



## Lettings Policy

**Reviewed and Approved by Business and Premises Committee**

**On: 13 March 2018**

**To be Reviewed and Ratified at the St Edward's Full Governing Body**

**On: 26 April 2018**

**Next review date: Spring 2021**

**Member of SLT responsible: Mrs M Lane**

## **1.0 Rationale**

The governors have agreed to supplement the budget by encouraging the letting of the school premises where possible, provided that any letting is not detrimental to the school or its pupils.

## **2.0 Principles**

- 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 or where the impact is detrimental to the school or pupils.
- Lettings after 10:30pm will not generally be permitted without the Site Manager and Business Managers consent.
- Hirers must comply with the regulations set out on the booking form and available on the school web site
- Hirers must be aged over eighteen.
- Hirers must secure insurance cover for the letting, including for public liability.
- 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.
- The school playing fields will not be let unless in a suitable condition to be used. Hirers will be notified as soon as possible should weather conditions restrict use of fields.
- Details of current lettings charges are available in the lettings brochure which can be obtained from the school website and the bookings leaflet.
- Electrical items brought onto the school site must be PAT tested in advance with proof of testing or the school can arrange for the test to be carried out prior to use on the school premises. There is a charge for this service.
- Hirers must not compromise the security of the site or facilities when entering or leaving the premises. They must adhere to the external "Conditions of Hire" regarding site keys. (Appendix 1.0 item 11)

## **3.0 Charges**

- All charges will be subject to periodic review by the governing body.
- The calculation of charges will include consideration of all costs including heat, light sewerage, water and the presence of site management team.
- Other charges are agreed by the governing body and may include an element for surplus above actual costs.
- A 10% deposit will normally be required when lettings are booked, with full payment at the time of hire. Where the school cancels a booking, a full refund will be made or suitable alternative such as a free session agreed.
- The school may also require a refundable deposit against damage to the building and its contents, any damage caused or cleaning required will be deducted from this amount and the remainder returned to the hirer. Deposits against damage will be levied on an individual event basis at the discretion of the school.

- A discount may be applied to the standard hire charge for community groups and groups linked to the various churches in the area or for a regular hirer; however no booking is to be made where the school suffers financial loss.
- Current VAT legislation requires the school to charge standard rate VAT on any sports bookings. However, there are exemptions to this for **some** regular sports bookings with duration of 10 or more sessions. Other types of bookings in a Sports facility are exempt from VAT. **All prices quoted in our brochures are exclusive of VAT**

#### **4.0 Applications**

- The hirer will be required to submit details of the premises and services required by completing the School Booking Form (Appendix 2.0) reference LetBF18.01 .
- The application is considered by the School Business Manager or staff delegated to deputise on their behalf.
- The hirer is sent confirmation of the proposed booking together with an invoice for the deposit for formal acceptance of the terms of booking.
- Bookings will only be confirmed on receipt of the signed booking form.
- An invoice will normally be issued 2 weeks prior to the letting and must be paid in advance wherever possible. Regular clients will receive some discretion.

#### **5.0 Capacity**

- The number of people permitted to attend an event will depend on the nature of the activity. This guidance reflects that given by Fire Prevention Officers for halls used for assembly functions.

#### **6.0 CCTV Monitoring**

- CCTV pictures are recorded 24 hours per day and all year round. Those using the site are to be made aware of these recordings.
- Signs advising of the CCTV are displayed in locations around the site
- Images of external organisations are only to be used for the prevention of crime including damage to property, people, theft and vandalism. They will only passed to third party organisations for prevention of crime purposes.

#### **7:0 Premises Security**

- At the discretion of the school, bookings may be taken outside site staff working hours. Hirers will be given keys to access buildings, any keys must be signed for and hirers must keep these keys secure at all times, they may not be copied or passed to third parties without written permission by the school and can only be used for the purposes given.
- All buildings must be locked securely and alarms will be set either by school staff or a contracted security operative.

## **Appendix 1.0: Conditions of Hire**

### **CONDITIONS FOR THE HIRER OF EDUCATIONAL ESTABLISHMENTS**

The hirer shall be the person making the application for a letting and such person will be responsible for payment of all fees or other sums due in respect of the letting to the Hirer and for the observance of regulations imposed by St Edward's School.

#### **DAMAGE, LOSS OR INJURY**

1. The Hirer shall effect Third Party (Public Liability) insurance with a minimum indemnity limit of five million pounds for any one occurrence to cover its legal liabilities for accidents resulting in injuries to persons including participation in the hiring activity and/or loss of or damage to property, including the hired premises, arising out of the letting of the premises. A copy of this document to be returned with the booking form.

#### **PROTECTION OF PREMISES AND MOVEABLE PROPERTY**

2. Furniture and fitting shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating the driving of nails or screws into fixtures forming part of the school fabric will be permitted. In the event of any damage to premises or property the Authority shall make it good and the Hirer shall pay the cost of such reparations.

#### **PUBLIC SAFETY**

3. (i) 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.  
(ii) The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct

#### **COPYRIGHT OR PERFORMING RIGHTS**

4. The Hirer shall not, during the occupancy of the premises, infringe any existing copyright or performing right, and shall indemnify Borough of Poole against all sums of monies which the Council may have to pay by reason of an infringement of copyright or performing rights occurring during the period of hire covered by this agreement.

#### **SUB-LETTING**

5. The Hirer shall not sub-let to another person.

#### **INTOXICATING LIQUOR**

6. No intoxicants shall be brought onto or consumed on the premises without the prior approval of the Governing Body and unless a license you do so has been obtained

#### **SMOKING**

7. Smoking is not permitted on the premises

#### **DANCING**

8. Use of materials for preparing floors for dancing is prohibited

#### **VACATION OF PREMISES**

9. The Hirer shall ensure that premises are vacated promptly at the end of the letting

#### **CANCELLATIONS**

10. Lettings may be cancelled by either party, providing that in each circumstances at least 28 days' notice is given

**COLLECTION AND RETURN OF KEYS**

- 11 If keys are issued for access to the building, it is the hirer's responsibility to ensure they are kept securely at all times, only used for the purpose issued and must not be copied or passed on to third parties without the written consent of the school.

**DBS CHECKS**

- 12 If there are children under the age of 18 attending then the school requires to see a copy of a current DBS certificate of a person in charge.



## Appendix 2.0 Booking Form

### BOOKING FORM FOR USE OF EDUCATIONAL PREMISES

Name of Hirer		Organisation	
Address		Telephone Contact	
		Email address	
Date of Request		Booking Reference	

Permission is granted subject to the conditions and charges set by St Edward's RC/CE VA School for the use of accommodation and other facilities as follows:

Date of Letting	Start time	End time	Facilities Hired	Amount £	VAT £	Total £

#### CCTV Monitoring

CCTV pictures are recorded 24 hours per day and all year round. Those using the site are to be made aware of these recordings.

Signs advising of the CCTV are displayed in locations around the site

Images of external organisations are only to be used for the prevention of crime including damage to property, people, theft and vandalism. They will only passed to third party organisations for prevention of crime purpose

**DECLARATION TO BE COMPLETED BY THE HIRER**

I/We\* being the duly appointed agent of .....

Agree to abide by the conditions and regulations stated overleaf and do hereby agree to indemnify St Edward's School against any liability whatsoever which may arise out of the letting of the premises to me/us\*. I/We\* also confirm that the appropriate insurance has been effected in accordance with the conditions overleaf.

\* Delete as applicable

Signed ..... Date .....

NOTE: Persons signing this declaration must be 18 years of age or over.

**PAYMENTS**

For a single booking, a signed copy of this agreement together with a copy of hirer's insurance should be returned to St Edward's School as a confirmation of the booking. Payment must be received prior to booking unless specifically agreed with the School Business manager in advance.

Payment for a series of bookings will be invoiced at the end of each month unless specifically agreed with the School Business manager in advance.

**Please make cheques payable to St Edward's School.**

<b>BACs detail</b>	Sort Order	20 68 95
	Account	50821934
<b>VAT number</b>	187133062	