



# WILLIAM ELLIS SCHOOL

## Lettings Policy & Conditions of Hire

Approving Body	Personnel & Resources Committee
Adopted	24 <sup>th</sup> November 2016
Reviewed	6 <sup>th</sup> October 2023
Review Date	6 <sup>th</sup> October 2026
Review Period	3 Years

### **1) Purpose**

The purpose of this lettings policy is to enable us to provide access to services and facilities that contribute to meeting the needs of our local community, children and young people, their families, local residents and the wider community. The Governing Body aims to maximise school generated income from private out of school hours lettings, where this can be achieved without interfering with the school's prime function. This policy will be subject to review by the Governors Personnel & Resources Committee.

### **2) Extended Services**

Due note needs to be taken of the activities of William Ellis School to ensure that any out of hours activities are co-ordinated. The school will encourage the development of shared facilities, collaboration and partnerships with other schools or local organisations.

### **3) Commercial Lettings**

Income is not likely to be large when compared with school budgets, however the income could pay for small improvements.

The main costs of opening up the school will be:

- Payments for the Premises staff time, additional cleaning and energy costs
- Overhead costs to include administration and publicity costs

Community use will take priority over commercial lettings.

### **4) Considering Applications for letting**

Each potential hirer will complete a Booking Form to be considered. See Appendix Document C

### **5) Suitability of hirers**

When considering requests for lettings, due regard is to be given to the school's reputation and the manner, if any, in which the letting may reflect on the school. Lettings for political purposes, or those which are likely to give rise to inconvenience or offence to neighbouring residents, are to be refused. Authority to accept or refuse individual lettings is delegated to the Headteacher.

### **6) Licensing**

- a. Alcohol will be permitted only at the express consent of the School Governors. The Governors will not be obliged to give this consent or give reasons for refusal. Details of the license for the sale to the public of intoxicating liquor will need to be available for inspection
- b. A public entertainments licence may be required where a function is open to the public. The cost of obtaining any entertainments licence is to be met by the hirer. The hirer should ascertain whether or not a license is required for

there uses, and if so, to obtain and ensure full compliance with the necessary licence. These premises are not already licensed.

- c. The premises are not licensed under the Cinematography Acts and no inflammable films or materials of any inflammable nature should be used.

When commercial sound recordings (gramophone records, tape recordings or CDs) are publicly used an application for a license to use such recordings must be submitted to Phonographic Performance Limited, Evelyn House, 62 Oxford Street, London W1N 0AN.

- d. Under the conditions of the Performing Rights Society, hirers of educational establishments are required to furnish details direct to the Society of 'all musical works, whether published or in the manuscript, performed at the premises locally, instrumentally or mechanically, at entertainments for which a charge is made'. A form can be provided which should be completed and forwarded direct to the Performing Rights Society Limited immediately after the letting has taken place

#### **7) Cost and resource implications**

Premises costs and cost of administrating/marketing the letting all need to be considered when calculating the letting charge

#### **8) Equal opportunities**

The School's equal opportunities policy could also be applied to non-school use

#### **9) Safeguarding**

The DfE's Keeping Children Safe in Education applies to all those working in a school setting whether or not their job or an activity brings them into direct contact with pupils, and whether or not they are on the school's payroll.

Any letting where under 18's are involved or where there may still be pupils on site will be subject to further checks.

Before agreeing to any letting the school will ask to see a copy of the organisation's Child Protection/Safeguarding Policy and satisfy themselves that the organisation has appropriate procedures in place for safe recruitment, including (but not limited to) the taking up of checks through the Disclosure and Barring Service (DBS).

Where the school is making a letting to an individual the safer recruitment procedure should be followed as if the individual concerned were a member of the school staff, regardless of whether the children to whom they provide a service attend the school or not.

## **10) Health and Safety**

Lettings are to comply with the same health and safety requirement as those which are applicable to school activities. Any equipment installed for, or used during, a letting is to be installed/supervised by a properly qualified person. The hirer must be informed of fire exits at the time of the booking and is responsible for making their group aware of fire safety procedures at the start of each letting.

All organisations must complete a Risk Assessment Form (Appendix Document E) for the activities that are taking place on the school site.

The school will make the hirer aware of the fire procedures. There is a maximum number of people allowed to use individual rooms and facilities within the school.

The hirer shall be responsible for the prevention of overcrowding such as would endanger public safety and for keeping clear all gangways passages and fire exits

The hirer shall be responsible for providing adequate supervision to maintain order and good conduct.

## **11) Trading**

The advice of Camden Trading Standards Service is to be sought before any letting involving trading, such as car boot sales or auctions, is undertaken.

## **12) Insurance**

The hirer must show proof that they have their own public and employer's liability insurance. The cost of any additional insurance premium, if required, is to be met by the hirer. If the group is using specialist equipment, advice should be taken on whether the Public Liability Insurance covers the letting.

## **13) Security**

The Headteacher 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. The school will need someone on site at the time of the letting.

## **14) Restrictions on Lettings**

Lettings will not normally extend beyond 11.00pm. The sale and consumption of alcohol on the school premises will be at the Headteacher's discretion. Smoking is prohibited within 50 meters of the school site as well as on site. Food is to be consumed only in those areas of school designated prior to the letting.

## **15) Approval of Lettings**

Lettings are to be approved by the Headteacher or Deputy Headteacher. Contracts are to be entered into only with named individuals or designated agents of

organisations. The member of school staff responsible for the actual letting is also to be designated at the time of the booking.

### **16) Charges**

The hirer will in every case be charged an amount equal to or exceeding the actual cost of the letting to the school. The Governing Body has delegated responsibility for setting the charges to the Governors' Personnel and Resources Committee and may delegate this to the Operations Manager.

The charges will vary with each letting and are agreed with the school separately. Some types of letting attract VAT, for example, single lets of sports facilities and equipment hire.

A discount may be allowed for lettings requiring the use of several areas, for regular lettings or for lettings to groups who contribute to the life of the school. Exceptionally, lettings may be charged at cost at the discretion of the Headteacher.

### **17) Settlement**

Hirers are to be invoiced in advance, full payment to normally be received 14 days prior to the letting. Regular lettings will be invoiced on a term by term basis.

### **18) Deposit**

At the school's discretion, hirers are to pay a refundable deposit at the time of confirmation of booking, to be held against cancellation or any damage caused during the letting.

If block bookings are being made then these will be done on a termly basis with the full cost of the booking to be made before the start of that term.

### **19) Cancellation**

Cancellation by the hirer within 48 hours of the letting will result in the loss of the deposit. Cancellation between 7 days and 48 hours before the letting is to result in the loss of 50% of the deposit. Cancellation by the school after the letting has been approved is to be avoided wherever possible, and is to occur only in exceptional circumstance within 14 days of the intended letting.

In the event of block bookings cancellations of individual weeks by the hirer within 48 hours of the letting will result in the full amount of the cost of hire. Cancellation between 7 days and 48 hours before the letting is to result in the loss of 50% amount of the cost of hire

### **20) Conduct of Letting**

A designated member of school staff handling the letting, will inspect the facilities at the end of the letting and report any issues to the headteacher. The hirer is to make

sure that all mess is tidied and the facilities left as they were on arrival, during the time confirmed at booking. If additional time is needed for setting and packing up this will be charged at the same rate as agreed at the time of the booking.

## **Appendix A**

### **TERMS AND CONDITIONS OF HIRE**

**All those who use the premises are asked to read these terms and conditions and agree to abide by them by signing the Lettings Contract.**

1. The use of premises shall only be used for the purposes stated on the application and within the hours agreed in the letting agreement issued by the school. The hirer will be responsible for ensuring these conditions of occupation are observed.
2. Hirers providing services to children, whether pupils at the school or others, must have policies and procedures in place to ensure children's safety and must provide evidence of these to the school as required.
3. Payment for hire shall be made in advance and a returnable deposit against damage shall be paid on request.
4. The hirer shall be responsible for any damage to the school property or buildings caused by them or their guests. If the applicant causes damage to buildings or furniture the hirer will be required to report this to the school and pay for the damage caused. This will be in addition to the specified lettings charges.
5. Nominated Representatives of the School Governors must be given free access to the hired premises for the purpose of inspection. The School Governors also reserve the right to cancel any letting in which case a proportion of the charges will become refundable
6. The hirer shall affect Third Party (public Liability) insurance within a minimum indemnity limit of six million pounds for any one occurrence to cover its legal liabilities for accidents resulting in injuries to persons, including participants in the hiring activity, and/or loss of or damage to property including the hired premises, arising out of the hiring of educational premises

The school will not be responsible for any injury to persons or damage to property arising out of the hiring if the premises unless such injury or damage results from the negligence or breach of statutory duty on the part of the School

7. The sub-letting or sharing of the premises is prohibited.

8. The charge for accommodation includes the use of furniture only within the room. In the event of the hirer requiring additional furniture a separate charge will be made according to circumstances. On the days when the school is in session articles such as pianos, tables flowers etc. may not be delivered to the school before 4.30pm on the day of use, unless arrangements for early delivery are made with the Site Manager. The hirer should remove all chairs or other furniture, decoration and any other materials introduced into the premises, within an agreed reasonable time after the period of hire. If this is not done, the School Governors will be entitled to remove and dispose of such items and the Hirer will pay the cost of removal (less the proceeds of disposal where relevant) on demand.
9. Special preparations, such as those required for the purpose of dancing, must not be applied to the floors without specific approval. The Site Manager can advise
10. Any fees for music, performance, alcohol or entertainment licensing is to be paid by the hirer. The hirer should ascertain if these are required and provide the documentation for inspection when asked.
11. The hirer shall be required to take any precautions necessary to ensure the safety of those attending the event/function, including
  - a. Ensuring the means of escape from fire are not blocked or impeded
  - b. Ensuring those attending do not use the school's equipment or portable items unless otherwise agreed at the time of booking
  - c. Ensuring the prevention of overcrowding such as would endanger public safety
  - d. Completing Risk Assessments where necessary
12. Smoking or illegal drugs are not allowed to be brought onto or consumed on the school premises. Alcohol is not to be sold to the public or supplied on educational premises without the express consent of the School Governors.
13. The hirer will be responsible for ensuring that any of their electrical equipment brought on site has an up-to-date PAT test certificate.
14. The hirer shall not cause any noise nuisance to neighbouring residents and shall behave reasonably at all times.
15. The Governors take no responsibility for First Aid Provision. Hirers are recommended to provide their own First Aid cover at events.
16. The hirer shall ensure that all facilities are left in a clean and tidy condition at the end of the letting. If this is not the case any additional cleaning cost must be met by the hirer.

17. Nothing in this agreement shall create a tenancy

**Appendix B**

Declaration by the Hirer:

- I. I am over 18 years of age.
- II. I have read the lettings policy along with the Conditions of Hire and agree to abide by them
- III. I Confirm that insurance arrangements are in place in accordance with clause 6 of the Conditions of Hire.
- IV. I confirm that all licences that may be required for the activities during the hire period have been obtained/applied for/will be applied for before the date of first use
- V. I agree to indemnify the school for any loss arising out of a breach of this agreement
- VI. I agree to complete any necessary risk assessment for activities undertaken on the premises
- VII. I agree to provide all safeguarding documentation in line with KCSIE guidance if under 18's are to be present at the letting
- VIII. I agree to pay in full the cost of the letting 14 days before

For and behalf of:  
The Governing Body of William Ellis School

Signed.....

Name.....

Position.....

Date.....

For and behalf of:  
..... (The Hirer)

Signed.....

Name.....

Position.....

Date.....

### Appendix C



## William Ellis School

### Lettings Application Form

To the hirer:

Please complete the request form below and return to the school in person or to [HR@williamellis.camden.sch.uk](mailto:HR@williamellis.camden.sch.uk) All lettings are at the discretion of School Governors and the School has the right to refuse any application or cancel bookings.

### Hirer Details

Name of Applicant

Organisation name

Organisation Activity (eg football club)

Address

Telephone Number

Email address

### Summary of booking request

What type of event/activity is it for?

Date & Time

### What Facilities do you require?


Facilities Required	Please tick	Date(s) requested	Start & End Time (please include your set up and clear up time)	Equipment needed. Please state quantity
Sports Hall	<input type="checkbox"/>			
Main Hall	<input type="checkbox"/>			
Drama Studio	<input type="checkbox"/>			
Classroom	<input type="checkbox"/>			
Outside Pitch	<input type="checkbox"/>			

### Tell us about your activity/event

<b>Number of people <u>expected</u></b>	<b>Adults:</b>	<b>Children (Under 18):</b>
<b><u>Maximum</u> number attending</b>	<b>Adults:</b>	<b>Children (Under 18):</b>
<b>Does your event/activity require qualified, licenced or DBS checked staff to deliver it?</b>	<b>Yes/No</b>  If yes, please show the school relevant documentation confirming that your supervising adults/coaches will be appropriately qualified/licenced/DBS checked	
<b>Does your organisation have Public Liability and Employer Liability insurance covering this event/activity?</b>	<b>Yes/No</b>  If yes, please show the school relevant documentation	
<b>Who is your event for?</b>	<b>Open to the public</b>	<b>Yes/No</b>
	<b>Only members/invited guests</b>	<b>Yes/No</b>
<b>Will a music/performance licence be needed?</b>	<b>Yes/No</b>  NB: Obtaining this is the Hirer's responsibility not the school's	
<b>Will there be an admission charge for your event activity?</b>	<b>Yes/No</b>	
<b>Will alcohol be served at your event?</b>	<b>Yes/No</b>	

	If yes, please discuss this with us
<b>Other arrangements/requests</b>	

Appendix D

	<h1>William Ellis School</h1>
<b>Lettings Risk Assessment</b>	
<b>Hiring Organisation/Name</b>	
<b>Risk assessment completed by</b>	
<b>Date</b>	
<b>Review Date</b>	

Risk rating: Likelihood (outcome)

	Insignificant Injury	Significant Injury	Major Injury
Unlikely	Trivial Risk	Low Risk	Medium Risk
Possible	Low Risk	Medium Risk	High Risk
Probable	Medium Risk	High Risk	<b>STOP</b>

