



LETTINGS POLICY

INTRODUCTION

The School recognises that its premises are a valuable resource within the community and as such welcomes the opportunity to enable other users to benefit from them when they can do so. The Governing Body regards the School buildings and grounds as a community asset and will make every effort to enable them to be available for the delivery of extended services including community use. The Governing Body welcome the opportunity to work with partner organisations in extending the range of opportunities to help children and young people achieve their full potential by engaging with services meeting the wider needs of children, young people, families and the local community.

The purpose of this policy is to:

- provide clear guidance on lettings and the hire of School premises
- enable safe access to the School site and premises
- promote the use of School facilities by the wider community
- safeguard the interests of St Olave's Grammar School to ensure that the out of hours use of the School site is not subsidised by the School budget and is sustainable.

OUR AIMS

By letting our premises, we intend to:

- raise money to support the activities of the School
- ensure that the educational use of the building is prioritised without prohibiting other users
- maximise the use of the School for the benefit of the community

DEFINITION OF A LETTING

A letting may be defined as "any use of the School buildings and grounds by parties other than the School". A letting must not interfere with the activities of the School.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of pupils supervised by School staff, fall within the business of the School. Costs arising from these uses are therefore a legitimate charge against the School's delegated budget and do not require a letting agreement.

BOOKING PROCEDURE

Organisations, groups and individuals seeking to hire the School premises should initially email their requirements to lettings@saintolaves.net giving a brief description of event, facilities required and date/time of event. The following procedure should then be followed.

- initial request is considered by the Fundraising and Development Manager (FDM).
- FDM to check lettings diary for availability of the premises in conjunction with Assistant Headteacher with responsibility for logistics and Premises Manager
- FDM to co-ordinate a site visit, if applicable
- inform the site team and ensure that a suitable key holder is available on the date to open and close the premises (contact details of key-holder to be provided in advance to Hirer)

- once let is accepted internally, the FDM will forward a new lettings application (appendix 2) for completion together with a costing for let.
- by signing the application form, the person signing is acknowledging and agreeing to adhere to all aspects and conditions of our School's letting policy. The person signing the application form (then known as "the Hirer") is responsible for all aspects of the let.
- Hirer to ensure insurance requirements are fully met
- the shared lettings calendar will be updated and will be available to view by key staff
- FDM to ensure school calendar reflects new letting
- FDM to review applications for lets and ensure all relevant parties are informed and arrangements discussed
- following the booking, an invoice for the charges will be forwarded. Charges shall be due and payable 7 days before the date of the hire. If an on-going let, payment should be made a term in advance. If the charges are not paid, the letting may be deemed as void and the premises re-let.
- If there is found to be any damage after the letting, then a further charge may be made.

The FDM will decide on the application with consideration to:

- Interference of school activities
- The priority for lettings agreed by the governing body;
- The availability of the facilities and staff;
- The school's equal opportunities, health and safety and child protection policies;
- The health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.
- If the Head teacher has any concern about whether a request for a letting is appropriate or not, they will consult with the Premises Committee.

Issuing a lettings contract/Conditions of hire

Once a letting has been approved, a letter of confirmation will be sent to the hirer enclosing a copy of the Conditions of Hire. The school must be in receipt of a copy of the Conditions of Hire signed by the hirer before a letting takes place.

The governors have adopted the Hire Agreement; Conditions of Hire which are attached at Appendix 3. All formal hiring of the school's premises, including those for which no charge is made, shall be properly documented. All hirers must complete a hire agreement and will receive a copy. The hire agreement is a contract which the governors may legally enforce. No member of staff can vary the Conditions of Hire nor to deviate from the published charging policy without the prior consent of the governors.

CHARGES FOR A LETTING

The Governing Body is responsible for agreeing charges for a letting on the School. A charge will be levied which includes but is not limited to the following:

- Cost of services (e.g. heating & lighting etc)
- Cost of staffing (e.g. security, caretaking & cleaning etc)
- Cost of "wear and tear"
- Cost of administration
- Cost for use of School equipment (if applicable)

Non-profit making organisations and institutions which work very closely with the School and whose activities are likely to support the students of the School may be charged at a discounted rate. Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared.

The Parents' Association shall use the premises free of charge, however a letting application form must be completed. Should the event incur additional staffing costs, the PA may be asked to contribute to these.

For the purpose of charging, the Headteacher and School Business Manager are empowered to determine to which group any individual or organization belongs. The scale of charges is attached at Appendix 1 to this policy and will be reviewed annually by the governing body for implementation from the beginning of the next financial year.

MINIMUM CHARGES

The minimum hire period will be 1 hour, unless otherwise stated on the 'Charges for Lettings Schedule'.

DISCOUNTS

The Headteacher and School Business Manager may offer discounts or agree a subsidy for any lettings, as they deem appropriate.

VAT

The school is constrained by law to apply value added tax to all transactions where this is appropriate. The letting of rooms for non-sporting activities is exempt of VAT, sports letting are subject to VAT. Where an extra and separate charge is made for the hire of equipment, VAT is due on that charge at the standard rate. The school will record the VAT element of any income.

DEPOSITS

The school reserves the right to require a deposit over and above the hiring charge as financial security against damage to the premises (including any equipment) or the premises being left in an unacceptable condition incurring additional cost for cleaning, caretaking or other expenses.

CANCELLATIONS

The school will seek to recover any cost incurred by the school which is unavoidable and result directly from the cancellation of a letting. Details of the cancellation charges are show in the scale of charges in Appendix 1.

MANAGEMENT AND ADMINISTRATION OF LETTINGS

The governing body has delegated day-to-day responsibility for lettings to the Headteacher. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

An annual report on lettings will be made to the governing body and will include information on users, finances, incidents and accidents, enquiries and any lettings refused.

PAYMENTS

The person applying to hire the premises will be invoiced for the cost of the letting in accordance with the School's current scale of charges. Payment must be received by School 7 days prior to the date of the letting taking place. Should the letting be an on-going booking, payment will be due a term in advance. Failure to do so will mean that no further use of the premises can be made until such costs are paid in full. Any amendments to this condition must be agreed in writing with the School Business Manager and Hirer.

All letting fees which are received by the School will be paid into the school's main bank account as a letting income.

SECURITY

The head teacher has delegated authority to determine the security risk for each letting and will be responsible for allocating a continuous security presence or other control measure. The school's child protection policy and procedures must be consulted and followed when dealing with external organisations that work with children or young people

COMPLAINTS

If the School has a concern about a let, the FDM will raise the concern with the Hirer. If the matter remains unresolved the Hirer will receive written notice of termination of the booking agreement.

If the Hirer has a concern, they should talk to the FDM. If the concern is still unresolved, they should follow the School's complaints procedure

Complaints by a third party about a letting should be forwarded to the Hirer. If the Hirer does not have their own complaints procedure, the school will investigate the complaint using its own procedure.

PURPOSE OF USE

The premises must only be used for the purpose for which they are hired, and the Hirer shall not assign the whole or any part of the benefit of this agreement nor may the premises be used for a longer period than that specified at the time of hiring. No interference is to be made with School property/equipment/premises which do not form part of the letting.

As a rule, the School will not be used for the holding of a private party unless with express permission of the Headteacher.

EQUIPMENT/PERFORMANCE

- No person shall use any stage lighting or other specialist electrical equipment without the prior permission of the School.
- No person shall use any specialist equipment without the prior permission of the School.
- Electrical appliances brought on site are to be safe and carry a current safety test certificate/label as required by law. The intention to use own electrical equipment must be notified on the Letting application form.
- Intoxicants or hazardous chemicals are not to be brought onto the premises without prior written authority.
- No lecture, play, opera, dramatic or musical or other work in which a copyright subsists shall be delivered or performed on the premises unless the consent of the owner of the copyright has been previously obtained by the Hirer and all necessary fees paid.
- Office equipment, such as telephones and photocopiers should not be used without prior agreement with School

Appendix 2 – LETTINGS APPLICATION FORM

(Please use BLOCK CAPITALS)

Name of Hirer (person, body, association, limited company)	
Address of Hirer	
Contact Number(s)	
Email Address	

Purpose of hire						
Attendees	Total No.		No. Adults		No. Children	
Single Booking	Date of Booking		Start Time		End Time	
Block Booking	Frequency/days					
	Start Date				Start Time	
	End Date				End Time	
<i>Booking times must allow enough time for preparation and clearing away before and after the event.</i>						

Facility Required (please list as required)	
Equipment/ Extras Required	
Other arrangements	
<i>The School does not provide any warranty that the Premises, facilities and equipment provided are suitable for the intended purpose of the hire. The Hirer is required to satisfy themselves that their requirements are met, and the facilities are fit for purpose.</i>	

Will refreshments be served?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Will alcohol be consumed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, will alcohol be served or sold?	<input type="checkbox"/> Served	<input type="checkbox"/> Sold

If permitted by the School, the relevant licence must be obtained for all events that will involve the sale of alcohol, gambling and public entertainment.

I have read and accept the terms and conditions of Hire and I confirm that I am over the age of 18.

Signed (Hirer):

Full Name:

Date:

You will be sent confirmation of whether this application has been accepted or rejected by post or email. No letting will be regarded as booked until the deposit and booking fee is received in full, the Hire Agreement has been signed by the Hirer and the School and a booking confirmation letter has been received by the hirer.

Please return this form to:

(School use only)

This application for letting is: ACCEPTED/REJECTED

Signed:

Position:

Date:

Evidence of own insurance cover supplied and approved

Yes

No

Does the letting involve working with children/young people

Yes

No

If yes, has the School followed their safeguarding procedures

Yes

No

If no, include in Schools insurance cover

Yes

No

Appendix 3 – HIRE AGREEMENT; CONDITIONS OF HIRE

The Governing Body of Saint Olave’s Grammar School, Goddington Lane, Orpington, BR6 9SH (the “School”) permits the hiring of facilities within the School (“the Premises” as set out below) on the Conditions of Hire and Lettings Application Form attached and the following particulars apply:

Name of Hirer	
Address of Hirer	
Premises to be hired	
Hire Period	From [date and time]: To [date and time]:
Hire Fee	
Deposit	
Permitted Use	
Equipment provided	
School Emergency Contact	
Any other information or arrangements	

Signed on behalf of the School:.....

The Hirer confirms that they have read and understood these Conditions of Hire and agrees to be bound by such terms and conditions from the commencement of this agreement.

Print Name:.....

Signed on behalf of the Hirer:..... Date:

By signing, the Hirer agrees to the school’s lettings policy and the following conditions of hire:

Conditions of Hire

LICENCE AGREEMENT TERMS AND CONDITIONS

1. LICENCE FEE

The Licence Fee is payable prior to the hire. One off events are payable 7 days prior to the date of the event. On-going lettings are payable a term in advance.

2. USE AND ACCESS

The School permits the Hirer to access and use the Premises on the times specified for the Permitted Use only. It is the Hirer's responsibility to ensure that all those attending the Premises are made aware that they do so entirely at their own risk. The Hirer is responsible for carrying out a risk assessment and the School may require the Hirer to provide a copy of this assessment to the FDM. The Hirer shall not use the Premises for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the School or any other occupiers within the Building or any owner or occupier of neighbouring property. There will be no access to the premises prior to the commencement of the period (unless agreed prior to event) Hirers must allow sufficient time for preparation before (and clearing away after) the event when booking the let time. Hirers must have left the premises by the end of the booked period. The School will charge for the extra costs incurred for any delay.

The School retains the right to access the Premises at all times during the Licence Period.

The Premises and the Let Areas remain in the School's legal possession notwithstanding the Hirer's occupation thereof during the Let Period and that such occupation shall not be deemed to constitute or create any lease tenancy or agreement for the same.

It is the responsibility of the Hirer, on behalf of the recognised organisation, to obtain any necessary license for the sale/consumption of intoxicating liquor.

The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct.

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.

Subject to availability, the Hirer and other adults/visitors involved/attending the letting may use the School car park facilities. Neither the School nor the Local Authority will accept any responsibility in terms of damage, theft or loss of any vehicle left in the car park during the hire period.

Sub- letting or sharing of premises is prohibited.

3. CANCELLATION

The terms and conditions of the letting should require at least one week's notice of the cancellation or alteration for one off bookings (24 hours' notice for regular bookings). If such notice is not received in writing the lettings fee continues to be payable and will be charged to the Hirer. The School reserves the right to cancel any letting at short notice should circumstances dictate.

4. CONDITION AND DAMAGE

The Hirer will keep the Premises in a clean and tidy condition when in occupation (both indoors and outside). The Premises must be left in the same condition as before the hire commenced and each party will agree to the condition prior to the hire. Sufficient time must be included to allow for clearing away and for all participants to leave the premises by the end of the booked period.

The Hirer accepts full responsibility for any damage to or theft of the School's property during the period for which the premises are hired.

The Hirer must ensure that a responsible person will be present on the premises at all times during the period of the letting.

Any additional cleaning undertaken by the School will be charged to the Hirer at the appropriate rate.

The School does not accept liability for loss or damage to property brought onto the Premises by or on behalf of the Hirer or any of its servants, agents or invitees, however caused.

5. PUBLIC LIABILITY INSURANCE

Where the Hirer is an organisation or company, they shall affect 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 participants in the hiring activity, and/or loss of or damage to property

including the hired premises, arising out of the hiring of educational premises. A copy of the hirers public liability insurance will be kept by the School and supplied at the time of submitting the new letting application.

The School will not be responsible for any injury to persons or damage arising out of the hiring of the premises unless such injury or damage results from the negligence or breach of statutory duty on the part of the School.

6. INDEMNITY

The Hirer shall keep the School indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value of Premises and loss of amenity of the Premises) arising out of the use of the Premises by the Hirer or from any breach of any of the terms and conditions of this Licence by the Hirer, or any act or omission of the Hirer, or any other person on the Premises with the actual or implied authority of any of them.

7. COMPLIANCE WITH HEALTH AND SAFETY, STATUTE AND REGULATIONS

The Hirer must comply with all laws relating to the Premises and the occupation and use of the Premises by the School, including but not limited to Health and Safety legislation.

The Hirer accepts that they should familiarise themselves with relevant health and safety information.

Any organisation submitting a lettings request involving working with children and/or young people must submit to the School evidence that appropriate policies and procedures are in place with regard to safeguarding children and child protection and provide evidence to the School of criminal record check (DBS) relating to all staff and others working closely with children.

Lettings will not be made to persons under the age of 18, or to any organisation or group or individual with an unlawful or extremist background. The School reserves the absolute right and discretion to refuse any letting without explanation.

The Hirer must ensure they are aware of the fire exits and the evacuation procedure on hearing an alarm.

The whole of the School premises is a non-smoking area, and smoking is not permitted within School buildings or on School grounds at any time.

Any dangerous incident, injury or damage to any School property is to be reported to the Site Officer without delay.

The School may stipulate a maximum number of persons to be admitted. The Hirer must ensure that attendees do not exceed the stipulated figure at any time during the hiring. 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.

There is no legal requirement for the School to provide first aid facilities for the Hirer. It is suggested that the Hirer makes its own arrangements. Use of the School's resources is not available. It is the Hirer's responsibility to make their own arrangements, which may include the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. It is recommended that the hirer has access to a mobile phone at all times throughout the letting to cover any emergency event.

8. TERMINATION

Should the Hirer be in breach of the terms and conditions of this Licence at any time then this Licence can be terminated immediately upon notice by the Licensor to the Hirer and no Licence Fee or part thereof will be refundable.

The Hirer can terminate this agreement upon one weeks' notice to the School whereupon this Licence shall cease.

Any termination of this Licence shall be without prejudice to the rights of any party against the other in respect of any antecedent breach of the terms and conditions.

9. FORCE MAJEURE

The School shall not be liable for any loss or damage which the Hirer suffers as a direct or indirect result of the performance of this Licence being prevented hindered or delayed by reason of any act of God, riot, strike or lockout

trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, difficulty in obtaining workmen's materials or transport, electrical power failures or other circumstances whatsoever outside its control and which affect the provision by the School of access to or use of the space.

10. DECLARATION OF INTEREST

Any members of School staff or governors having connection with a letting must formally declare this. Declarations should be formally minuted at the appropriate meeting.

OTHER TERMS & CONDITIONS OF BOOKING

- No person under the age of 16 years is permitted on the premises without adequate adult care and supervision.
- The School must approve all advertising and posters concerning the use of the Premises.
- No advertising shall be permitted on the School site without prior written consent of the FDM.
- Furniture, including chairs, must not be removed from the School premises nor for use either on the playing fields or playground or in any other building outside the School unless prior permission has been applied for and granted by the Premises Manager.
- It is the responsibility of the Hirer to ensure the accommodation/facilities required are suitable for the needs of all users to comply with Disability Equality School.
- The authorised hirer is responsible for those attending the function and in particular for leaving the site in a quiet and orderly fashion by the time stated in the booking agreement. Following the hire end time, any additional time previously unagreed will be charged at double the hourly rate.
- The Hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles. Should the hirer need to call the emergency services during a let the duty Site Officer must be informed.
- The Hirer is responsible for the protection of the premises from damage, for the good behaviour of all associated users, and ensuring that alcoholic drinks, where permitted, are consumed in moderation when brought onto the premises for a function.
- Only adults preparing food are permitted access to the kitchen, where an agreement has been made. Kitchen regulations must be adhered to at all times.
- The Hirer should remove all chairs or other furniture, decorations and any other materials introduced into the premises, within an agreed reasonable time after the period of hire. If this is not done, the School will be entitled to remove and dispose of such items and the Hirer will pay the cost of removal. 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.
- The Hirer, on arrival, should report any damage, litter or disorder immediately to the Site Officer on duty.
- Regular hirers are assumed to attend each week and must notify the School of any absence without delay by contacting the School. A charge is levied whether or not the facility is used.
- The School prohibits the use of fireworks.
- No candles are permitted on site.
- In the case of any breakdown or failure of the supply of gas, water or electricity, fire, leakage of water or any accident or occurrence whatsoever rendering necessary the temporary closing of this facility or any interruption due to any repairs etc, the Hirer agrees the School shall not be liable for any loss or claims arising from such closure.