



# St Mary's Hampton

## Church of England Primary School

*Learning, belonging and growing together,  
In mind, body and spirit,  
With Jesus by our side.*

## LETTINGS POLICY

Review Frequency: Annual  
Next Review: Autumn 2018  
Review Committee: Resources  
Agreed: 12<sup>th</sup> March 2018

A handwritten signature in blue ink, appearing to read 'M. White', is written above the text.

Signed:

**(Headteacher)**

A handwritten signature in black ink, appearing to read 'Anna Price', is written above the text.

Signed:

**(Chair, Resources Committee)**

## CONTENTS

1.	Introduction .....	3
2.	Overview .....	3
3.	Key Booking principles .....	4
4.	Responsibilities .....	4
A.	Responsibilities of the School .....	4
B.	Responsibilities of the Hirer/Service Provider .....	4
5.	Terms and Conditions of Hire and Use .....	5
6.	Cancellation .....	7
A.	Cancellation by the hirer .....	7
B.	Cancellation by the school .....	7
7.	Administration of Lettings .....	8
8.	Complaints Procedure .....	9
9.	Review of Policy .....	10
	Application for the Use or Hire of School Premises .....	11
	Facilities/Accommodation Required .....	12
	TABLE OF CHARGES .....	13
	Lettings checklist for hirer .....	15

## LETTINGS POLICY

### 1. INTRODUCTION

The Governing Board of St Mary's Hampton believes that education of children is the prime purpose of the school, and that a school is a community connecting children, parents, residents and friends. Good education will be embedded in this wider network.

As a Church School we have a particular vocation to share what we have: to love our neighbour and to serve the good of the wider community.

As such, it is the desire of the Governing Board that these facilities are made available to local groups.

The Governing Board recognises and supports the following principles:

- the school premises represent a significant capital investment by the Borough, Government and the Church and should be fully utilised;
- the school premises are a valuable resource for the neighbourhood;

### 2. OVERVIEW

This document details the policy and procedures relating to lettings, the available facilities and the roles/responsibilities of both the Governing Board and users of school facilities. It also sets out the current scale of charges.

At all times, the use of the school premises outside the school day is under the control of the Governing Board (Education Act 1986 - Section 42, No.2). The administration is undertaken by the Office Manager. Please see table of Charges below.

Having regard to our duty under the Race Relations Act 1976 (but without prejudice to our duties under the Representation of the People Act 1983), the Governing Board will not let the school premises to organisations whose purpose is, amongst other things, to encourage racial discrimination and/or disharmony between persons of different racial groups, or are otherwise involved in activities prejudicial to good race relations.

The final decisions on compliance lies with the Governing Board.

### 3. KEY BOOKING PRINCIPLES

1. Generally, bookings will finish by 22:00 with everyone off-site by 22:30;
2. Monday to Friday: school facilities may be let for community use for extra-curricular sports, recreation and teaching purposes, for wrap-around care during term time and for holiday clubs.
3. In deciding whether or not to let the premises, the school will consider the likelihood of any damage or nuisance which may be caused or arise at any time as a result of the letting.
4. Lettings are to be alcohol-free and there is to be no smoking in the buildings or in the grounds;<sup>1</sup>

### 4. RESPONSIBILITIES

The responsibilities of the school and the hirer on entering into a letting agreement are laid out below:

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#### A. RESPONSIBILITIES OF THE SCHOOL

The School will:

- i. identify an appropriate room(s), ensuring that it is open and ready for use at the beginning of the session;
- ii. agree a system to facilitate communication with premises staff, if and when needed;
- iii. report to Office Manager to inform them with a breakdown of the type of activities, where requested;
- iv. provide access to appropriate whole-school policies including Health and Safety, Child Protection, Accident/Incident Reporting; Equal Opportunities and Safeguarding;
- v. and consider all applications assessing them against principles of this policy.

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#### B. RESPONSIBILITIES OF THE HIRER/SERVICE PROVIDER

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#### ACTIVITIES

- i. Suitable and sufficient risk assessments must be undertaken for each activity, and submitted on request of the Office Manager. All participants must be adequately supervised during the session.
- ii. Children and young people (Under 18) must never be left unattended.
- iii. Staff and participants should be fully aware of fire-drill procedures and any other safety arrangements.
- iv. Children and young people's service providers shall maintain relevant records including a register of attendance and a record of activities per session.

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<sup>1</sup> If the facilities are let by the PTFA then alcoholic drinks (wine /beer) may be served by the organisers. The PTFA must ensure they comply with current licensing laws.

This exemption is subject to annual review. Alcohol can only be served with the Headteacher's permission, and a decision will be made on an event-by-event basis. Serving of alcohol at events where children are present will be closely monitored and the right to refuse serving is reserved by the organisers of each event. The school reserves the right to stop the serving of alcohol at any time. If permission has been given for alcohol to be served at an event – any residual/unused alcohol must be removed from the premises before the next school day.

- v. The hirer is required to hold details of emergency contacts and medical needs for each participant where parental responsibility is being assumed by the hirer.
- vi. Premises should be left clean and tidy and in the condition in which they are provided.

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## STAFFING

- i. Staff must be suitably qualified and experienced, and have undergone *Disclosure and Barring* checks where necessary.

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## PASTORAL ISSUES IN RELATION TO CHILDREN

- i. The hirer should, if conducting activities with children or vulnerable adults, have a safeguarding policy. This policy must be made available to the Office Manager on request. Where there is a safeguarding policy it must:
  - a. Identify a Designated Safeguarding person
  - b. Advise volunteers on recognising abuse and good practice on reporting and recording suspected abuse
  - c. Set out good practice on dealing with child disclosures, including not offering guaranteed or unconditional confidentiality
  - d. Identify who should be informed if someone become aware of an issue which concerns a child's safety or wellbeing. This may be the Local Authority Initial Response Team.
  - e. If a child is in immediate danger the police should be contacted through 999

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## INSURANCE

A hirer is responsible for indemnifying the school against injury to its staff and participants, and loss and/or damage to any property occurring as a result of the hire. Insurance policy documents are to be submitted to the Headteacher when requested.

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## ENVIRONMENT

St Marys' Hampton School wishes to have good relations with its neighbours. All hirers and visitors are required to have due regard to the entitlement of neighbours to the enjoyment of privacy and quiet.

## 5. TERMS AND CONDITIONS OF HIRE AND USE

1. **Acceptance:** By completing and signing the application form, the hirer:
  - accepts and agrees to adhere to all aspects of this lettings policy, including these terms and conditions
  - accepts the responsibilities of the hirer as laid out above on behalf of their organisation or event
  - accepts responsibility for ensuring that all attendees comply with all the terms and conditions contained within this policy
2. **Care of children:** All children will be supervised at all times by their carers, except where children are attending an organised group or care scheme. Where the latter applies, the group/care scheme will adhere to the regulations set out in the Children Act 1989, including those of the relevant registering board.
3. **Licences:** Where necessary, the conditions of any licences required for public dancing, entertainment, or music, must be strictly adhered to. It is the duty and responsibility of the hirer to ensure they understand, apply for, and are able to comply with all such regulations and requirements, including licences for music and dancing.

4. **Damage:** The hirer shall indemnify and keep indemnified the school and the Governing Board against all losses and damages arising as a result of the letting of the premises. The hirer will pay the full cost of repair or replacement of any fixtures or fittings that become unserviceable or unsuitable for use through damage caused by any person attending the function, whether deliberate or otherwise.
5. **Property:** All property brought onto the premises is done so at the sole risk of the owner of that property. Neither the school nor the Governing Board will accept responsibility for any loss of or damage to any property owned by any person or organisation using the premises. Security arrangements are the responsibility of the hirer.
6. **Injury or loss:** It is the responsibility of the hirer to inform the Governing Board, in writing and within 24 hours, of any person or persons sustaining injury or loss on the premises during the letting.
7. **Alcoholic drinks:** No alcoholic drinks may be consumed or brought onto the premises.
8. **Copyright:** The hirer shall indemnify and keep indemnified the school and the Governing Board against any breach or infringement of copyright, in relation to the performance of material or delivery of any work in which a copyright exists.
9. **Display Touch Screens and Projector:** in any classroom are not to be used without permission from the Headteacher in advance.
10. **Right of access:** The School and the Governing Board reserve all rights of access.
11. **Advertising:** Advertising for any event on school premises may only take place with the prior permission of the Headteacher.
12. **Alterations:** No alterations to the premises may be undertaken without the prior written permission of the Headteacher. Any authorised alterations must comply with all Health and Safety Regulations and must be removed at the expense of the hirer. The preparation and dismantling of any alteration must be done outside of school hours.
13. **Furniture:** The hirer, under the direction of the Site Manager, must undertake any movement of furniture. No furniture or apparatus is to be used without prior written permission.
14. **Fire Extinguishers:** it is the responsibility of the hirer to ensure all fire extinguishers remain on site. If there have been any accidental discharged the School must be informed.
15. **End of let:** All lettings must end at the designated time and the school premises vacated at the end of the let. All music and/or other noise must cease promptly at the end of the period of the letting.
16. **Health and safety:** The hirer will comply with all Health and Safety requirements mandated by the school or other official board.
17. **Public liability insurance:** The hirer must take out Public Liability Insurance cover where necessary.
18. **Behaviour:** The hirer is responsible for the behaviour of all persons organising or attending the function and, in particular, for leaving the site in a quiet and orderly fashion and by the time stated in the letting agreement. The hirer shall be liable for any costs incurred by St Marys Hampton School, or any third party, resulting from any actions of any person organising or attending the function.
19. **Contact:** A named contact person must be made known to the Site Manager at the start of the event.
20. **Maximum numbers attending:** Health and Safety considerations cause restrictions to number of people who can be accommodated in the school hall, where there are more than 80 people at a function a risk assessment must be submitted to the Office Manager 2 weeks before the event.

21. **Smoking:** Smoking is not permitted within any of the school buildings and grounds, in accordance with the Statutory Instrument 2006 No. 3368 The Smoke-Free (Premises and Enforcement) Regulations 2006, which came into force in England 1st July 2007.
22. **Car parking:** Parking is limited (c 10 cars). The hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles.
23. **Kitchen:** With the exception of school-approved catering providers, hirers may not use the kitchen facilities. There are kitchenette facilities available for hot drinks and simple food preparation and serving.
24. **Additional costs:** It is the responsibility of the hirer to ensure that the premises are left clean and tidy, in the same condition in which they were found. This includes all outside areas as well as indoor areas. The hirer will be liable for any costs incurred by the school for cleaning, caretaking or other expenses, as a result of the premises not being satisfactorily cleared after the letting.
25. **Access for school staff:** The Governing Board reserves the right to appoint a representative to attend any letting and monitor the use of the schools facilities. The hirer shall allow any member of the school staff, or other representative appointed by the Governing Board, to be admitted to any function to ensure compliance with the conditions of the letting.
26. **Pets:** No animals shall be permitted on school premises, except registered guide dogs.
27. **Site management:** Weekend lettings can only be accepted when the Site Manager is prepared to undertake the additional duty, or the hirer has been trained to perform the responsible person role.
28. **Contravention of terms and conditions:** If any one of the above terms and conditions is contravened, the Governing Board reserves the right to cancel this and/or future lettings, with no compensation or refund.

## 6. CANCELLATION

### A. CANCELLATION BY THE HIRER

The Office Manager must be notified in writing of any cancellation. Where notification has been received at least 4 weeks prior to the date of the letting, the hirer will be entitled to a full refund. An administration charge of £20.00 will be payable.

Where notification has been received between 2 and 4 weeks prior to the date of the letting, the hirer will be entitled to a 50% refund only.

Where notification of cancellation is received less than 2 weeks prior to the date of the letting, no refund will be given.

### B. CANCELLATION BY THE SCHOOL

- The Governing Board reserves the right to cancel any letting, whether confirmed or not, without prior notice and without compensation or refund, if:
  - it suspects that any of the terms and conditions of hire or use have been broken by the hirer, or any person organising any function or event
  - any condition of this policy or those printed on the application form have been broken or are likely to be broken, by any person attending any function or event, or connected with the function or event in anyway
  - any breach of licensing conditions occurs
- The Governing Board also reserves the right to cancel any letting if:
  - the premises are required by anybody or person having a statutory right to use them
  - the school is closed or becomes closed

In the event of cancellation by the school, for the reasons defined in point 2 above, any fees paid in respect of the letting will be refunded. The Governing Board will endeavour to notify the hirer at the earliest possible opportunity; however; no guaranteed period of notice can be offered. Regardless of when notification is given to the hirer, the hirer will not be entitled to any compensation.

Where the hirer makes a permanent cancellation during the course of a letting agreement, the Governing Board reserves the right to determine whether any refund should be offered and the amount thereof. No compensation will be available.

## 7. ADMINISTRATION OF LETTINGS

The Governing Board has delegated the authority to accept applications for hire to the Head Teacher.

1. **Application:** All formal hiring of the schools premises, including those for which no charge is made, must be properly documented. Thus, applications for lettings will only be considered on presentation to the school office of a completed application form. Note that a receipt of a completed application form does not guarantee that a letting will be accepted. In addition, all hirers will receive a copy of the conditions of hire and a hire agreement. The hire agreement is a contract, which is governed by the Laws of England and Wales.
2. **Confirmation:** Where the application for a letting is accepted, the hirer will be sent a Confirmation of Booking and an invoice, to cover the letting fee and any returnable deposit required.
3. **Fees:** Letting charges will be set at a level to ensure that the income taken covers the costs of lighting, heating, staffing, waste disposal charges, cleaning, etc., of the activity.
4. **Alteration of arrangements:** Any request for amendments to the letting must take place at least 14 days prior to the date of the letting. Where amendments are agreed, an additional administration charge of £2.00 will be payable. The hirer must not presume that any amendment will be automatically agreed. Confirmation of any amendments will be sent to the hirer in writing.
5. **School Use:** St Mary's Hampton School will be exempt from any charge made in respect of fundraising activities, or social events benefiting pupils and/or their families. PTA and in-school events will be given precedence over any external lettings where reasonable.
6. **Payment:** The lettings invoice should be paid, in full, 28 days prior to the date of the letting, and the hirer must ensure that they receive a receipt of payment. This will provide confirmation of the letting agreement. Failure to pay the invoice within this time may result in the letting becoming void.
7. **Deposit:** The Governing Board reserves the right to require a deposit over and above the lettings charge, as a surety against damage to the premises, including any equipment, or the premises being left in an unacceptable condition incurring additional costs for cleaning, caretaking or other expenses. Deposits must be paid immediately within 72 hours of the submission of the booking form. Failure to pay the deposit within this time may result in the letting becoming void. Please note that the standard damages deposit will be £100, payable in advance.
8. **Variations:** No member of staff is allowed to vary the terms and conditions on which the school premises are hired to either individuals or organisations, or to deviate from the published charging policy.
9. **Minimum charges:** The minimum hire period will be two (2) hours.
10. **Payment methods:** The Governing Board is required to protect the school from bad debt. Accordingly, payment is required at the time of booking. Cheques and/or cash are acceptable. An official receipt will be issued for all payments.



11. **Rights of access:** The Governing Board will not normally insist on a representative being present throughout the event; however, it reserves the right of access, and has delegated that right to the Head Teacher to insist upon the Site Manager (or other designated representative) being present.

## 8. COMPLAINTS PROCEDURE

If the school wishes to make a complaint regarding a letting:

- i. a representative of the Governing Board will verbally raise the concern with the hirer
- ii. the situation will be monitored for an agreed period of time to allow the issues to be addressed
- iii. if the situation remains unresolved, the hirer will receive written notification of the concern and an agreed
- iv. period of time will be given to allow the hirer to address the situation
- v. thereafter, if the matter remains unresolved, formal notice of termination will be sent to the hirer, effective 72 hours from the date of the letter of notification

If the school receives a complaint regarding a hirer from a third party:

The Governing Board will be notified of the complaint

- i. the matter will be investigated by a representative of the Governing Board (normally the Headteacher) and a written response will be sent to the complainant within 10 working days
- ii. further correspondence received about the same complaint will be placed on the agenda of the next Resources Committee meeting the Chair of the Committee will send a response

Where action by the Hirer is required in response to a complaint received by the school:

- i. the hirer will be notified of the complaint and will be given the opportunity to rectify the cause
- ii. if the complaint remains unresolved after 10 working days, the hirer will be notified in writing that s/he must address the complaint over the following 10 working days, or accept notice of termination of the letting agreement thereafter,
- iii. if the matter remains unresolved, formal notice of termination will be sent to the hirer with immediate effect the hirer has the right to appeal.
- iv. All appeals must be made in writing and will be presented at the next full meeting of the Governing Board. The Chair of Governors will inform the hirer, in writing, of the outcome of any such appeal.

If the Hirer wishes to make a complaint:

- i. all complaints should be raised and discussed with the Headteacher, who may forward the complaint to the Governing Board
- ii. if the complaint is not resolved within 5 working days, the hirer should notify the Governing Board in writing. If the complaint is still not resolved within 5 working days, it will be placed on the agenda of the next Resources Committee meeting; if the matter needs urgent consideration, a special meeting of the committee may be convened
- iii. if the complaint continues to be unresolved, the matter will be taken to the next full Governing Board meeting, following which the Chair of Governors will send a written response to the hirer

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## APPEALS

If the hirer has a letting agreement withdrawn or terminated, they have a right to appeal to the Governing Board. The appeal should be made in writing and will be presented at the next full Governing Board meeting. The hirer will be informed of any action and/or decision taken by the Governing Board. The Governing Board's decision is final.

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## REPEATED COMPLAINTS

If the Governing Board receives and upholds three complaints regarding a hirer, the Governing Board reserves the right to cancel all future lettings as described in Section 6(B) and to not accept future booking requests from the hirer.

## 9. REVIEW OF POLICY

The Resources Committee will review this policy and hire charges annually in the Autumn Term. The Resources Committee and Governing Board reserves the right to review and amend the table of hire charges, contained in the Appendix, independently of the planned annual review cycle of this document.



# St Mary's Hampton

## Church of England Primary School

### APPLICATION FOR THE USE OR HIRE OF SCHOOL PREMISES

Please complete this application form and return it to the school office, within at least four weeks (where appropriate) before the proposed event.

Full Name

Organisation / Company

Address

Telephone

Email

Type and Description of Function	Number of Weeks Required
Date Required	Time of Letting Period

Please note where the hirer is a service provider; a plan of proposed activities must be delivered to the Headteacher four weeks in advance.

## FACILITIES/ACCOMMODATION REQUIRED

The use of the following accommodation and equipment is required:

(Please **✓** those items required, except for the hire of classrooms, when the number required should be stated. The use of classrooms is subject to availability and at the discretion of the Headteacher. )

Hall <input type="checkbox"/>	Dining Room <input type="checkbox"/>	Kitchenette <input type="checkbox"/>	Keyboard <input type="checkbox"/>
Classroom(s) <input type="checkbox"/>	Sports cage <input type="checkbox"/>		

**The School reserves the right to:**

- cancel the letting where unavoidable problems of access have arisen;
- refuse entry to persons it considers liable to cause danger or undue disturbance;
- and retain the refundable deposit where events overrun their booked time, or damage or breakages occur.

### UNDERTAKING

I/We undertake to:

- accept the terms and conditions of hire and use, and all other aspects of the school's lettings policy
- pay the prescribed charges
- arrange for adequate supervision during the period of the letting
- leave the property in a clean and tidy state, and clear all rubbish accumulated during the let
- make good any loss of school property or damage to school premises or property

**Please Note:** If you, as the applicant, will not be present personally during the letting, please give the name and telephone number of the person who will be supervising the function on your behalf.

Full name:

Address:

Signature:

Date:

## TABLE OF CHARGES

The Governing Board has set standard and after-school club lettings charges.

Each let needs a responsible person. The responsible person opens and closes the facilities and remain on site for the duration of the letting.

The school has a pool of volunteer responsible persons who try and support all lettings. If however a volunteer is not available, the hirer will be notified and asked if they would like to proceed with the booking with a paid responsible person (normally the caretaker) at an additional cost.

For recurring bookings where the school is unable to provide a responsible person to support the let (and at the school's discretion) training can be provided to allow the hirer to act as the responsible person. Further information is available from the school office.

- For **standard lets** the school will provide a responsible person who will open and close the facilities and remain on site for the duration of the letting. The hirer is responsible for cleaning. The school will offer a 20% discount for recurring bookings of 3 or more hours (excluding the sports court).
- **After-school club** charges apply to enrichment activities which take place in the hall after the school day. The school's responsible person will already be on site and cleaning will take place as normal. After school clubs normally finish by 4.30pm.
- For **wrap-around care providers** letting charges will be monitored and set by the Resources Committee, and increased in line with the growth of the school to allow the care provider to grow their business as the number of children in school increases. The aim is for the care provider to pay the full room-only rate once the school is full.

Standard Charges:

FACILITIES	HOURLY RATES (minimum 2 hours)
Sports Court Only	£35 / hour
Hall Only	£20 / hour After school clubs - £10 per session. Clubs finish by 4.30pm.
Hall + Sports Court	£40 / hour for first three hours £20 per hour thereafter

## LETTINGS CHECKLIST FOR HIRER

ITEM	TO DO	TICK WHEN DONE
1	Read through: <ul style="list-style-type: none"> <li>- Schedule of charges</li> <li>- Conditions of use</li> <li>- Booking form</li> </ul>	
2	Complete booking form.	
3	Return booking form to school.	
4	Receive confirmation of booking from school.	
5	Provide the school with copies of: <ul style="list-style-type: none"> <li>- Safeguarding policy.</li> <li>- Insurance certificate, if required</li> </ul>	
6	Receive signed lettings contract from the school.	
7	Attend fire and alarm induction training (with site manager)	
8	Inform attendees of fire procedures and terms and conditions of hire	