



Approval Date: 3rd February 2017

Updated: 27th January 2017

Review Date: February 2020

Review Period: Three Years

Requirement: Optional

Delegation: Resources Committee

LETTINGS POLICY 2017 - 2020

1. Statement of Intent

- 1.1. Ralph Sadleir School is an Academy Trust and a company limited by guarantee registered in England and Wales under number 08663956.
- 1.2. The Board of Directors of Ralph Sadleir School recognises that the primary purpose of Academy premises is to provide accommodation for the teaching, learning and welfare of its pupils. The requirements of the Academy will therefore always take precedence over external hirings. However, when not required by the Academy, the Board of Directors are willing to hire out the Academy premises as they:
 - Represent a significant capital investment and therefore should be used as far as possible.
 - Can provide a valuable resource to the community which the Academy serves.
 - A potential source of income to support the Academy budget.
- 1.3. The Academy will operate a fair lettings policy that does not discriminate on grounds of race, colour, region, ethnicity, sexuality, gender, age or disability.

2. Definition of a Letting

A letting may be defined as "any use of the Academy premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of 'Slimming World').

A letting must not interfere with the primary activity of the Academy, which is to provide a high standard of education for all its pupils. Use of the premises for activities such as staff meetings, parents meetings, Governing Body meetings and extra-curricular activities supervised by Academy staff, fall within the corporate life of the Academy.

3. Distribution of Policy

- 3.1. The Board of Directors has delegated the task of reviewing and proposing amendments if necessary of this policy to the Resources Committee.
- 3.2. Distribution of the Policy is to:
 - All employees
 - Prospective hirers, when enquiring and then booking Academy premises.
- 3.3. This policy is a statement of the aims, principles and strategies for ensuring the proper conduct of hiring.
- 3.4. The aim is to maximise community use of Academy facilities and to produce a fair account of income to support the budget. Priority will be given to the Academy Trust, Ralph Sadleir Association, the local community and educational groups.
- 3.5. No member of staff, with the exception of the Business Manager, 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.
- 3.6. The legal procedures to the hiring process are in line with Hertfordshire County Council and further advice can be obtained from the Legal Advice Helpline at the Local Authority.

4. Role of Lettings Officer

- 4.1. The Business Manager is responsible for the management and administration of hirings. Organisations seeking to hire the Academy premises should approach the Business Manager who will identify their requirements and clarify the facilities available.
- 4.2. Prior to the hiring the Business Manager will ensure that the organisation/Hirer is given the following:
 - Ralph Sadleir School Hiring Policy (two copies).
 - Ralph Sadleir School Health & Safety Policy
 - Application to Hire Accommodation Form.
- 4.3. The Hiring Policy, once signed by the Hirer, is an enforceable contract.
- 4.4. No letting should be regarded as booked until approval has been given in writing.
- 4.5. No public announcement of any booking or function taking place should be made by the organisation concerned until the booking has been formally confirmed in writing.

5. Role of On-Site Staff

- 5.1. The Site Manager will be the on-site member of staff and will be responsible for accommodating the Hirer whilst on site and ensuring that the Hirer observes the terms and conditions set out in this policy.

6. Rights of Access

- 6.1. The school, staff and Governing Body reserve the rights of all access to the premises during the hiring.

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- 6.2. When in receipt of conflicting requests, priority will always be given to Academy functions

7. Purpose of use

- 7.1. The hiring of school premises is permitted only on receipt of a signed policy from the Hirer, agreeing to conform to conditions set by the school and governing body.
- 7.2. The accommodation shall only be used for the purposes stated on the application, and within the hours agreed in the letting agreement issued by the school.
- 7.3. The Hirer must ensure that the numbers of people attending do not exceed the Health & Safety Policy (see section 8 for more details)
- 7.4. The Hirer shall be responsible for ensuring these conditions of occupation are observed.
- 7.5. The Hirer shall not assign or sublet the whole or any part of the benefit of this agreement.
- 7.6. No interference is to be made with school property/equipment/premises which do not form part of the letting.
- 7.7. The Hirer shall not sub-hire or use the premises or allow the premises to be used for any unlawful purposes, nor do anything or bring onto the premises anything which may endanger the same or any insurance policies.
- 7.8. Hirers are responsible for seeing that the noise level of the functions is not such as to cause inconvenience for the occupiers of nearby houses and property.
- 7.9. The Hirer is expected to leave the school premises in a good state of cleanliness. Failure to do so will result in a fine, amount to be determined by the Academy.
- 7.10. The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy.
- 7.11. Lettings will not be made to persons under the age of 18.

8. Public Liability Insurance – to protect Hirer against injury, loss or damage caused to third parties or their property.

- 8.1. No letting will proceed unless there is Public Liability Insurance in place and an appropriate certificate of insurance cover must be produced before a letting can be confirmed.
- 8.2. The Hirer is required to hold Public Liability Insurance, and to let the school have a copy of the cover notice **prior** to the hiring date(s).
- 8.3. If this is not produced, then the school will arrange cover through the school's annual Public Liability Insurance Policy with the Local Authority in advance of the hiring and a charge will be made.
- 8.4. The school will arrange this cover at 13.75% + 5% insurance tax. This means for each £100 letting, the insurance will be £14.44.
- 8.5. The Academy will not be responsible for any injury to persons or damage to property arising out of the letting of the premises.

9. Disclosure and Barring Service (DBS) Checks and Safeguarding

- 9.1. Proof of DBS clearance is required from Hirers who work directly with children, vulnerable adults or those making bookings during school hours.
- 9.2. Community users organising activities for children must be aware of and understand the need for compliance with our schools' child protection policies and procedures.

10. Health and Safety & General Regulations

- 10.1. The Hirer will comply with all Health & Safety requirements mandated by the school.
- 10.2. The Hirer should familiarise themselves with fire exits, escape routes and position of fire alarms and extinguishers. They should ask the Site Manager to show them these.
- 10.3. Nothing shall be done which will endanger the users of the building, and the policies of insurance relating to it and to its contents. In particular:
 - Obstructions must not be placed in front of the emergency exits, which must be immediately available for free public access.
 - Fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose
 - The fire brigade shall be called to any outbreak of fire, and details of the occurrence shall be given to the Site Manager and Headteacher.
 - No performance shall involve danger to the public
 - Highly inflammable substances shall not be brought into nor used in any part of the premises
 - No internal decorations of a combustible nature (e.g. polystyrene, cotton etc.) shall be undertaken without the consent of the Governing Body
 - No unauthorised heating or electrical appliances shall be used on the premises
 - The Site Manager and Business Manager shall be informed of any accident or injury occurring on the premises.
- 10.4. The Health & Safety Policy should be observed including the instruction given for fire evacuation procedures.
 - a. The maximum number for groups with an instructor will be 25
 - b. The maximum number for use of the school hall will be 200

(The Local Licensing Office visits the school either independently of or with the Fire Brigade to advise on the number of exits, evacuation speed and occupancy figures).

- 10.5. The Hirer is responsible for the effective supervision of the arrangements and activities in the premises during the period of hire and for the prevention of disorderly behaviour so as to ensure that no nuisance or annoyance arises to the occupiers of adjoining premises or neighbouring residents and shall behave reasonably at all times.
- 10.6. It is the Hirers responsibility for arranging first aid provision for the period of hire.
- 10.7. The Hirer will immediately inform the school of any emergency, accident or serious incident that occurs on the school premises.
- 10.8. Hirers providing services to children must have policies and procedures in place to ensure children's safety.
- 10.9. Any electrical equipment brought on to the premises must comply with the code of practice for portable electrical appliance equipment and have up to date PAT tested certificates. Equipment must display a portable appliance test label from a qualified electrical engineer.

11. Parking

- 11.1. Visitors can use the school car park and if necessary the tennis courts as an overflow car park. We would encourage our visitors not to park on Station Road.
- 11.2. The parking of vehicles will only be permitted on condition that persons bringing such vehicles onto school premises do so at their own risk and that they accept responsibility for any damage or injury to the property or to any persons, whether connected with the school or not, caused by such vehicles on the school premises.

12. Care of Premises

- 12.1. The Hirer should note that smoking is prohibited on the school site.
- 12.2. The Academy prohibits the use of fireworks.
- 12.3. No candles are permitted on site.
- 12.4. No animals shall be permitted on school site (except registered guide dogs)
- 12.5. Alcohol is not allowed to be sold or consumed on the premises unless prior permission is given by the school and a licence obtained by the Hirer. Illegal drugs are not be brought onto or consumed on the school premises.
- 12.6. No substance that is of an inflammable, dangerous or noxious character will be brought onto the school premises.
- 12.7. Hirers should report any suspicious incidents to the Site Manager immediately.
- 12.8. Reasonable care shall be taken to protect any surface or equipment, which is likely to suffer damage as a result of the hire.
- 12.9. The Hirer shall indemnify the school in the event of loss or damage arising directly or indirectly of hired accommodation or equipment at the school.
- 12.10. In the event of additional cleaning havin
- 12.11. g to take place as a result of how the accommodation was left after vacating the premises, a surcharge may be made.
- 12.12. The Hirer is responsible ensuring that all personnel remain in the hired area and do not access other areas of the school with the exception of washroom facilities.
- 12.13. It is the responsibility of the hirer to ensure that good order is maintained and in particular the clearing of the premises at the end of the function. Any misconduct by any person attending the function may result in the Hirer and their organisation being refused further bookings.
- 12.14. Chairs and furniture may not be removed from classrooms without the Academy's consent.
- 12.15. No items of furniture are to be taken in to the Academy grounds.
- 12.16. Furniture and fittings shall not be removed or interfered with in any way. Not fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws in to fixtures that are part of the Academy fabric, are permitted. In the event of any damage to premises or property arising from the letting, the hirer shall pay the costs of any reparation required.

13. Private Property

- 13.1. The School, Governors and Hertfordshire County Council will not accept responsibility for loss of, or damage to, any property, which may be brought onto the premises as a result of hiring.
- 13.2. The Hirer must obtain permission from the school to leave any equipment on the premises. All equipment should be in good repair and after use, safely stowed away.

14. Periods of Hire

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- 14.1. No application for the use of the premises shall be granted for weekend, bank holiday or school holidays, except with the consent of the Headteacher.
- 14.2. Where consent is given, the use of the school premises ends at 10.00 p.m. An extension of this may be approved in special circumstances and prior notice should be given.
- 14.3. Periods of Hire are not permitted past the following hours:
- | | |
|--|------------|
| Monday – Friday | 10:30 p.m. |
| Weekends, Bank Holidays & School Holidays (with consent) | 10.00 p.m. |
- 14.4. The minimum period of a hiring will be one hour and a trial period of three months to be granted to regular bookings.
- 14.5. If alcohol is being consumed on the premises, then no person will be admitted onto the premises after 10:30pm.
- 14.6. The Hirer shall not use the accommodation for any purpose other than that specified on the application to hire form, and shall neither enter the premises before, nor leave them after, the times stated on the application form.
- 14.7. If the premises are not fully vacated at the time given for the function to end, a surcharge of £10 for each 15 minutes over the agreed finish time, shall be charged for the extra time.

15. Sport Activities

- 15.1. Hiring the hall or other part of the premises for sporting or other physical activities entails the Hirer accepting the obligation of securing safe conditions and proper supervision by appropriately qualified persons.

16. Copyright

- 16.1. The hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Academy against all sums of money which the Academy may have to pay by reason of an infringement during the period of hire covered by this letting agreement.
- 16.2. It is the responsibility of the Hirer to ensure that they comply with all the requirements of the law referring to copyright including returns to the Performing Rights Society.

PRS for Music, Copyright House, 29/33 Berners St, London, W1T 3AB.
Tel: 020 7580 5544. Fax: 020 7306 4455.

17. Licences for additional activities

Public Performance Licence:

If the Hirer is arranging a public performance of a play, music, dancing or any other activity for which a licence is required, it is the Hirer's responsibility to ensure that an appropriate licence is secured and that the Hirer complies with its conditions.

Entertainment Licence:

Forms of application for a Temporary Event Notice (TENs) application may be obtained from the District Council, allowing 28 days' prior notice.

Drinks Licence:

If the Hirer is to provide alcoholic drinks, the school should be informed at the time of booking. The Hirer must obtain a Drinks Licence from a Local Magistrate (giving at least 2 months' notice) or ask a Publican to obtain a licence (giving at least 6 weeks' notice).

18. Kitchen Facilities

The use of the school kitchen is not allowed.

19. Scale of Charges

19.1. Single Hiring's:

- To secure a booking for a single hiring, the Hirer is expected to pay in full the hiring fee as a deposit.
- This payment shall be made no later than 10 working days after the booking has been secured by the Hirer together with any insurance premiums that may be levied.

19.2. Group Hiring's:

- To secure a booking for a group hiring, the Hirer is expected to pay in full the hiring fee for the first occasion of the group booking.
- This payment shall be made no later than 10 working days after the booking has been secured by the Hirer together with any insurance premiums that may be levied.
- The Finance Assistant is responsible for invoicing group Hirers either monthly or termly.
- The Governors and Headteacher reserve the right to refuse any application or terminate the agreement at any time for non-payment.

19.3. Rates:

- The rate that will be charged for this financial year will be £25.00 per hour. The school may offer a discretionary discount of 20% to Hirers from the local community, local schools, other local education groups and Ralph Sadleir Association. This charge assists the school to cover the cost of caretaking, cleaning, utilities and administration of all hiring's. Charges will cover the cost for:
 - Services
 - Staffing (additional security, caretaking and cleaning)
 - Administration
 - 'wear and tear'
 - Use of Academy equipment
 - Profit element (if appropriate)

19.4. Monies:

- Cheques or cash are both acceptable, but cheques should be supported by a guarantee card up to the value of the hire. An official receipt will be issued upon request.
- All lettings fees which are received by the Academy will be paid into the Academy's individual bank account, in order to offset the costs of services, staffing etc. Income and expenditure will be regularly monitored to ensure that a 'break even' situation is being achieved.

19.5. VAT

- Where VAT is applicable it will be calculated at the standard rate and shown separately on the invoice.

20. Terms and Conditions of Hire

20.1. **Acceptance:**

- All Hirers that use the premises are required to read our Hiring Policy and agree to abide by the terms and conditions by signing and returning one copy to the school. A second copy should be retained by the Hirer.
- By reading the Policy and signing the terms and conditions, the Hirer:
 - Accepts and agrees to adhere to all aspects of this policy, including these terms and conditions.
 - Accepts the responsibilities of the Hirer as laid out 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.

20.2. **Care of children**

- All children are to be supervised at all times when attending an organised group or care scheme.

20.3. **Licenses**

- Where necessary, any licenses required for public dancing, entertainment, alcohol or music must be strictly adhered to. It is the duty of the Hirer to ensure they understand and are able to comply with all such regulations.

20.4. **Damage**

- The Hirer shall indemnify and keep indemnified the school and the Governing Body from and 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.

20.5. **Property**

- All property brought onto the premises is done so at the sole risk of the owner.
- Neither the school nor Governing Body 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.

20.6. **Injury or loss**

- It is the responsibility of the Hirer to inform the Governing Body, in writing and within 24 hours, of any person or persons sustaining injury or loss on the premises during the letting.
- It is the Hirer's responsibility to ensure that all those attending are made aware that they do so in all aspects at their own risk.

20.7. **Alcohol**

- The correct license must be applied for to be able to sell and consume alcohol on the premises.
- This approved license must be displayed during the letting.

20.8. **ICT Suite**

- The Hirer must ensure that no food or drinks are to be taken into the ICT Suite.

20.9. **Equipment in classrooms**

- Any school property in classrooms is not to be used, including the use of whiteboards.

21. **Termination**

21.1. The Governors and Headteacher reserve the right to terminate any letting without notice and without compensation or refund, even if the hiring has previously been confirmed by the school where:

- Complaints are received as to the use of the premises by the hirer
- Considered that the use of the premises is likely to occasion a risk of disorder, damage or injury to persons or property
- The Governors/Headteacher suspects that any of the terms and conditions of hire or use have been broken by the Hirer, or any person organising a function/event
- The Governors/Headteacher suspect or are aware that any conditions of this policy have been broken or are likely to be broken, by any person attending any function or event, or is connected with the function or event in any way
- Any breach of licensing conditions occurs.

21.2. The school reserves the right to cancel a hiring booking if:

- The hiring conflicts with the provision of educational needs of the school
- If the governors are required by prior arrangement or law to provide accommodation for any person or purpose i.e. government elections
- The school is closed or becomes closed

In these circumstances, a full refund will be given. The school 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, the Hirer will only be given a refund if entitled.

21.3. The hirer must give one month's written notice to terminate a hiring.

22. Termination Charges

- 22.1. A full refund of fees paid will be given when the Hirer gives a minimum of one month's written notice to terminate a hiring.
- 22.2. If less than one month's written notice is given to terminate a hiring a termination fee of 75% of the hiring fee will be charged.
- 22.3. Termination on the day of the hire the full hiring fee will be charged.
- 22.4. In the event of the accommodation not being used by the Hirer, or not used in full as booked, fees that have been paid shall not be refunded.

23. Review of Charges

- 23.1. The Resources Committee is responsible for setting charges for the letting of the Academy premises and will review the charges biennial and the school will give group Hirers 1 months' notice in writing of any changes.
- 23.2. In this instance, the hirer shall be entitled to terminate the hiring, in writing, within one week of receiving the notice of change in appliance with the 'Terms of Termination'. Any deposit paid will be refunded.

24. Responsibilities of the Site Manager


- 24.1. The Site Manager should be familiar with the terms and conditions of the hire including times, premises restrictions and the agreed use of the school's facilities and equipment.
- 24.2. The area being hired should be checked for adequate lighting and heating.
- 24.3. Check for any signs of damage to walls, floor, furniture and equipment before and after each hiring period.
- 24.4. Check all car park facilities are accessible.
- 24.5. Ensure provision for seating arrangements, catering and equipment is in place prior to the letting if the Hirer has requested their use.
- 24.6. Fire routes and exits should be checked to make sure they are not blocked and the hirers informed of the school's fire precaution procedures including the nearest fire escapes.
- 24.7. The Site Manager should be on the premises or within easy contact throughout the letting period and inform the hirers of how he can be contacted.
- 24.8. The Site Manager should be ready to respond to any emergencies by following the school's procedures in the event of injury, power-cuts, or damage to buildings. He/she should keep a list of emergency telephone numbers.
- 24.9. The Site Manager should inform the hirer that no one is to be admitted after 10:30pm where alcohol is being provided.
- 24.10. Premises should be reasonably secure throughout the hire period.
- 24.11. At end of hire, it is the caretaker responsibility to ensure the premises are empty and all lighting and heating is turned off.
- 24.12. A member of the Senior Leadership Team shall deputise in the absence of the Site Manager, or delegate a responsible person.

Signature of Hirer: _____ Date: _____

Print name of Hirer: _____

11. Policy Review

- 11.1. This policy was reviewed and adopted by the Resources Committee on 3rd February 2017. The Resources Committee will review the policy every three years or before in line with updates from Hertfordshire County Council or the Department of Education

Governance	Chair Person / Headteacher	Signature	Date
Resources Committee	Mr Dominic Spong		3 rd February 2017

Reviewable every three years in December 2020

Request for Premises Hire

Organisation/Name of Club/Hirer Name					
Name of Organisation to be billed					
Postal Address for billing					
Postcode					
Telephone number					
Email Address					
Person supervising Let on Site					
Contact Number					
Emergency Alternative Contact Name					
Emergency Contact Number					
Purpose of Hire					
Approx. Number of Participants					
Start Date		End Date			
Session times include preparation and clearing time					
Start time		End time			
Dates NOT required					
Space to hire	Rate per hour	Hours Required	Space to Hire	Rate per hour	Hours required

Declaration

I undertake on my own behalf/on behalf of the organisation that if permission is granted that I/the organisation will comply with the terms of the Hiring Agreement/Policy.

I acknowledge on my own behalf/on behalf of the organisation that I have received, read, signed and returned a copy of the Terms and Conditions of Hire from Ralph Sadleir School and that I/we will comply with the terms and conditions of hire.

I agree to pay for all costs associated with this hire and any damage or injury to property or persons caused as a result of this hire.

I agree to give one full month's written notice of any cancellation or I am aware that will be charged part or full hiring fee.

Declaration continued....

I declare that I am over 18 years of age and that I undertake to ensure that adult supervision will be in place throughout the hiring.

I understand that this booking is for a fixed period and that Academy events take precedence over this booking. The booking is therefore subject to cancellation at any time although the Academy will endeavour to give as much notice as possible, and any monies owed due to cancellation will be reimbursed.

I have ensured that DBS checks are in place in accordance with the Academy's safeguarding policy.

Signed (Hirer):

Print Name:

Date:

HIRE AGREEMENT

1. Ralph Sadleir School, Station Road, Puckeridge, Herts, SG11 1TF

2. The Hirer:

3. Address:

Telephone number:

4. Areas of the Academy to be used:

5. Specific nature of use:

6. Maximum Attendance:

7. Details of any Academy Equipment to be used:

8. Date(s) of Hire:

9. Period(s) of Hire:

10. Fee (specify per hour or per session):

£ _____

11. The Governing Body agree to hire the premises to the Hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified.

12. The Hirer accepts all the conditions of hire as set out in the attached Terms and Conditions document.

13. The Hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to obtain suitable insurance cover for any loss, damage or injury.

Signature:

(The Hirer)

Date: _____

Signature: _____

(On behalf of Ralph Sadleir School)

Date: _____

7 Principles of Public Life

1. Selflessness

Holders of public office should act solely in terms of the public interest.

2. Integrity

Holders of public office must avoid placing themselves under any obligation to people or organisations that might try inappropriately to influence them in their work. They should not act or take decisions in order to gain financial or other material benefits for themselves, their family, or their friends. They must declare and resolve any interests and relationships.

3. Objectivity

Holders of public office must act and take decisions impartially, fairly and on merit, using the best evidence and without discrimination or bias.

4. Accountability

Holders of public office are accountable to the public for their decisions and actions and must submit themselves to the scrutiny necessary to ensure this.

5. Openness

Holders of public office should act and take decisions in an open and transparent manner. Information should not be withheld from the public unless there are clear and lawful reasons for so doing.

6. Honesty

Holders of public office should be truthful.

7. Leadership

Holders of public office should exhibit these principles in their own behaviour. They should actively promote and robustly support the principles and be willing to challenge poor behaviour wherever it occurs.

More information can be found by visiting:

<https://www.gov.uk/government/publications/the-7-principles-of-public-life/the-7-principles-of-public-life--2>