



## **Abbot's Lea School Charging and Lettings policy**

### **Introduction**

The governors recognise that the school premises constitute a valuable asset for the community as a whole both within and outside school hours. They acknowledge that the use of the premises is ultimately a matter for the head teacher but they positively encourage the utilisation of the school building and land in a manner which is consistent with the aims and purposes of the school. Allowing the school premises to be used outside school hours is not without its costs; this policy is designed to ensure that the school is covered financially when doing so.

## **1 Extra-curricular Charges**

When organising school trips or visits to enrich the curriculum and educational experience for the children, we may ask parents to contribute to the cost of the trip. All contributions are voluntary, however if we do not receive sufficient contributions, the trip may have to be cancelled. If a trip goes ahead it may include children whose parents have not paid any contribution; these children are not treated any differently to the others.

1.1 If a parent wishes their child to take part in a school trip or event, but is unwilling or unable to make a voluntary contribution, we do allow the child to participate. In these cases, the school has to bear the additional cost to support the visit. Parents have a right to know how each trip is funded and we will provide this information on request.

1.2 The following is a list of the types of additional activities organised by the school that may require voluntary contributions from parents. These activities are known as 'optional extras'.

- Visits to museums
- Sporting activities incurring transport expenses
- Outdoor adventure activities
- Visits to the cinema

### **1.3 Swimming**

The school organises swimming lessons for all children. These take place in school time and are part of the National Curriculum. No charge is made for this activity.

### **1.4 Residential visits**

Parents are asked to cover those costs of residential trips arranged during school time not met from school funds. We endeavour to keep these charges to the absolute minimum.

## **2 Lettings**

Hiring rates legislation requires that any costs of hiring premises which are charged to the school's delegated budget must be repaid to that budget from income received, for example costs of electricity, heating and payments to members of staff, before allocating income to anything else. The surplus will be available for use by the Headteacher in consultation with the governors.

### **3 Procedure**

Potential hirers will be given a hire of premises letter (Appendix 1), Conditions of hire (Appendix 2) and Application for hire of premises (Appendix 3).

- 3.1 In addition to the hire charge, a security deposit may be required to cover any damage, extra cleaning or additional expense that may be incurred by the school in relation to the let. This is refundable if not required and is at the discretion of the Headteacher.
- 3.2 Bookings and payment of all fees must be made at least 14 days in advance through the school office. Bookings will not be confirmed until payment has been received.  
On receipt of payment, hirers will be given a receipt and a contract of hire (Appendix 4).
- 3.3 The HR and Finance Officer will account all monies in connection with school lettings. They will co-ordinate all correspondence and maintain all records required for lettings.
- 3.4 A diary of all lettings, including polling days, shall be kept by the Headteacher and Head of Finance and Operations.

### **4 Hire Periods and Charges**

#### **4.1 8:00am to 6:00pm Monday to Friday**

The Headteacher may enter into an agreement to let: the school premises by arrangement, to any group or organisation whose activities are considered suitable and will not impact on the educational provision for Abbot's Lea students. Priority shall be given to groups whose activities will benefit the children of the School.

#### **4.2 After 6.00pm ,weekend and school holidays**

The Headteacher has the authority to enter into agreements to let school premises between 6.00pm and 10pm Monday to Friday and between 9.00am and 12.00pm on Saturdays, Sundays and Bank Holidays. Any agreement to let must take into account the nature of the activity proposed.

- 4.3 There will be a minimum charge of £100 (half day) and £200 (full day) for appropriate rooms. The final charge will be dependent on:

- Reason for usage
- Organisation making booking
- Additional equipment required
- Day/time required (evenings, weekend and school holiday usage will incur additional charges).

- 4.4 Charges will be reviewed regularly to ensure that they are appropriate, fair and are meeting the needs of the schools. Governors will be updated of any changes.

- 4.5 The Headteacher retains an absolute discretion as to whether or not any other school equipment shall be included in the let, and if so on what terms. Any let which includes the hire of such equipment may also be subject to an additional or greater deposit.

- 4.6 The Headteacher or Administrator shall advise the proposed hirer of the cost of the let and

that additional costs will be payable if the premises are damaged or not restored to the condition in which they were originally let. Such damage or additional cost will be deducted from the deposit in the first instance, with any additional sum being notified to the hirer and payable within 7 days of such notification.

5.4 The Headteacher is required to report on all lettings to the Site Manager.

## **5 Insurance**

- 5.1 All regular lets (sports clubs etc.) must be insured by the provider. Activities provided by the school and supported by a member of staff are covered by the school's insurance.
- 5.2 An insurance premium will be charged for each occasional letting outside school hours. Payment in respect of the insurance cost must be made not less than 7 clear days before the let takes place to enable appropriate arrangements to be made. This amount is not refundable if for whatever reason the let does not proceed. The cost per letting will be £5.
- 6.3 The Head of Finance and Operations will review any changes in the insurance policy schedule annually and amend this policy as appropriate.

## **6 Documentation**

- 7.1 **Insurance**  
Copies of appropriate insurance must be given to the Head of Finance and Operations to be kept in the office.
- 7.2 **DBS checks**  
Outside providers of after-school activities must have up-to-date DBS checks, copies of which will be kept on file.
- 7.3 **Licences**  
A copy of any license permissions (eg. alcohol licence) and copyright consent must be given to the Head of Finance and Operations to be kept in the office.

Written permission must be obtained from the Headteacher if alcohol is to be consumed on the premises.

## **7 Unsuitable Lets**

The Governing Body will retain an absolute discretion to determine what is an unsuitable let. In all instances, the decision as to suitability will rest with the Governing Body.

- 8.1 The Headteacher is authorised to make day-to-day decisions on behalf of the Governing Body and may seek advice from the Chair of Governors about any aspects of implementing this policy.

## **8 Cases of Disorder**

If a member of the hire party is deemed to be under the influence of drugs or exhibiting drunken behaviour or is verbally or physically aggressive, they will be asked to leave the premises by the Site Manager. If they refuse, the police will be involved.

## **9 Site Manager**

The Facilities Manager should be informed of all lettings, whether or not he will be on duty for the letting.

10.1 If the Facilities Manager is not on duty, the person responsible for supervising the letting must know the procedures to be followed in the event of an emergency, eg. the whereabouts of first aid supplies, emergency telephone, fire extinguishers and emergency exits. He/she must also know the procedure for reporting any damage to property or premises and ensure that a report is submitted.

10.2 Where the Headteacher or Deputy Headteacher attends governor or PSA meetings or small social events, they may, if they wish to, dispense with the Site Manager's presence, thereby avoiding such costs.

## **10 Security and Keys**

The Head and Chair of the Governing Body should agree on who may hold the keys to the premises.

11.1 The LA, Police, Fire and Security Services should hold the names, addresses and telephone numbers of the key holders. It is important that the correct procedures are followed or any claim on insurance could be jeopardised.

11.2 The Facilities Manager should be notified if anyone (governors, Headteacher or staff) is on the premises outside school hours.

## **11 Use of Premises for Parliamentary, Local and European Elections**

The Returning Office may use any part or all of a voluntary controlled school for the purpose of the election. The candidates in such elections are entitled to use 'free of charge', at reasonable times, a suitable room in the school for public meetings.

'Free of charge' means that the school cannot make a 'hiring' charge for this use of the premises. However, any expenses incurred in preparing, heating, lighting, cleaning the rooms or care taking costs, are met either by the Returning Officer or the candidate, as appropriate.

## **12 Emergency Procedures**

The Facilities Manager will draw up an emergency plan for each letting and ensure that the organiser knows the location of the fire extinguishers, exits and muster points before the event takes place.

## **13 Site Capacities**

Governors have a legal responsibility to comply with the maximum figure allowed under health and safety requirements for their premises.

14.1 The hirer must provide the Administrator with an estimate of the number of people expected. If more than 200 people are on site an additional second member of staff must be present.

## **14 Review**

The Resources committee will review this policy every two years or sooner if the need arises.

Date of policy: **October 2019**

Chair of Governors:.....Rohit Ramesh..... (Date) 16/10/2019

Review due: **October 2021**

## Appendix 1 – Booking Form for School Lettings

(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	Data of Booking		Start Time		End Time
Block Bookings	Frequency/Days				
	Start Date				Start Time
	End Date				End Time
<i>Booking times must allow sufficient time for preparation and clearing away before and after the event.</i>					

Facility Required	<input type="checkbox"/> Dining Hall	<input type="checkbox"/> Assembly Hall
<input type="checkbox"/> Kitchen	<input type="checkbox"/> Sports Hall	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Equipment 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 the alcohol be served or sold?	<input type="checkbox"/> Served	<input type="checkbox"/> Sold
<i>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>		
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 of email. No letting will be regarded as booked until the deposit and booking fee is received in full and the Hire Agreement has been signed by the Hirer and the School.*

**Please return the form to: Head of Finance and Operations**

(School use only)

This application for letting is: ACCEPTED/REJECTED

Signed:

Position:

Date:

Evidence of own insurance cover supplied and approved	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>If no</b> , include in Schools insurance cover	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the letting involve working with children/young people	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>If yes</b> , has the School followed their safeguarding procedures	<input type="checkbox"/> Yes	<input type="checkbox"/> No



## Appendix 2 – Conditions of Hire

### Particulars of Hire

**The Governing Body of Abbot’s Lea School of Beaconsfield Road, L25 6EE (the “School”) permits the hiring of facilities within the School (“the Premises” as set out below) on the Conditions of Hire and Booking 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:

.....

## **Terms and Conditions**

### **1. Interpretation**

- a. Health and Safety Legislation:
- b. School: means the Governing Body of the School, its employees and agents.

### **2. Use and Access**

- a. The School permits the Hirer to access and use the Premises on the times specified for the Permitted Use.
- b. The School do not warrant that the Premises are fit or suitable for the purpose of the hire.
- c. The Hirer is responsible for ensuring these terms and conditions of use are observed and for the effective supervision of the arrangements and activities in the Premises during the Hire Period and for the prevention of disorderly behavior.
- d. The Hirer will be responsible for obtaining and paying for any Public Entertainment Licence required.
- e. The School retains the right to access the Premises at all times during the Hire Period and the Hirer must comply with any reasonable instructions given by School staff.
- f. The Premises remain in the Schools' legal possession notwithstanding the Hirer's occupation during the Hire Period and such occupation shall not be deemed to constitute or create any lease or tenancy.

### **3. Restrictions on Use**

- a. 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.
- b. School kitchens may only be used with the express consent of the School and may incur an additional fee to cover the attendance of a representative of any contractor and/or additional cleaning.
- c. The Hirer shall not make any alterations or addition to the Premises, shall not affix any items to the Premises and no interference is to be made with School property/equipment or other parts of the building which do not form part of this hire agreement.

- d. Alcohol is not to be allowed to be sold on the Premises unless prior permission is given by the School and a licence obtained by the Hirer.
- e. Illegal drugs are not to be brought onto or consumed on the Premises.
- f. No items of a flammable, dangerous or noxious character may be brought onto the Premises, including fireworks, confetti or gas.
- g. Smoking is not allowed on the Premises or the building at any time.
- h. No betting, gaming or gambling is allowed on the Premises without the written permission of the School and the relevant licence from the licensing authority.
- i. Dogs, other than guide dogs for the blind or other assistance dogs, shall not be allowed on the Premises.

#### **4. Hire Fee and Deposit**

- a. The Hire Fee is due and payable [                      ] days prior to the Hire Period.
- b. The School reserves the right to require a deposit over and above the Hire Fee as a surety against damage to the Premises (including any Equipment) or the Premises being left in an unacceptable condition requiring additional cleaning, caretaking or other expenses.

#### **5. Condition and Damage**

- a. The Hirer will keep the Premises in a clean and tidy condition when in occupation. The Premises must be left in the same condition as before the Hire Period.
- b. Any damage, destruction or theft that occurs during the Hire Period in or to the Premises, to the building, equipment or School property will be the responsibility of the Hirer and the Hirer shall pay to the School the cost of making good any such damage.

#### **6. Insurance**

- a. The Hirer must hold public liability insurance in respect of their occupation of the Premises for a minimum of £5 million and will provide a copy to the School.
- b. [The School may at its discretion waive the requirement to hold public liability insurance where the Hirer is an individual or small informal group of individuals (not using the Premises for commercial or business purposes) who do not hold public liability insurance and who may find it difficult to obtain. In these circumstances, the School will arrange for the Hirer to be covered under the Schools own public liability insurance and any extra associated costs will be reflected in the Hire Fee.

#### **7. Indemnity**

- a. The Hirer shall keep the School indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value or 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 Condition of Hire 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 the Hirer.

## 8. Loss

- a. The School does not accept liability for any loss, theft or damage to property brought onto the Premises by or on behalf of the Hirer or damages to vehicles parked in any car park provided or injury to any person however caused.
- b. The School shall not be liable for any loss or damage suffered by the Hirer as a direct or indirect result of the performance of this hire agreement 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 Premises.

## 9. Assignment

- a. This hire agreement is personal to the Hirer and the Hirer shall not assign or underlet or part with or share possession or occupation of the Premises.

## 10. Health and Safety

- a. The Hirer must comply with all laws relating to the Premises and the occupation and use of the Premises by the Hirer, including but not limited to Health and Safety legislation.
- b. The Hirer should, as far as possible, have an accurate list of those present.
- c. Any portable equipment to be used must have a current PAT test certificate.
- d. The Hirer must ensure they are aware of the fire exits and the fire and emergency evacuation procedures. The Hirer is required to take any precautions necessary to ensure the safety of those attending during the Hire Period, including ensuring the means of escape from fire are not blocked or impeded.
- e. The Hirer will immediately inform the School of any emergency, accident or serious incident that occurs during the Hire Period by telephoning the School Emergency Contact. The Hirer will be responsible for reporting any accident to the Health and Safety Executive.

## 11. Safeguarding and Child Protection

- a. Hirers providing services to children must have policies and procedures in place to ensure children's safety and any Risk Assessments and DBS certificates required by the Hirer must be supplied to the School upon request.
- b. At an event where the number of children is likely to exceed 100, the Hirer must ensure that a sufficient number of adults are stationed to prevent more children being admitted, to control the movement of the children and to take all reasonable precautions for the safety of the children as required by the Children's and Young Person's Act 1933.

## 12. Cancellation

- a. The Hirer may cancel the booking at any time by contacting the School. **[Insert cancellation policy here – for example -[If a booking is cancelled with more than one weeks notice, the full Hire Fee and any Deposit will be repaid. If less than one weeks notice is given, only 50% of the Hire Fee will be repaid. The Hirer will pay the full cost of the hire for bookings cancelled less than 24 hours before commencement of the Period of Hire.]**

- b. This agreement will be cancelled immediately should the Hirer breach these Conditions of Hire at any time and no Hire Fee (or part thereof) shall be refundable.
- c. The School reserves the right to cancel the booking at any time without notice and without assigning any reason, but will endeavor to give as much notice as possible. In such circumstances, the School will refund the Hire Fee (and any deposit), but will not be responsible for any loss or expenditure whatsoever in relation to the letting which the Hirer may have incurred or be liable to pay.

### **13. Advertising**

- a. The School must approve all advertising and posters concerning the use of the Premises.