

ST STEPHEN'S SCHOOL

LETTINGS POLICY 2024

| DATE APPROVED BY ST. STEPHEN'S CE PRIMARY SCHOOL | Autumn Term 2024 |
|---|---------------------|
| REVIEW DATE | Autumn Term 2025 |
| APPROVED BY | Full Governing Body |

1. Introduction

The Governing Body regards the school buildings and playground as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its pupils, the promotion of equality of opportunity and the community cohesion of the local area. Any lettings of the premises to outside organisations will be considered with this in mind.

2. Definition of a letting A letting may be defined as:

Any use of the School and the Hall for activities other than those listed below:

The following activities fall within the corporate life of the school. These activities are not considered to be lettings. Costs arising from these activities are therefore a legitimate charge against the school's delegated budget:

- Governing body meetings
- Extra-curricular activities for pupils organised by the school
- School performances
- Family learning
- Parents' meetings
- Meetings of the PTA
- PTA organised events
- Clubs run by the School or by people who work at the School for the pupils of the School

All these are called "School Lettings"

3. Priority for lettings.

The following lettings are especially encouraged:

- Educational activities open to school pupils and their families
- Recreational activities open to school pupils and their families
- Activities organised by local community groups for the benefit of the local community
- Lettings to parents attached to the school
- Lettings to people living in the school's local community
- Lettings to voluntary organisations
- Lettings to parent support groups
- Lettings to self-help groups
- Lettings to people with a disability
- Lettings to low income groups
- Lettings to children's groups
- Lettings youth groups
- Lettings to clubs for pupils of the school other than those run by the School or by people who work at the School

4. Types of Lettings & Charges

The Governing Body has agreed to authorise lettings and charges under the following categories:

New lettings from April 2024

- School Lettings : No charge
- Any Lettings for **community activities** other than School Lettings but including those lettings listed in paragraph 3 will be charged on the basis of full cost recovery.

<u>That is:</u>

A minimum of two hours hire for the hall – First two hours £75 and £30 per hour thereafter.

£15 per hour for classroom, **£15** per hour for playground, **£10** per hour for library.

• Any lettings for **commercial lettings** will be charged at cost plus an income margin for the school.

<u>That is:</u>

A minimum of two hours hire for the hall – First two hours £100 and £40 per hour thereafter.

£15 per hour for classroom, £15 per hour for playground, £10 per hour for library.

A returnable deposit of **£250** will be required before the event from all hirers who use the Hall outside school hours. This is a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating the school incurring additional costs for cleaning, caretaking or other expenses. If there are no breakages, damages or extra cleaning the cheque will be returned after the event.

The scale of charges will be reviewed annually by the Governing Body for implementation from the beginning of the next financial year, with effect from 1st April of that year. Details of current charges will be provided in advance of any letting being agreed.

For the purpose of charging, the Head teacher is empowered to determine to which group any particular individual or organisation belongs. The Head teacher is also empowered to offer any discounts or agree a subsidy for any lettings, as she deems appropriate. The basis of charging will be determined by the purpose for which a letting is arranged.

5. Letting times, available facilities and equipment

These are set out in the Standard Letting Conditions for use of school premises (attached).

6. Conduct of users

This is set out in the Standard Letting Conditions for use of school premises (attached).

7. Security

The Head teacher has delegated authority to determine the security risk for each letting and will be responsible for allocating a continuous security presence or other control measure. If the caretaker is required to be present there will be a charge for their attendance. All external doors must be closed at all times to protect the people on site. The people letting must manage the entrance and ensure that there is not free access from the public. Prior to the booking commencing, the school office or premises manager will provide a tour of the lettings space which include the locking up processes.

8. Safeguarding

When hiring a school premises, the school has due diligence to continue to have regard to keeping children safe in education 2024 as part of the hire agreement. 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 schools' 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 where services include children as participants.

This applies regardless of whether or not the children who attend any of these services or activities are children on your school roll

The hirer will be required to have appropriate safeguarding procedures in place, including an appointed DSL (designated safeguarding lead), safeguarding and child protection policy specific to your activity, and shall provide copies of these policies on request to the school.

If there is a chance that those hiring the premises will come into contact with school 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 that the hirers have had the appropriate level of DBS check, we may also ask for DBS evidence for any hire of events where children will be in attendance.

The schools expectations on safeguarding arrangements can be found in the DfE's guidance on <u>after-school clubs</u>, <u>community activities and tuition</u>. Please read this document carefully before a hire agreement is put in place.

Should any matters arise during a service/activity that require the schools attention, the provider should contact the school office on 0208 892 3462 and ask to speak the school business manager or head teacher, or send an email for the attention of the school business manager or head teacher to or <u>info@st-stephens.richmond.sch.uk</u>

9. Management of lettings

The Governing Body has delegated day-to-day responsibility for lettings to the Head teacher in accordance with the Governing Body's policy. Where appropriate, the Head teacher may delegate all or part of this responsibility, such as security, child protection to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Head teacher has any concern about whether a particular request for a letting is appropriate or not, she will consult with the Chair of the Governors.

A report on lettings will be made to the Governing Body and will include information on users, finances, incidents and accidents, enquiries, and any lettings refused.

10. Considering applications for lettings

Organisations seeking to hire the school premises should approach the Headteacher or Mrs Foot. Details of charges and the Standard Letting Conditions should be given to the potential hirer.

A record of all enquiries should be kept on file.

The Headteacher will decide on the application having consideration to:

- The priorities for lettings agreed by the Governor Body and set out in the school's lettings policy
- The availability of the facilities and staff
- The school's equal opportunities, health and safety, child protection policies
- The health and safety considerations such as numbers of users, type of activity, qualifications of instructors etc.

11. Issuing a Lettings Contract

Once a letting has been approved, a letter of confirmation will be sent to the hirer, enclosing a copy of the Standard Lettings Conditions and the Lettings Contract.

The Lettings Contract should then be signed and returned to the school. The school must be in receipt of the signed Lettings Contract and of any payment due and of the deposit if applicable before a letting takes place. Regular lets and Community lessees also need to provide a copy of their Public Liability Insurance before a letting can be agreed. One off, non-community lets are covered by the school insurance policy.

The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges. The school may seek payment in advance in order to reduce any possible bad debts and /or a deposit to cover damage. A guarantee card should support cheques wherever possible.

An official receipt will be issued for all payments received. All lettings fees received will be paid into the school's bank account. The income and expenditure relating to lettings will be clearly recorded by the school and reported under the guidelines for Consistent Financial Reporting.

The Head teacher on behalf of the Governing Body has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given in writing and any payment or deposit due is received in full. The reason for refusals should be recorded on the bottom of the application for lettings form and fully explained to the enquirer.

<u>Appendix</u>

St Stephen's School Hall Standard Letting Conditions for a Hirer

These conditions relate to any **Letting** of the School Hall of St Stephen's Church of England School to you being **The Hirer** by us **The Governors** of that School.

Our obligations

- 1. To honour your Letting unless the Hall is unavailable as a result of damage to it or any service required in connection with the Letting, or is required urgently by the School.
- 2. To ensure that all usual services are connected and working during your letting.

Your obligations

- To pay the Rental Fee promptly. Where the Letting is for more than one Letting Period one third of the Rental Fee for the entire Letting shall be paid before the first Letting Period, and the remainder by two instalments after one third and two thirds of the Lettings for which the booking was made have taken place. (With regard to regular ongoing bookings the Letting Period will be based on the School Term.) If the Letting is for one Letting Period only then the whole Rental Fee must be paid at the time of booking.
- 2. If the letting is a regular letting or a community letting evidence of Public Liability Insurance must be provided before the agreement is approved.
- 3. Not to use any part of the school apart from the Hall and toilet areas as indicated on the attached plan.
- 4. Not to use the School Playground which is expressly excluded from the Letting nor (except in case of emergency) to use the doors leading to the School Playground.

- 5. Not to use any of the contents of the Hall unless this has been agreed prior to the Letting. The piano, wall bars, gymnastic equipment, stage and sound equipment and other electronic equipment are available for separate hire but the hirer may be required to enter into a separate agreement, and pay an additional charge. All furniture or equipment may only be used as appropriate.
- 6. To ensure that the floor is not damaged by footwear or other equipment.
- 7. Not to allow bicycles, roller-skates, scooters, skateboards or similar to be used inside the Hall.
- 8. To be responsible for and pay for the cost of remedying any damage done to the Hall or its contents whilst the same is being used by the Hirer. Any damage which may occur must be reported to the Hall Manager or other proper representative of the Governors forthwith. The cost of the repair will be determined by the Governing Body who will obtain quotations from their normal maintenance providers.
- 9. At the end of each Letting Period to ensure that the Hall is left in a clean and tidy condition and that all furniture or other items are safely stored. If the Hall is not left in a condition that is satisfactory to the school, monies to cover the costs incurred by the school will be deducted from any deposit paid and any shortfall shall be payable by the Hirer. If no deposit has been paid the Hirer shall reimburse all such costs to the school.
- 10. At the end of each Letting Period to ensure that all litter, kitchen waste, and other refuse is removed from the Hall and disposed of lawfully by the Hirer. If the Hall is not left in a condition that is satisfactory to the school, monies to cover the costs incurred by the school will be deducted from any deposit paid and any shortfall shall be payable by the Hirer. If no deposit has been paid the Hirer shall reimburse all such costs to the school.
- 11. To ensure that upon vacating the Hall it is either properly secured and all doors locked or it has been handed over to another Hirer. Any keys given to the Hirer must be returned to the school office or other proper representative of the Governors or School, personally by the Hirer.
- 12. In all circumstances the Hirer shall vacate the Hall by 12.00 pm and all music must cease by 11.30pm.
- 13. Not to sub-let or share the use of the Hall or to allow any person excluded by the Governors under Condition 29 to use the Hall.
- 14. To ensure that all motor vehicles, including vans and motorcycles, and bicycles are properly parked away from the Hall and not so as to cause an annoyance to neighbours of the School. In particular not to take up parking

spaces outside the properties on the Chertsey Road nor to park on the Red Route or the pavement (which forms part of it) in front of the School.

15. To comply with fire and safety regulations and to keep clear all gangways, passages and exits. In particular these should not be obstructed with bicycles or equipment. Firefighting and security equipment must only be used if there is a fire or other emergency which warrants their use.

The maximum persons capacity for hire of the premises are:

- a. Hall 130 sitting
- b. Hall 200 standing
- c. Classroom Max 30 sitting
- 16. In compliance with School Policy, not to allow any person to smoke in or upon the premises.
- 17. At all times to ensure that all persons using the Hall as a result of the Letting behave in an orderly and well behaved manner at all times and when leaving the Hall they do so in a quiet and orderly manner. The Hirer is responsible for ensuring that adequate supervision is provided for this purpose.
- 18. To observe the provisions of any temporary or permanent notices erected in the Hall or any other part of the School premises.
- 19. Consumption and sale of alcohol must only take place in strict compliance with the Licensing Laws. Any person wishing to apply for a licence shall first obtain the written consent of the Hall Manager or other proper representative of the Governors forthwith. Any licence applied for must be displayed at the Hall in accordance with the law and a copy sent to the School prior to the date upon which it takes effect. No alcohol shall be allowed to be brought into the Hall or allowed to be consumed by any person under the legal age for this purpose.

Provisos

- 1. The Governors will not be responsible for any damage or injury caused to any person whilst using the Hall unless such damage is solely attributable to their negligence. The Hirer will indemnify the Governors against any such damage and will ensure that they have third party liability insurance sufficient to meet any claim against the Hirer which may arise from the Hirer's use of the Hall and evidence of this must be shown at the time of booking. The Hirer and those authorised by the Hirer shall be deemed to be aware of the state and condition of the Hall and shall take all care in using it.
- 2. The Rental Fee shall only be refunded if the booking is cancelled by the Governors owing to the circumstances set out in Condition 2. The Rental Fee

shall be payable even if the Hall is not used and shall be payable during any period of notice.

- 3. Lettings which do not specify a final booking date shall continue indefinitely until ended by one month's notice in writing given by either party to the other.
- 4. The address given in the Booking Form shall be deemed to be the address to which all notices and demands in respect of these Conditions may be sent.
- 5. If any sums are due to the Governors under these Conditions and are not paid within 7 days of demand the Deposit if any may be used to pay such sums and the Hirer shall forthwith make up the Deposit to the full amount.
- 6. The Deposit will be refunded (less any sums due to the Governors) within 1 month of the last Letting Period.
- 7. If the Hirer breaches any of these terms the Governors may with or without any warning by written notice terminate with immediate effect any or all Lettings to you.
- 8. If any person who uses the Hall during a Letting has caused damage to the Hall or has occasioned a breach of these terms in respect of any other Letting to any other Hirer then by written Notice to you the Governors may require that such person is excluded by you from the Hall during your Letting.
- 9. Rental Fees are set at least once every year and may be changed on one month's written notice. You may cancel any future Lettings in writing within one month of any notice of increase without penalty.

St Stephen's School Hall - Regular Letting Agreement

This form comprises the Agreement made between you and the Governors of St Stephen's Church of England School (**The Governors**) and expressly incorporates the School's **Standard Letting Conditions for Hirers**.

| Organisation upon whose behalf the Booking is made and this Form is completed (The Hirer): | | |
|---|--|--|
| Name of Hirer: | | |
| Address: | | |
| Is the Letting: [] weekly [] fortnightly [] four-weekly [] monthly [] | | |
| Name of Contact: [] other | | |
| Address: | | |
| Day of the week for the Letting: (If different from above) | | |
| [] Monday [] Tuesday [] Wednesday [] Thursday [] Friday [] Saturday [] Sunday | | |
| Telephone (Day): (Evening): (mobile): | | |
| Starting from (Date) of (Month) (Year) | | |
| E Mail: | | |
| [] or continuing until ended by one months notice by you (The Hirer) or us (The | | |
| Governors). (Letting Period) | | |
| Hours needed : From am/pm to am/pm. | | |

Your details:

(Continued over..../)

Letting details:

| Do you require: [] piano [] wall bars [] gym equipment [] soundequipment | | |
|---|--|--|
| [] stage equipment?* | | |
| $ m ^{*}$ NB - A separate agreement and/or fee may be payable for such items. | | |

| Hours in each Letting Period (Thirteen weeks)hours at \pounds | | |
|--|--|--|
| Number of Letting Periods (Maximum 4 ie: 1 year) | | |
| Total number of hours:X | | |
| Agreed Rental per hour £ | | |

Payment of Rental Fee and Deposit

(All Cheques payable to "St Stephen's School")

You agree to be bound by the School's **Standard Letting Conditions for Hirers** and you confirm that you have seen a copy and read them. Evidence of Public Liability Insurance will be shown before the booking is approved. You must further confirm that in the case of organisation bookings that you are authorised to sign on its behalf:

Signed:

| name) |
|---|
| on behalf of the Governors of St Stephen's Church of England School |
| Date: (date) of (month) (year) |
| |
| (name) |
| Hirer / on behalf of (organisation) |
| (position) |
| Date: (date) of (month) (year) |
| /Standard Letting Conditions for Hirers Attached overleaf |

COMMUNITY HALL BOOKINGS

- A minimum of two hours hire First two hours £75 and £30 per hour thereafter. £15 per hour - classroom, £15 per hour - playground, £10 per hour - library
- Evidence of Public Liability Insurance will be shown before the booking is approved.
- A returnable deposit of £250 (cheque made payable to St Stephen's School) will be required before the event. If there are no breakages, damage or extra cleaning required, this cheque will be securely shredded or returned after the event.
- The hall can be let on weekends up until midnight but music must stop at 11.30pm.

I agree to the above terms and conditions and enclose a deposit of $\pounds 250$ (cheque made payable to St Stephen's School).

| Name (printed) | |
|-------------------------|-------|
| | |
| Date of Booking | .From |
| Contact number or email | |
| | |
| Signed | Date |
| | |

COMMERCIAL HALL BOOKINGS

- A minimum of two hours hire First two hours £100 and £40 per hour thereafter.
 £15 per hour classroom, £15 per hour playground, £10 per hour library
- Evidence of Public Liability Insurance will be shown before the booking is approved.
- A returnable deposit of £250 (cheque made payable to St Stephen's School) will be required before the event. If there are no breakages, damage or extra cleaning required, this cheque will be torn up or returned after the event.
- The hall can be let on weekends up until midnight but music must stop at 11.30pm.

I agree to the above terms and conditions and enclose a deposit of $\pounds 250$ (cheque made payable to St Stephen's School).

| Name (printed) | |
|-------------------------|-------|
| | |
| Date of Booking To | .From |
| Contact number or email | |
| | |
| Signed | Date |