premises, including outside areas within the grounds. No unlawful drugs shall be brought on to or consumed/used on the premises.

2.7.8 Betting, Gaming and Lotteries

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

2.7.9 Nuisance/Disturbance

Hirers and organisers of events in or at the school premises are responsible for ensuring that the noise level of their functions does not interfere with the other activities within the building nor to cause inconvenience for the occupiers of nearby houses or property.

The hirer must comply with the school's arrangements for disposal of any rubbish or waste materials.

Except in the case of trained guide-dogs for the blind and hearing dogs for the deaf, animals shall not be permitted anywhere on the school premises including external areas.

2.7.8 Rules

The hirer shall comply with any rules and regulations which the Management Committee shall make from time to time.

2.7.9 Charges and Cancellations

The hirer acknowledges that the charges are as set out in points 1.3.2 and 1.3.3 to the hiring agreement including the review of any other arrangements specified.

The Business Manager may cancel without notice any letting for which payment has not been received. This may be a single event or, for multiple lettings, the first in the series for which payment has not been received.

The letting may be cancelled by the hirer, provided that in each circumstance at least 28 days' notice is given. Cancellations made less than 28 days before the event date will be charged in full.

The Business Manager may cancel a letting giving 14 days' notice. In such circumstances any deposit or other payment received for the cancelled event will be refunded. In exceptional circumstances where the requirements of a school activity necessitates the cancellation of an event with less than 14 days' notice the Management Committee may offer alternative accommodation and a full refund.

The Management Committee will not accept any responsibility for any loss, or other expenses however incurred by the hirer, in the event of a cancellation by the Management Committee of the letting as a result of circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others inclement weather, failure of electricity/gas supply, health and safety issues relating to factors beyond the control of the Management Committee). The decision of the Management Committee as to whether a letting should be cancelled shall be binding on the hirer. Notification of any cancellation shall be in writing and may be by email, fax or recorded delivery letter.

Where the premises are not left in their original condition the hirer will be responsible for paying any costs associated with full re-instatement.

2.7.10 Sub-Letting

The hirer shall not sub-let the premises, underlet or share possession with any other parties.

2.7.11 Storage Ancillary to the Hiring

The written permission of the Business Manager must be obtained before goods or equipment are left or stored on the premises. The school accepts no responsibility for items left on the premises.

2.7.12 Loss of Property

The Management Committee cannot accept responsibility for damage to, or the loss or theft of, hirer's property and effects. It is the responsibility of the hirer to make his/her own insurance arrangements if required.

2.7.13 Car Parking

The Hirer is responsible for providing sufficient adults to supervise the parking and traffic movement of vehicles on site. Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the Centre. **In particular the Hirer must ensure that access to the Centre by emergency vehicles is not obstructed or delayed.** Users of the Centre should avoid undue noise on arrival and departure.

2.7.14 Toilet Facilities

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

2.7.15 Right of Access

The Management Committee reserves the right of access to the premises during the hiring for emergency or monitoring purposes. (The School Business Manager or Site Manager may monitor activities from time to time).

2.7.16 Vacation of Premises

The hirer shall ensure that the premises are vacated promptly at the end of the hiring session. The hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

2.7.17 Complaints

Any complaints arising from a hiring agreement will be dealt with using the school's complaints procedure, a copy of which is available from the school website.

2.7.18 Promotional Literature/Newsletters

A draft copy of any information to be distributed to participants or through the school must be sanctioned by the Business Manager at least seven days prior to distribution by the Hirer.

APPENDIX A – LETTING CHARGES

Hall	<p>Evenings and School Holidays £35 Per hour + £30 (Opening premises and locking up)</p> <p>Weekend: £60 per hour + £40.00 (Opening premises and locking up)</p>	<p>+ £150 Security deposit (refundable)</p> <p>No more than 120 people</p>
Weekend Package Hall and Kitchen)	<p>£80 per hour + £40.00 (Opening premises and locking up)</p> <p>Please note the Hall and Kitchen will need to be cleared and cleaned by 11pm.</p>	<p>+ £150 Security deposit (refundable)</p>
Main Playground/ Car Park	<p>Evenings and School holidays: £20 per hour + £25.00 (Opening premises and locking up)</p> <p>Weekend: £25 per hour + £40.00 (Opening premises and locking up)</p>	<p>+ £150 Security deposit (Refundable)</p>
Food Tech Room Classrooms	<p>Evenings and School Holidays: £20 per hour + £25.00 (Opening premises and locking up)</p> <p>Weekend: £25 per hour + £40.00 (Opening premises and locking up)</p>	<p>+ £250 Security deposit (refundable)</p>
Standard Classroom	<p>Evenings £12 per hour</p>	
Meeting Room	<p>Evenings £15 per hour</p>	
Sensory Room Primary Centre	<p>Evenings: £20 per half hour session per child</p> <p>Weekend: £30 per half hour session per child</p>	<p>Full inspection of sensory room at end of each session by caretaker</p>

	Cost per Hour	Deposit (Refundable)
Hall Pro Active Board and Laptop	£25	£100

Staff – Staff wishing to book the school's facilities will be offered a 15% discount on the full cost.

The Management Committee 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, lighting and caretaking)
- 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
- Fee in lieu of use of premises, i.e. a rental value

Where there are multiple lettings taking place at the same time, the costs for services and staffing will be shared between the various Hirers.

The school will only accept bookings for the areas listed below for the school holidays and weekends. Please visit the school's website for the up to date term dates.

WOODBIDGE PARK CENTRES AVAILABLE FOR LETTINGS

The Bridge Primary Centre
187 Bedford Lane
Feltham
TW14 9NP

KS3 Centre
24 Wood Lane
Isleworth
TW7 5ED

CATE Centre
St Georges House
60 Green Dragon Lane
Brentford
TW8 ORS

Please Telephone 0208 289 4712 or 4713 for details



APPENDIX B – LETTING AGREEMENT

1 Hirer's Details:		
Full Name:		
Address:		
Telephone (Daytime)		
Telephone (Evening)		
Email Address:		
If Acting on Behalf of a Business, Club, Organisation etc. please state its full name and address plus your position there:		
Organisation Name:		
Job Title:		
Address:		
2 Facilities to be Hired		
Centre Name and Address you wish to hire		
Facilities Available	Day and Date of Event	Times of Hire
Hall		
Servery		
Classroom		
Conference Room		
Food Tech Room		
Sensory Room (Primary Centre – Feltham)		
Do you wish to make Multiple/Regular Bookings?		
Details of any Electrical Equipment to be brought on site	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Additional Dates		
3. Further Details		
<p><i>On the next page 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</i></p>		

Event Title		Expected Numbers	
Is the event activity exclusively for 0-19 year olds?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Is Alcohol to be brought on to and consumed on the premises?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
If Yes, has a license been obtained?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	

4. Insurance

All hirers should have public liability insurance with minimum cover of £5,000,000. **Please enclose a copy of the insurance certificate when returning this form**

Name of Insurer		Policy Number	
Expiry Date		Limit of Indemnity	

5. Certificates/Qualifications and DBS Checks

If you are planning to deliver coaching activities, does the coach or leader possess appropriate qualifications?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, please give details		
If this coaching involves young people (under the age of 18), does the Coach hold a relevant DBS?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, please give the DBS Number and Date from the Certificate		

6 Declaration

1. I undertake to pay the appropriate hiring charges at the times specified
2. I have read and agreed to be bound by the terms 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.

Signature: _____ Date: _____

7 Return

Once fully completed, this application form, a copy of your public liability insurance certificate, and Risk Assessments (optional) should be returned to Ms J Bardall, SBM, Woodbridge Park Education Service, 24 Wood Lane, Isleworth, TW7 5ED.

6 For Office Use Only

Approval of hiring by Business Manager/Finance Officer

Signed		Date	
--------	--	------	--

Payment

For regular hires, you can elect to pay via invoice

A holding deposit (£150) to be paid at the time of booking by cheque or BACS payment to Woodbridge Park Education Service.

Dates during the year when facilities will be unavailable due to school use or closure will be issued at the beginning of the school year in September. These dates may be subject to change, but prior notice will be given wherever possible.

The Applicant confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (see *Terms and Conditions 2.3 for further details*).

The Applicant confirms that arrangements are in place with reference to First Aid (see *Terms and Conditions 2.7.2. for further details*).

The Applicant undertakes to comply with the regulations regarding the use of own electrical equipment (see *Terms and Conditions 2.6.j&k for further details*).

The Applicant undertakes to comply with the Terms and Conditions of Hire of the School Premises

Any other relevant information including details of insurance cover

.....
.....

I confirm that I am over 21 years of age, and that the information provided on this form is correct.

Signed:

Date:

(Please complete and return to the school at least 21 days before the event)