



"Inspiring a love of lifelong learning"

Lettings Policy

For staff / education purposes

Policy date: Autumn 2024
Review date: Autumn 2026

Learning at Charville is underpinned by our Core Values

Respect

Independence

Self-belief

Honesty

Caring

Determination

Contents

| | |
|---|---|
| 1. Aims and scope | 3 |
| 2. Areas available for hire | 3 |
| 3. Charging rates and principles | 4 |
| 4. Application process | 5 |
| 5. Terms and conditions of hire | 5 |
| 6. Safeguarding | 7 |
| 7. Monitoring arrangements | 7 |
| Appendix 1: Hire request form | 7 |
| Appendix 2: Confirmation of licence template letter | 9 |

1. Aims and scope

We aim to:

- Make sure the school's premises and facilities can be used, where practical and economically viable, to support community or commercial organisations
- Allow the hiring of the premises without using the school's delegated budget to subsidise this
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school
- Not let any hiring of the premises interfere with the school's primary purpose of providing education to its pupils
- Hire out facilities in a way that is safe, following government guidelines and the school's risk assessment(s)
- Allow the hiring of the premises in line with safeguarding and Health & Safety policies

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- School hall(s)
- Dining hall
- Classrooms
- Sports fields

2.2 Charging rates

The rates for hiring each area are as follows:

| AREA | COST |
|----------------------------------|--|
| School hall | £60/hour up to three hours £300 per day (max 7hrs between 8:00 and 18:00) |
| Dining Hall | £60/hour up to three hours £300 per day (max 7hrs between 8:00 and 18:00) |
| Classrooms | £60/hour up to three hours £300 per day (max 7hrs between 8:00 and 18:00) |
| Sports fields only | £60 up to three hours £100 per day (max 7hrs between 8:00 and 18:00) |
| Sports fields with access to WCs | £60/hour up to three hours £300 per day (max 7hrs between 8:00 and 18:00) |

3. Charging rates and principles

3.1 Principles

The school site does not lend itself to self-administered lettings (those where the hirer holds keys) as once the building has been unlocked the majority of the building would be accessible to any user. This poses a risk to the security of the premises and the protection of information held on site. The school will therefore only support lettings where a keyholder can be on site for the duration of the letting (with the exception of sports field only lets).

The site is in use by the school between 07:00 and 18:00 daily (Monday – Friday) and no staff are contracted to work outside of these hours.

The servicing of any letting therefore depends on a keyholder being available and willing to undertake additional work hours.

For this reason, lettings will only be considered on a case-by-case basis where there is a good business case with direct benefit to the school and its immediate community

3.2 Rates

The rates for hiring out different areas are listed in the table in the section above. The Headteacher or School Business Manager may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the school.

We do not expect any long-term bookings. Rates for any long-term bookings are by negotiation with the School Business Manager

The rates include reasonable cleaning costs. Depending on the nature of the activity planned we may decide to impose an additional cleaning fee on top of the hiring rates.

3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of seven days' notice but will not do so unreasonably.

A full refund will be issued if we do cancel a hire. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

The hirer of the premises can cancel any hire with a minimum of seven days' notice. If less notice than this is given, the licensee shall not be entitled to a refund.

3.3 Review

The revenue raised from hiring out will be reviewed by the School Business Manager and will be included in the school's financial reporting, to ensure best value is being achieved.

4. Application process

Those wishing to hire the premises should fill out the hire request form, which you can find in appendix 1 of this policy, and read the terms and conditions of hire set out in section 5.

The hirer should fill out and sign the hire request form and submit it to the school office. Approval of the request will be determined by the Headteacher and School Business Manager

If the request is approved, we will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. Full payment must be made at least seven working days before the date in question. We will also provide details of the emergency evacuation procedures and other relevant health and safety documents. The hirer will also need to provide proof of its public liability insurance.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the school, reputational damage may occur, or the activity does not adhere to the latest government safety advice.

5. Terms and conditions of hire

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. The hirer shall pay the full amount as stipulated by the school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this licence.
4. The hirer shall not sub-licence any of the premises under the licence.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.

6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
8. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time.
9. The hirer must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide a copy of the relevant insurance certificate no less than seven days before the start date of the licence.
10. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.
11. The hirer shall indemnify and keep indemnified the school from and against:
 - a. Any damage to the premises or school equipment;
 - b. Any claim by any third party against the school; and
 - c. All losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
12. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.
13. Any cancellations by the school made with at least seven days in advance of the booking date will be refunded.
14. Any cancellations by the hirer received with less than seven days' notice will not be refunded.
15. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
16. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
17. The hirer will clean their own equipment brought into the premises, and leave the premises generally tidy after use.
18. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
19. If the hirer breaches any of the terms and conditions the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
20. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
21. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third-party intellectual property.
22. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
23. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.

24. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
25. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
26. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.
27. Intoxicating liquor shall not be sold, supplied or consumed on School premises without the prior written consent of the School and subject to any necessary licence having been obtained by the hirer.

6. Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the school's requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils may be present in the school (during after school clubs or extra-curricular activities), we will ask for confirmation and evidence that the hirers have undertaken the appropriate level of safeguarding checks that the school, at its sole discretion, shall define.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, their designated safeguarding lead will make an immediate referral to the London Borough of Hillingdon social services and, where necessary, the police.

7. Monitoring arrangements

We will review and update this policy when the guidance on which it is based changes or when this version of the policy otherwise stops being applicable.

Any updates to this policy will be shared with the full governing board.

Appendix 1: Hire request form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire, which you can find in sections 2 and 5 of this policy. If you have any questions, please contact the School Business Manager.

| | |
|---|---|
| Name of applicant/organisation and company number (where applicable) | |
| Applicant contact details | Address: Phone no: Email address: |
| Preferred method of contact | |
| Purpose/activity of organisation | |
| Part of the premises requesting to be hired | |
| Date and time of first hire | |
| Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks) | |
| Number of expected participants in the activity | |
| Additional equipment you will require from the school (please note we may not always be able to provide this but will inform you where this is/is not possible) | |

| | |
|--|--|
| Additional equipment you will be providing yourself | |
| Provide details of any required special licences or permissions held | |
| Confirmation and details of the safeguarding and child protection arrangements you have in place | |

By signing below, I agree to the terms and conditions set out in the school's premises hire policy.

Name _____ Date _____

Signature _____

Please return this form via email to office@charvilleacademy.org. We will be in touch to inform you if your application is successful, and if so details of the full cost and documents that will need to be shared.

Appendix 2: Confirmation of licence template letter

You may want to delete this section when you publish a version of this policy on your website. This is for the benefit of the person who will administer the policy.

Dear [contact name]

Thank you for submitting your hire request form to us.

We're pleased to say the area you've requested is free on the date(s) and time(s) of your request and we'd be happy to grant a non-exclusive licence to you to use the area for the purpose set out in your request form, subject to the [enclosed terms and conditions/terms and conditions already provided to you].

Based on the length of time and area requested, the full amount for the hire will be [insert amount, and where relevant, explain that this includes an additional cleaning fee]. You can pay us by [insert payment method(s) and details here]. We request full payment of the fee by [insert date].

We'll also require you to submit to us:

- Proof of your public liability insurance
- Specify any other documents you'll require when someone hires the premises

We've attached the following documents:

- Details of emergency evacuation procedures in the event of a fire/similar emergency
- Specify any other documents you'll want to make sure the hirer is familiar with (e.g. health and safety policy)

Please make sure you're familiar with these before the date of hire.

You can contact [named contact and details] with any questions about hiring the premises.

You may wish to have an additional 'out of hours' contact/contact details for when the hire is happening if the person is hiring the premises outside of school hours, unless you plan to have a member of staff on site to provide support with any issues.

Kind regards,

[staff member]