

Lettings Policy: Terms & Conditions

To be read in conjunction with the school's Scale of Charges

VALUES STATEMENT

At Holy Trinity we welcome you to an exciting world of learning, discovery and friendship. We are passionate about nurturing every child, helping them to find and develop their own talents and be the best that they possibly can. Children will learn within a Christian community, surrounded by support, kindness, respect and fun; and will leave with fantastic memories to cherish forever.

Policy drafted by: April Owens

Date: Spring 2017

After School Club Terms and Conditions

Introduction

Education of children is the core purpose of Holy Trinity C.E. Primary School and use of the school premises for those educational purposes should be given priority over any lettings/afterschool applications. However, our school represents a significant capital investment by the Borough and the Diocese and can also offer a valuable resource for the local community. Furthermore, afterschool clubs offer enrichment opportunities for the children and any income raised can go towards the school running costs and to support the education of our pupils.

The Governing Body will make certain facilities available to community groups and commercial organisations, provided that this does not conflict with:

- The work of the school
- The interests of the pupils
- The wellbeing or the workload of its staff

The following activities are part of the corporate life of the school and are not regarded as lettings:

- Parents' meetings and school performances including events, e.g. Art exhibitions
- Meetings of the Governing Body and its committees
- Holy Trinity School PTA meetings or events

At all times, the use of the school premises outside the school day is under the control of the Holy Trinity Governing Body (Education Act 1986 – Section 42, No. 2).

Applications Procedure

Applications for after school clubs must be addressed to the Administrative Assistant.

The afterschool club organiser, who must be over the age of 18 (proof of identity may be requested), must fill in the "Application for Afterschool club", Appendix 2, stating specifically all the facilities required and the type of club etc. The person signing the form will be deemed "the Hirer" and will be responsible for the observance of the conditions and the ensuring order.

The required layout of furniture and equipment must adhere to the school health and safety requirements.

The Governing Body reserves the right not to accept any application for hire/afterschool club without necessarily stating its reason for doing so. It should be noted that a completed application form does not guarantee a letting will be accepted.

Hirers are required to sign a copy of the Afterschool Club Application annually if the club continues

Conditions of Hire

The hiring time may not be any later than 9pm except at the weekends by arrangement with the Caretaker.

The Caretaker and Headteacher (or nominated representatives) are the authorised representatives of the school and are empowered to enforce the conditions of hire and to refuse entry to, or require persons to leave, the premises.

The school reserves the right to refuse permission for use of the premises without giving a reason. The school reserves the right to cancel any permission to use the premises at any time and for any reason the school may deem necessary, or if it requires the premises for another purpose, or if any damage has been caused to the premises or there have been any breaches of law. No compensation shall be paid to the Hirer or any other person for the cancellation. Any fees paid will normally be returned unless the cancellation is due to damages.

School premises must be left in a clean and tidy state and clear of any rubbish.

Charges/Hire deposits

The afterschool club charges are listed in the accompanying Scale of Charges – Appendix 1. Charges are made per child attending the club. A non-refundable deposit may be requested to secure all one-off event bookings at the Head Teacher's discretion.

Charges must be paid in advance. Cheques may be made out to the school and sent to the School Business Manager with a copy of the signed hire agreement.

5. Cancellation/Hire Deposits

If one week's notice is given by the Hirer that they no longer require the use of the accommodation, the hiring fee will be returned minus any costs incurred. The school reserves the right to charge the full fee if one week's notice is not given.

Hirers wishing to cancel a regular booking will be required to give one month's notice and pay the full fee for that month.

The school reserves the right to cancel the booking:

- If the fees have not been paid before a one-off event hire, in which case the deposit paid by the Hirer shall be forfeited
- If the fees have not been received by the end of term for regular hires
- At any time, with reasonable notice and good reason. In these cases the Governing Body may cancel the booking and the deposit will be returned.

The school will give at least one half term's notice of termination for Hirers of regular bookings.

The Governing Body shall not be liable to pay any compensation in respect of the cancellation of any letting. However the school will refund any fees paid if the school has to cancel the letting due to school activities or if the accommodation is unavailable. School event provision will, at all times, take precedence over any other bookings and the Governing Body reserves the right to cancel the bookings at any time that impact on school service provision whether that be existing or planned.

Emergency Evacuation and Safety Conditions

- All access routes and exits must be completely free from obstructions at all times
- All exit doors must be readily available for use

- No overcrowding must be allowed in any part of the premises. Should numbers exceed safety levels, the school reserves the right to close down the event and the Hirer's deposit shall be forfeited
- All fire doors should be kept shut at all times

Health and Safety Policies

Hirers are responsible for their own employees. They should have their own Health and Safety Policies. Responsibility for service users, whether children or adults, falls to the organisation overseeing the activity.

Hirers are responsible for the Health and Safety of their own events, including all arrivals and departures from the premises. For larger events the dispersal of people, especially children, must be planned adequately by Hirers, with sufficient staffing and with no detrimental impact on neighbours or the local area. Risk assessments are to be completed by Hirers and given to the School Business Manager to review and keep on file.

Safeguarding

The London Borough of Richmond upon Thames and the Diocese is responsible for ensuring that all Hirers working directly or in an organised way with children and young people have effective policies and procedures in place for safeguarding children and child protection (section 11 of the Children Act 2004). All Hirers working with children must therefore show:

- Evidence that the organisation adheres to a safer recruitment policy. This includes copies of valid and up to date DBS clearances for all staff members, and a written policy on how references and identity is verified and checked.

In the event of a child protection disclosure or incident, it is the responsibility of the Hirer to inform either the designated Child Protection Officer, Mrs P Cox, or, in their absence the most senior member of staff on the premises before leaving the building. The Hirer should provide a written, dated and signed record of the disclosure or incident within 24 hours.

All other third party Hirers must ensure their organisation adheres to the current legislation in this regard.

Insurance

The school accepts no responsibility for loss, accident or injury to persons or property and the hirer shall indemnify the school against all loss and damage to property and equipment and injury or death of people. The Hirer is recommended to take appropriate insurance cover for this responsibility.

Damage or Loss to School Property

The Hirer is responsible for reimbursing the costs should any damage occur to the building, furniture, fittings or equipment, or any loss incurred, and is advised to take out appropriate insurance against this.

The Hirer must **not**:

- Staple/drive nails into anything or use blu tac
- Apply any preparation or material to floors to make them suitable for dancing as it causes a safety hazard at other times
- Make any alterations to the electrical installations
- Make any alterations to the heating, seating, fixtures or fittings without the consent of the School Business Manager
- Move pianos or alter the tuning of pianos without the consent of the school (in which case it will normally be carried out by professionals)
- Make alterations to the building structure or furnishings, or erect additional staging, scenery or curtaining without permission from the school. All such curtaining and scenery should be non-flammable

Property belonging to Hirers

Storage of any items on the premises, either prior to or following the event is not permitted unless by arrangement with the School Business Manager.

The Governing Body accepts no responsibility or liability for articles brought on to the premises

Sub-Letting

The Hirer shall not sub-let any part of the school accommodation and facilities

Parking

The Governing Body accepts no responsibility for the loss or damage to any vehicle left in the car park. The Hirers may need to supervise car parking to prevent obstruction

Licensing

The licensing requirements for public entertainments must be strictly complied with. For further details contact the licensing section of the Housing and Consumer Services Department on 020 8891 7859.

Entertainments for children must have regard to the requirements of section 12 (1 and 2) of the Children and Young Persons Act 1933 which covers the obligation to provide stewards to restrain the amount of children to the levels that the building can accommodate, to control the behaviour and movement of the children and to take reasonable safety precautions, and the penalties for failure to do so.

School premises are not licensed for gaming for the purpose of Section 13 of the Finance Act 1966.

The hirer is responsible for obtaining the necessary licenses from the Magistrates Court for the consumption and sale of alcohol.

Smoking

Smoking is prohibited in the school grounds. It is the Hirer's or a nominated representative's responsibility to ensure that everyone attending is aware that smoking is not permitted. In the event of a violation of this term, any subsequent damaged caused by smoking to floors, fixtures or fittings are the responsibility of the Hirer and must be repaired or replaced at the Hirer's expense.

Public Performance or Copyright Works

No lecture or dramatic or musical work or record in which a copyright subsists shall be performed on the premises, nor any recording or copy made, unless the consent of the owner of the copyright has previously been obtained by the hirer and all necessary fees paid, The Hirer must indemnify the school against demands as a result of a breach of infringement of copyright. (Please note that the Local Authority currently pays the Performing Rights Society for a blanket license that covers performances in schools for all works for which the Society holds the copyright, therefore permission need not be sought for these works only).

Rights of Access for School Staff

Rights of access to all parts of the school premises at all times are reserved for school staff or any authorised Council Officer or other person authorised by the Council.

Publicity

Publicity for events shall not be displayed on notice boards or other parts of the building without permission

Complaints Procedure

The complaints procedure for lettings/afterschool club is as follows:

- If the school has a concern about a letting/afterschool club, the School Business Manager or delegated representative will raise the concern with the Hirer
- If the matter remains unresolved, the Hirer will receive written notice of termination of the booking agreement
- If the Hirer has a concern, they should talk to the School Business Manager
- If the concern is still unresolved, the Hirer should follow the school's Complaints Procedure
- If a third party complains, the School Business Manager will, at first, deal with the complaint and attempt to resolve the situation
- If this is not successful, the concern will be taken to the Resources committee of the full Governing Body

APPENDIX 1

Scale of charges for Holy Trinity School

Charges for Holy Trinity School after school clubs

£3 per child per club per term

APPENDIX 2

Application for Holy Trinity Primary School Afterschool Club and use of facilities

The Person completing this form will be held to be the hirer and responsible for payment and ensuring compliance with the hiring conditions.

Please send the form to the School Administrative Assistant at least 14 days before use. Payment must be made in advance. (Cheques should be made out to Holy Trinity CE Primary School).

**Date of use..... Day of week.....Times: From.....
To.....**

Name of organisation/individual.....

What will the premises be used for?
.....

How many people will be present? Adults..... Children.....

How much will be charged for admission?
.....

Accommodation required

NB. Hirers are not allowed into any other areas of the school other than the area they have hired. Access will be via the main gate only

No chairs.....

Do you wish to use the Piano? Overhead Projector?

Please give details of any copyright materials to be used.....

Please note: No products containing nuts or sesame oil should be brought into the school.

Documents Required

DBS (enhanced check) and a copy provided Yes/No

Public Liability Insurance provided Yes/No

Completed Disqualification by association letter provided Yes/No

First aid certificate provided Yes/No

Contact numbers

Total Payment (Refer to Scale of Charges).....

Hirer's declaration

I declare that I am over 18 years of age and that the use of premises will be supervised by adults. I have read the After School Terms and Conditions and agree to follow the hiring conditions which I have read and understood and will pay the required charge.

**Name (in capitals).....
...**

**Contact details.....
.....**

Signature.....

Date.....

Types of Lettings

The Governors would welcome lettings for the following groups and activities:

Dance Schools
 Gymnastic clubs
 Singing groups
 Amateur dramatics
 Self-Defence classes (but not aggressive sports)
 Antiques and Collectors' Fares
 Local Resident Groups
 LEA Governor Training / LMS Groups
 Music Tuition
 Football and Cricket Clubs
 Multi-Activity Weeks in the summer – would be considered.

This list is not exhaustive and can incorporate many other activities.

Charges for Holy Trinity School lettings

Facility	Mon-Fri	Each	Saturday	Saturday
	First	Additional	First	Each
	Hour	Hour	Hour	Additional
Hall	£40	£20	£50	£30
Playground	£40	£20	£50	£30
Field	£40	£20	£50	£30

These rates are suggested for single lettings.

Regular lettings may be negotiated at lower rates if appropriate.

Insurance

Hirers are recommended to take out adequate third part public liability insurance. This is indicated on the form and within the notes which form conditions for hiring the school.

NB Lettings are at the school's discretion and the school retains the right to refuse a letting

Request for use of Holy Trinity CE Primary School Premises

The Person completing this form will be held to be the hirer and responsible for payment and ensuring compliance with the hiring conditions.

Please send the form to the Head teacher at least 14 days before use. Payment must be made in advance. (Cheques should be made out to Holy Trinity CE Primary School).

Date of use..... Day of week.....Times: From..... To.....

Accomodation required

Hirers are not allowed into any other areas of the school other than the area they have hired

Number of chairs.....

Will you need the use of the kitchen for drawing/heating water/preparing food or beverages or washing up? (delete as applicable) Yes/No

Name of organisation/individual.....

What will the premises be used for?

How many people will be present? Adults..... Children.....

How much will be charged for admission?

Will alcohol be served? Sold? Not consumed?.....

Do you wish to use the overhead projector?

Please give details of any copyright materials to be used.....

Please note:

No products containing nuts or sesame oil should be brought into the school.

The person hiring the hall needs to hold a DBS (enhanced check) and a copy provided.

Public Liability Insurance

Hirers are advised to take appropriate insurance. Evidence of hirer's own public liability insurance will be required.

Access

Access will be by the main school gate only

Hirer's declaration

I declare that I am over 18 years of age and that the use of premises will be supervised by adults. I agree to follow the hiring conditions which I have read and understood and will pay the required charge.

Name (in capitals).....

Signature..... Date.....

Address.....