

# LETTINGS POLICY

## PERRYMOUNT SCHOOL



**Approved by:** FULL BOARD GOVERNORS **Date:** 14 OCTOBER 2019

**Last reviewed on:** 14 OCTOBER 2021 (New policy)

**Next review due by:** OCTOBER 2023 (2 year review)

# DRAFT PERRYMOUNT LETTINGS AGREEMENT

## LETTINGS POLICY

The governors have agreed to the letting of the school premises where possible, provided that any letting must not be detrimental to the school or its pupils.

### Guidelines

- All lettings will be at the discretion of the governing body or its representatives, who may refuse lettings if they consider it in the interests of the school to do so.
- Lettings after midnight will not generally be permitted.
- All hirers must comply with the terms and conditions of the Hiring Facilities.
- All hirers must be aged over eighteen.
- All school buildings and associated premises are non-smoking areas.
- The school is not responsible for any loss of or damage to vehicles parked on its premises or their contents.

### Charges

- All charges will be subject to periodic review by the governing body.
- The calculation of charges will include consideration of the real costs of heat, light, sewerage and water and the cost of caretaking for the event.
- All lettings to charitable and community groups are made without profit.
- Other charges are agreed by the governing body and may include an element for profit above actual costs.

### The Application Process

- The hirer submits two copies of the application form, which sets out the time, and date of the proposed hiring and the precise definition of the premises and facilities to be hired, including changing rooms for sporting events, lavatories and kitchens.
- The Head teacher considers the application and a decision is made whether to permit the hire.
- The Facilities Manager is informed. If the Facilities Manager is not able to service the hiring, a key holder will be identified, who will receive payment at the same rate as the Facilities Manager.
- One copy of the application form is returned to the applicant with a letter of confirmation setting out the terms of hire, including insurance requirements.
- An invoice is issued regarding the letting and must be paid within 30 days.
- A receipt is issued.

Confirmation that the Lettings Policy has been discussed, by the Governing Body of Perrymount School on:

Signed by:

Chair of Governors: ..... Date: .....

Executive Headteacher: ..... Date: .....

# **PERRYMOUNT** **Hire Agreement**

Please read the following pages carefully and complete and sign the booking form

## **Rules of Use**

### **1. Facilities hired:**

Communal areas such as toilet/s, kitchen entrances, and garden shall be shared. Access to tables, chairs, cooker, fridge, water boilers and other such appliances as provided by the school. Use of the premises and its facilities is subject to the hirers accepting responsibility for returning furniture and equipment to their positions.

### **2. Maximum Capacity**

Maximum shall be 100 persons. ON NO ACCOUNT SHALL THIS BE EXCEEDED

### **3. Hours of Opening**

The premises are available for hire by agreement with the Facilities Manager (**NO EXTENSIONS SHALL BE GRANTED**), excluding all Bank/Public Holidays, when the buildings are not open to any user. Use of the premises on Bank/Public Holidays must be made by prior separate arrangement.

### **4. Nuisance**

- a) No litter shall be left on or about the premises that is likely to cause an environmental concern and nuisance to local residents.
- b) No animals shall be permitted on the premises other than trained assistance dogs accompanying blind persons.
- c) No activity shall be carried out on the premises which, in the opinion of the school, could be regarded as obscene or which contravenes the Race Relations or Sex Discrimination Acts or which contravenes the school's Equal Opportunities Policy.
- d) The activity of users shall not generate a level of noise (on arrival or at departure) likely to cause persistent discomfort to nearby residents.

All noise (including music) should be kept within the level set by the local authority's environmental health department.

Music or amplified sound should not be played on the premises after 11.00 – 11.30? (23:00hrs) – Monday to Saturday and 10.30pm (22:30hrs) – Sundays.

- e) Users shall not park their vehicles in a way likely to cause a nuisance to local residents.

### **5. Conduct**

No activity shall be carried out on the premises, which, in the opinion of the school, could: cause offence, be regarded as obscene, compromise the safeguarding of children/young people and vulnerable adults, or cause disruption to other persons using the premises. A code of conduct will also form a part of this hiring contract/agreement.

### **6. Equality and Diversity**

No activity shall be carried out on the premises which, in the opinion of the school, contravenes (directly or indirectly) the Equality Act 2010 or any other issue identified by the school's Equality Objectives:

Such as – please note this list is not exhaustive:

- a. Tackle victimisation, discrimination and harassment
- b. Improve access to services
- c. Close the gap in outcomes for citizens
- d. Increase mutual understanding and respect between communities
- e. Increase participation and engagement

All lettings will include ensuring equal access to people falling under the protected characteristics identified within the Equality Act 2010 i.e.

- Age
- Disability
- Gender reassignment
- Marriage and civil partnership
- Pregnancy and maternity
- Race
- Religion of belief
- Gender
- Sexual orientation.

There shall be co-operation with the school in obtaining details of the equality profile of the users of the activity.

## **7. Health and Safety**

The hirer must act in accordance with current health and safety regulations when carrying out its activity. If you are an employer you have a duty of care to protect the health, safety and welfare of your employees as well as anyone who may be affected by your business's activity when using the premises. All safety information, instructions, guidance and notices issued by the school must be followed at all times.

## **8. Fire Safety**

The 'responsible person' shall be the stated hirer, which is the person who has control of the premises and persons in connection with carrying out its activity. All hirers must act in accordance with current fire safety regulation at all times.

Take measures to reduce and mitigate the risk and spread of fire on the premises.

Fire exits, fire exit routes and all means of escape must be used safely and kept free from any obstructions at all times.

Fire evacuation (drills) should be carried out every six months.

Internal fire doors are to be kept closed at all times. – must not be obstructed as will close automatically when the fire bell rings

Fire fighting appliances must be kept in their proper places, only used by their proper purposes and must not be damaged in any way.

The means for detecting or warning of fire such as fire alarms or smoke detectors must not be damaged in any way.

Items of equipment and combustible materials must be stored safely, kept to a minimum with unwanted items disposed of periodically.

Be aware and follow all emergency procedures concerning 'action to be taken in the event of fire' on the premises.

Instruct employees and organisers of the activity in fire safety.

## **9. Safety Regulations**

All conditions and regulations imposed by Fire, Police or other relevant authorities in relation to the premises shall be strictly observed. Nothing shall be done which will endanger the users of the premises or compromise the policies of insurance relating to it or its contents. In particular:

Obstructions must not be placed in passages leading to exits.

Fire-fighting appliances shall be kept in their proper places and only used for their proper purposes.

Particular attention **should also be paid to paragraphs 15 to 20 inclusive** of the Standard Conditions of Hire.

## **10. Cleaning**

Use of the premises and its facilities is subject to hirers accepting responsibility for returning furniture and equipment to their positions prior to use and for securing doors and windows as directed by the Facilities Manager or other authorised school employee. **ALL USERS SHALL LEAVE THE PREMISES IN A CLEAN AND TIDY CONDITION, THIS APPLIES TO REMOVING RUBBISH, SWEEPING FLOORS & WIPING KITCHEN SURFACES.** Users failing to meet these conditions may forfeit their deposit.

## **11. Security**

- a) All hirers are to ensure that all doors, windows, external gates (including those to a designated car park), security shutters, access and egress points to the premises are secured as directed by the school.
- b) Keyholders: No keys, security devices or security passwords are to be passed on to individuals other than the named hirer without expressed consent of the school.
- c) Non-key holders: All hirers should not leave the premises until the caretaker/premises officer attends site to secure the premises.
- d) It is a requirement for all hirers to assess risk and take appropriate measures to control admittance to the premises.

## **12. Good Housekeeping**

Use of the premises and its facilities is subject to the hirers accepting responsibility for keeping the premises in good order at all times whilst carrying out its activity; this includes any designated storage areas (whereby an inventory may be requested).

### **13. Alcoholic drinks, etc.**

No excisable liquors (e.g. beers, wines and spirits) or cigarettes or tobacco may be sold or offered for sale on these premises. (With the exception of the PTA who will be responsible for ensuring they have obtained the appropriate licence).

### **14. Betting, Gaming and Lotteries**

Nothing shall be done on, or in relation to, the premises in contravention of the law as it relates to betting, gaming and lotteries. Persons responsible for activities held on these premises shall ensure that such laws are strictly observed and if necessary appropriate licences are obtained.

### **15. Entertainment**

No musical entertainment (involving charging entrance fees) shall be carried out on the premises. (With the exception of the PTA who will be responsible for ensuring they have obtained the appropriate licence).

### **16. Public announcements**

No publicity or advertisement shall be made of the proposed function until the application is accepted.

### **17. Loss of Property**

The school cannot accept responsibility for damage, loss or theft of users' property.

### **18. Storage**

The permission of the school must be obtained before hirers' goods or equipment are left or stored on the premises. These must not be stored in ways that prevent other users from fulfilling the purposes of their hiring as specified in their agreements with the school or in such a way as to constitute a Health & Safety hazard.

### **19. Applying to use the premises**

Applications shall be made to Tony Franklin (Facilities Manager) or Susan Meacock (School Business Manager).

The school reserves the right to refuse an application if the intended use contravenes school policies in operation at the time, or exceeds the scope of the planning permission for these premises (e.g. trading activities and pay parties).

**The school reserves the right to cancel bookings when the premises are required for use as a Polling Station or Public Meeting or are unfit for the intended use.**

The school reserves the right to cancel a booking if it reasonably believes that these Rules or the Conditions of Hire will be broken by the Hirer or by persons associated with the Hirer.

If the booking is cancelled under paragraphs 19 then any fee(s) already paid by the applicant will be returned.

The school reserves the right to allow the use of other parts of the premises during the period of hire and to allow for use of all communal areas - by prior arrangement with the hirer.

## **20. Payments**

A deposit of £100 shall secure a provisional booking: this to be paid within 10 days of receipt of invoice.

Current Hire Cost (September 2019) is this per hour

AREA	Daytime – term time 9am to 6pm		Holidays – daytime 8am to 6pm		Evenings – term time 6pm to 11pm		Evenings - holidays 6pm to 11pm		Saturdays 8am to 11pm	
	Private	Commercial	Private	Commercial	Private	Commercial	Private	Commercial	Private	Commercial
Main Hall	£13	£13	£20	£20	£13	£13	£20	£20	£30	£30

Long-term hire requests and requests for use of the school hall on a Sunday and requests to use other facilities within the school will be agreed on an individual basis all other health and safety restrictions will be applied to the bookings.

If member of premises team is required it will be charged at £35.00 per hour per person to cover salary on-costs.

First payment of fees must be received fourteen (14) days before the date of the first session of use. The return of the deposit should be within four (4) weeks of the last session of use.

The school reserves the right to withhold all, or part, of the deposit if any of the stated rules or conditions of hire are contravened.

**The costs of your booking will be covered, entirely, by the hiring fee and returnable deposit, unless the cost of repair should exceed the returnable deposit). No other payments should be made to any school employee in connection with the booking.**

On confirming a booking, arrangements will be made for an invoice to be issued by the school's School Business Manager. No payments shall be made until such invoices have been received. Invoices shall be paid by BACS

It's important that invoices are paid on time and in accordance with the invoice terms. If you do not pay your invoices or fail to contact the school to either discuss payment or to dispute the invoice, then the school will take action to recover the debt from you. If despite reminder notices you do not make payment or have not contacted the school, your account may be referred to Debt Collection Agents, or external bailiffs for collection. If this happens you will incur additional costs. The school may also take legal action to recover the outstanding amount, and if a claim is issued in the County Court the school will seek interest at 8%.



## **21. Termination of Hiring Agreement**

In the event that the hirer breaches any of the Rules of Use or Conditions of Hire and particularly if they breach any Safety Regulations, then the school shall be entitled to terminate the whole of the Agreement, with immediate effect, by serving a Notice of Termination on the hirer. In the event that the school serves such a notice then the hirer shall be entitled to either the return of the hiring fees paid in advance of any cancelled sessions, or such part of these fees as the school considers reasonable bearing in mind the particular reasons for the serving of the Notice. This may, in what the school considers to be serious cases, lead to the withholding of fees by the school, following the termination of the Agreement.

The school reserves the right to cancel this Agreement should its financial position make it unable to operate the facilities to which these Rules relate

Any hirer who is dissatisfied with the termination of the Agreement may appeal, within 5 working days of service of the Notice, to Susan Meacock (School Business Manager).

## **22. Cancellations of the hire agreement**

In the event that the hirer intends to cancel the hire agreement, one month's notice should be applied. This should be in writing stating the reasons why the agreement should come to an end. All outstanding hirer fees must be paid in full and the hirer shall receive confirmation in writing from the school that the hire contract has come to an end.

## **23. Variations and additional terms of use**

No variations or amendments to the rules shall be valid unless they are in writing and signed by one or both of the hirers stated in the application.

From time to time, the school may introduce additional terms as a part of the hire agreement.

### **Standard Conditions of Hire for School Building**

1. *Relevant to One-off Hirers only:* THE HIRER shall pay the stated deposit and fee(s) on, or before, the date(s) shown on the Hiring Agreement and/or subsequent invoice(s). If the HIRER wishes to cancel a booking, a minimum of twenty eight (28) days notice is required. If a cancellation is received with less than twenty eight (28) days notice then 50% of the deposit will be withheld, if less than fourteen (14) days notice is given then all of the deposit will be withheld. In the event of (school) cancelling a booking in line with Rule 19 see Rules of Use of Premises - any deposit and fees already paid for that booking shall be refunded.
2. THE HIRER shall ensure that the Rules of Use for these premises are complied with and shall admit a duly authorised officer of (school), on request, at any time, for the purpose of ensuring that this is the case.
3. THE HIRER shall, during the period of hiring, be responsible for the structure and contents of the premises, for safety procedures and for the consequences of the acts, omissions and behaviour of all persons using the premises in association with the HIRER (including proper supervision of car parking arrangements so as to avoid obstruction of the highway).
4. THE HIRER shall be responsible for obtaining any licences necessary in connection with the booking other than those already held by (school).
5. THE HIRER shall be responsible for observing all regulations applicable to the premises stipulated by Licensing Justices, the Fire Authority, Lewisham Council or otherwise.
6. The school does not accept liability for incidents arising from the activities of the Hirer, including incidents arising from the provision of equipment, materials, advice, training etc. The school deems the Hirer of the premises to be fully liable for any such incidents.
7. THE HIRER must indemnify the school against any third party claims or actions arising from their use of these premises. Hirers will be required to produce evidence to the school that they hold Public Liability insurance with a minimum limit of indemnity of £5,000,000. Hirers must also ensure that all participants (e.g. entertainers, stallholders etc) hold current Public Liability insurance in their own right.
8. The HIRER must hold Public Liability Insurance with a minimum limit of indemnity of £5,000,000 (Five Million Pounds). If the hirer is a private individual who might not otherwise hold Public Liability insurance, he/she can apply to the school for details of cover, which may be available at additional cost. If any proposal for this insurance is accepted, the Policy will only cover the person shown on the Hiring Agreement. No other individual or group will be covered.
9. THE HIRER shall not sub-let the premises or use them for any unlawful purpose.

10. THE HIRER shall not bring onto the premises anything, which may endanger the premises, their users, or any insurance policies relating to the premises.
11. THE HIRER shall refund school the cost of repairing any damage done or special cleaning required to any part of the premises (including their curtilage), or their contents, arising from her/his booking.
12. THE HIRER shall ensure that at all times during the period(s) of hire the person(s) named on the Booking Form/Hiring Agreement shall remain on the premises.
13. The school shall undertake to maintain the structure of the Premises and services (heating, lighting, hot and cold water, sanitation and electric sockets) in good order subject to the provisions of Clause 11 above.
14. HIRERS shall not advertise their use of the premises in any way other than by personal invitation **unless express permission is obtained from an authorised officer of the School.**
15. THE HIRER shall appoint a 'competent person' who will be responsible for health and safety duties during the designated time of hire. Such duties could include fire evacuation procedures, ensuring that portable appliances (electrical) are checked, security of the building and activity based risk assessments.
16. THE HIRER shall ensure that an appropriate Safeguarding Policy is in place when carrying out activities involving children and young people. Hirers who intend to regularly use the premises will be requested to provide evidence of the policy, registration licences (i.e. the Office for Standards in Education – OFSTED) and nationally recognised sport and/or martial arts coaching qualifications along with any additional documentation as required.
17. THE HIRER shall ensure that an appropriate safeguarding policy is in place when carrying out activities involving vulnerable adults.
18. THE HIRER should provide adequate first aid cover and details concerning appointed/qualified 'First Aiders' if intending to work with children and young people within the premises.
19. THE HIRER shall record all accidents and incidents and is expected to co-operate fully with any further investigation.
20. THE HIRER shall provide the appropriate means to contact emergency services and it is suggested that the hirer carry an operational mobile phone for this purpose.
21. THE HIRER shall ensure that all food preparation and serving is carried out in line with food hygiene regulations (if more than 5 times a month) or in a clean and hygienic environment. The kitchen provision is maintained and regularly cleaned and we cannot accept responsibility for any illnesses or other difficulties relating to food consumption on our premises.
22. THE HIRER shall, when requested, provide the school with information necessary for it to assess the degree to which the premises/facilities are serving a diverse range of local people.

23. THE HIRER in signing the hiring agreement commits to abide by the legal requirements related to SMOKE FREE LAW introduced on the 1 July 2007 and accepts the responsibility of ensuring that all users of the premises connected with the named activity shall abide by the smoking ban. Failure to comply with the law will be treated as a criminal offence and as a result of breaking the law, on the spot penalties and fines may be imposed. It may also result in your hiring agreement being terminated.

If the HIRER is in any doubt as to the meaning of these Conditions, she/he should consult Tony Franklin (Facilities Manager) or Susan Meacock (School Business Manager).



**CONTRACT/APPLICATION FOR HIRING SCHOOL FACILITIES**

Please check all the details are correct making changes where necessary. Then sign and date the form.

**Premises:**

I hereby make application for use of the above named school for:

**Activity:**

**Dates Required:** \_\_\_\_\_

**Time of hire:** \_\_\_\_\_

**Facilities Required (Please give details of the number of items required – not ticks)**

<b>Halls required</b>			
<b>Chairs required</b>		<b>Tables required</b>	

**Will admission be open to the general public? Yes/No**

The person/s named in this application shall be the hirer and shall be personally responsible for ensuring that these rules and conditions are complied with in all respects. I agree to abide by this contract as a whole.

I agree to be present throughout the period of hire and shall not leave the premises until the caretaker/ premises officer attends to secure the premises.

I agree that the premises are not used for any purpose other than that stated in the hiring application.

The deposit fee must be paid by XX/XX/XX. The hire fee must be paid by XX/XX/XX.

Please refer to the covering letter to find out how to make the payments OR you will receive an invoice giving details about paying your deposit and fees.

After you have signed this agreement please return to: Rosamund Clarke (School Business Director) via the School Office.

**Continued...**

I agree to abide by the Rules & Conditions of Use for these premises and pay the hire fee of £0.00 plus £100.00, refundable deposit, in advance.

Name of Applicant (please print):

Address:

Daytime Tel No:

Mobile:

Signature

Date

**Official Use Only**

Centre Code:	Headteachers Signature:	Facilities/ SBM Manager's Signature	Chargeable: Yes / No	Charge Rate:	Total Cost:
	Date:	Date:		£ per hour Deposit:	