



Lettings Policy

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| Document history | |
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| A copy of this document can be obtained from | The schools' website The schools' network |
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| Related documents | |
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The Governing Body

1. The Governing Body of John Rankin Schools aims to maximise the use of the school for the benefit of the local community, without detriment to the school or its site. Groups and individuals may hire certain school facilities, subject to availability and in accordance with the terms and conditions for hire, as determined by the Governors and in accordance with West Berkshire Council Guidelines.
2. The Governors delegate the day to day decision making to the Headteacher or their representative, who will arrange for the necessary accounting and admin procedures in accordance with the Financial Regulations and Contract Rules of Procedures of West Berkshire Council.

Charges

3. Charges will be reviewed on an annual basis. The level of charges will be set and agreed by the Governing Body. The following factors will be taken into account:
 - a) Groups using the school on a regular letting.
 - b) Single functions.
 - c) Weekend and school holiday usage; subject to the availability of a school representative.
 - d) Types of facilities used.
 - e) Hirer's existing relationship with the school.
4. In the unlikely event that John Rankin Schools have to cancel the booking, the Hirer will be reimbursed any advance payments, although the School will not incur any other liability.

Risk Management and Insurance

5. An appropriate risk assessment shall be carried out and a Hirer's Agreement Form must be completed in full in advance of the letting taking place.
6. Lettings can only be entered into with companies, firms and individuals. Where a club wishes to hire, the agreement will be with the officer of the club completing the Hirer's Agreement Form and that individual will be liable for any debts arising.
7. For long-term lets (of more than six months) the Hirer must provide in advance of the hire period, documentary evidence of Public Liability insurance with a minimum cover of £5 million. If they are unable to do so, then the letting cannot take place.
8. When the letting is ongoing, the Hirer must provide documentary evidence of the insurance at renewal date. If they are unable to do so, then the letting cannot take place.
9. Hirers should ensure that their public liability policy includes damage to premises under their control.
10. The Hirer accepts that he/she should familiarise him/herself with the position of the telephones, escape routes, fire alarms and fire-fighting equipment. Notices regarding the procedures in relation to action in the event of fire should also be studied and the information disseminated. The Site Controller will advise if required to do so.
11. The Hirer further agrees to indemnify the Schools against all claims, actions and liabilities arising from the use of the premises by the Hirer apart from claims and actions arising through the negligence of the Schools, its servants or agents.
12. All lettings must be in-line with the LA and Schools' H&S procedures.
13. Children's parties will be covered by WBC's Safeguarding policy, however, regular lettings have to either provide their own safeguarding policy, or be given the option to adopt the schools' policy. Confirmation of this will be outlined in the Hirer's Agreement Form.

Hirer's Agreement Form

14. Initial enquiries will be made through the JRS website's Lettings page or by emailing lettings@jrs.w-berks.sch.uk.
15. The enquiry will be checked as to whether there is availability and that opening, closing and stand-by support can be given.
16. Once availability has been confirmed a Hirer's Agreement Form will be sent to the Hirer detailing the letting and costs.
17. The Hirer shall be expected to complete the form fully before signing and sending back as an agreement to fully comply with the West Berkshire Council's terms and conditions, set out in Hirer's Agreement Form.

Deposit

18. A refundable deposit of £100 will be required from hirers who wish to use the facilities (except for long-term lettings of more than six months). In the event of damage to school property, equipment or fittings, or in the event of additional cleaning being required over and above the half hour included in the stated hire charge, the deposit shall be adjusted accordingly and only the balance, if any, refunded. If the additional costs exceed the deposit held, then a supplementary invoice shall be raised for the balance.

Payment Terms

19. Payment shall be made in advance. Payment shall be expected at least three working days before the event. At least three working days' notice of cancellation is required (in writing) otherwise the hirer shall be invoiced for the full hire charge.
20. Regular lettings will be invoiced monthly in arrears.

School Representatives

21. The Headteacher shall be responsible for implementing this policy, and may delegate this responsibility to nominated representatives for the administration of bookings, agreeing charges with hirers and ensuring compliance with the Council's financial regulations.

Facilities Available for Hire

22. The playing fields and the school halls are the facilities usually hired for use. Toilets will be included in the hire of the school halls. Use of the kitchen at both JRJ and JRI is available for use on completion of a Conditions of Use Agreement. Classrooms, other rooms and the adventure playgrounds may be available for hire but only by specific arrangement.
23. In the case of the playing fields, in the event of bad weather, the school may, at the sole discretion of the Headteacher or their nominated representative, cancel the use at short notice. Hire charges and deposit will be refunded in full. The Schools and/or its Governing Body shall not accept liability for any other losses sustained as a result of such cancellation.

Capacities

24. The capacities of any event should be agreed prior to booking and shall not exceed the maximum capacity for the given area.
25. While there is no fixed ceiling capacity for the playing fields, anticipated attendance shall be discussed with the Headteacher prior to making a booking, particularly concerning car parking.

Equipment

26. Equipment such as musical or other equipment could be arranged at an additional cost on a case-by-case basis, except for chairs and tables which are available at no extra cost. These shall be requested at time of booking. The Hirer is responsible for ensuring that anything with in

the letting, e.g. areas, equipment, is left in the same condition as it was at the beginning of the hired session.

27. The Hirer agrees that no equipment will be used without approval and that the installation of the Hirer's equipment will be carried out by competent personnel. Electrical equipment must carry a current PAT test label.

Restriction to Hire

28. Certain events and functions require a Public Entertainment Licence. Advice on this can be obtained from West Berkshire Council's Public Protection Department.

Smoking

29. A no smoking, including vaping, policy is operated at the school, and therefore smoking is not permitted anywhere on the school premises.

Parking

30. Parking shall be confined to the designated car parking areas. Outside school hours, parking may be permitted on the asphalt areas of the playground by prior arrangement. Other areas may be negotiated through the Headteacher.
31. West Berkshire Council and the Governing Body cannot be held responsible for any loss or damage to any vehicle parked on school premises.

Periods of Availability

32. The school facilities shall usually be available for hire Monday to Friday during term time only from 15:15 to 22:00 hours. Lettings likely to extend beyond these times and lettings for weekends and outside these times may be available subject to negotiation with the Headteacher and/or a member of the School Business Team and depend on the availability of a school representative. Hiring charges for these periods may be premium priced
33. In any event, all lettings will terminate by midnight, and all users having vacated the premises by then, in an orderly and quiet fashion. All vehicles shall also have left the school premises by then.

Notice Periods

34. The Governing Body of John Rankin Schools reserves the right to cancel a hiring agreement, with a notice period of four weeks. Where a cancellation is made by the school, the hirer (whether regular or occasional) will be entitled to a full refund of any pre-paid hire charges. Should the actions of those hiring our facilities be detrimental to the school and its pupils or reputation, the Governing Body of John Rankin Schools reserves the right to cancel the hiring agreement with immediate effect.

Lettings Charges

35. For JRI and JRJ the hall (and toilets) lettings charges are £25 for the first hour, then £10 per hour thereafter. All other facilities will be negotiated on a case by case basis.
36. Day rates for lettings outside of term time will be negotiated with the hirer on a case by case basis.
37. For long term high income lettings, the School reserves the right to negotiate a discounted rate with the hirer on a case by case basis.
38. For any clubs running after school on school grounds (inside or outdoor space) the lettings charges will be at a reduced rate of £5 per session as long as the club is run solely for the benefit of JRS pupils, and is held straight after school and will be invoiced in line with the procedures set out in this policy.

Appendix 1 – JRS Hirer’s Agreement



**CONTRACT FOR THE HIRE OF SCHOOL ACCOMMODATION AND EQUIPMENT BY INDIVIDUALS,
COMPANIES, ORGANISATIONS, SCHOOL PTA**

CONTRACTS ARE **NOT** ENTERED INTO WITH A CLUB. IF THE PREMISES ARE TO BE HIRED ON BEHALF OF A CLUB THE CONTRACTING PARTIES SHALL BE **THE SCHOOL AND AN INDIVIDUAL OFFICER OF THE CLUB**. THE HIRER SHALL BE LIABLE TO THE SCHOOL FOR ALL DEBTS AND LIABILITIES THAT SHALL ARISE UNDER THIS AGREEMENT.

IN CONSIDERATION OF JOHN RANKIN SCHOOLS AGREEING TO HIRE TO ME/US

MY/OUR NAME:

ADDRESS:

..... POST CODE:

TELEPHONE NUMBER:

OCCUPATION:.....

THE FOLLOWING ACCOMMODATION
(state requirements, rooms, hall, playing field, car park etc.):

PLUS (if applicable) any additional equipment (e.g. school piano, television, shower facilities etc.) as specified here:

FOR THE PURPOSES OF (fully state the purpose of the hire of the premises):

ON (insert date(s)):

FROM (insert times) TO

IN ACCORDANCE WITH THE SCHOOL’S LETTINGS POLICY, CONDITIONS OF HIRE AND SCALE OF CHARGES, I/WE (otherwise referred to herein as the hirer, my/our, myself/ourselves, me/us) HEREBY AGREE:

1. that the School reserves the right to terminate the hire with immediate effect should it be found that any part of the School and/or its equipment has been damaged, stolen or used inappropriately or if as a direct consequence the hire of the premises impacts on the operational function of the School for its primary purpose;
2. to hire and use the accommodation/equipment as detailed above in accordance with the School’s lettings policy and conditions and charges which I/we confirm that I/we have seen, read and understood;
3. that the School may, at its discretion, demand full payment of its charges or any part thereof in advance of the hire taking place whether before or during the duration of this agreement whereupon I/we shall pay the school’s charges on demand;

4. that I/we have read, understood and agree and shall observe, fulfil and comply with all the Conditions set out below.
- a) I/we agree that all requirements relevant to the hire of the premises will be complied with, including obtaining any necessary licence (such as for the sale of alcohol) and that all personnel employed by the hirer or involved in the activity concerned will be informed of these requirements and conditions.
 - b) Three clear working days' notice is required in order to cancel a booking. If this notice is not given I/we will be required to and agree to pay the full hire charge.
 - c) VAT may be applicable in certain circumstances and for certain hirings. I/we have enquired and established at the time of making the booking whether VAT is payable.
 - d) I/we will ensure that a responsible person will be present on the premises at all times during the full period of the hire.
 - e) I/we accept full responsibility for damage to or theft from the School's and Council's property, over which I/we have control, occurring during the period of hire of the premises.
 - f) Any cleaning undertaken which, in the opinion of the officers of the School, is required as a result of the hiring and outside the scope of the agreed hire charge, will be charged to me at the appropriate rate.
 - g) The School and West Berkshire Council accept no responsibility whatsoever for any loss of or damage to personal property, howsoever caused, brought into or left in the premises during or as part of the hire of the premises, unless such loss or damage arises as a direct result of the negligence of the School or West Berkshire Council.
 - h) The School and/or West Berkshire Council shall not be liable to the Hirer for any consequential loss.
 - i) If I/we discover any hazard(s) regarding access to the school premises or regarding the equipment to be used, whether before or during the hire of the premises, I/we shall immediately make a representative of the School aware of the hazard(s).
 - j) I/we agree that no equipment will be used without the prior written approval of the Head Teacher or an authorised representative of the School, as the case may be, and that the installation and use of my/our equipment will have been agreed by the Head Teacher or an authorised representative of the School in advance of such use or installation and the use or installation will be carried out by trained and competent personnel.
 - k) I/we agree to familiarise myself/ourselves with the position of telephones, escape routes, fire alarms and fire fighting equipment.
 - l) I/we agree to read and ensure that I/we understand any notices regarding the procedures to be followed, and action to be taken, in the event of fire and I/we agree to ensure that that such information will be passed on by me/us to anyone using the premises during the period of hire.
 - m) I/we shall indemnify the School and West Berkshire Council against any legal liability for loss, damage, demand or proceedings whatsoever, arising under statute or at common law, for damage to property, which shall include the hired premises, or personal injury to or death of any person, caused during or by circumstances arising from, related to or connected with the hire of the premises except where arising from the negligence of West Berkshire Council, the School or its Governing body.
 - n) I/we agree to effect Third Party/Public Liability Insurance against any legal liability for loss, damage, demand or proceedings whatsoever, arising under statute or at common law, for damage to property, which shall include the hired premises, or personal injury to or death of any person, caused during or by circumstances arising from, related to or connected with the hire of the premises on the following basis:
 - i) accidental bodily injury or disease, including death to third parties and in respect of damage to their property – **limit of indemnity not less than £5 million**
 - ii) accidental damage howsoever caused, including by fire, to the premises on hire – **limit of indemnity not less than £5 million**

EXCLUDED LETTINGS

- Political meetings
- Professional Entertainment promotions

SIGNATURE OF HIRER (where hirer is an individual**):

OR

AUTHORISED SIGNATORY (where hirer is a firm, partnership, company or organisation**):

.....

POSITION:

DATE:

WITNESSED BY (signature):

NAME OF WITNESS (block letters):

ADDRESS OF WITNESS:

..... POST CODE:

OCCUPATION:

[If applicable, the invoice in respect of payment for the hire of the said accommodation/equipment may be forwarded to:

.....

.....]

**** If the hirer is a firm this agreement must be signed by a partner of the firm. If the hirer is a limited company this agreement must be signed by a director or the secretary of the company. If the hirer is a club or similar organisation this agreement must be signed by an authorised officer of the club or organisation. This form must be returned to the school at least 7 days before the proposed date of the hire.**

Appendix 2 – JRS Letting Check List



Letting Check list

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| Hirer's Name: | |
| Date of letting: | |
| Event type: | |
| Area(s) being hired: | |
| Hirer's agreement: | |
| Received by: Name: | Signature: |
| Date: | |
| Insurance certificate received (date): | |
| Received by: Name: | Signature: |
| Date: | |
| Deposit Paid (short term lettings only - under six months in length): | |
| Amount: | |
| Received by: Name: | Signature: |
| Date: | |
| Deposit Returned (short term lettings only - under six months in length): | |
| Amount: | |
| Received by: Name: | Signature: |
| Date: | |
| Invoice issued: | |
| Amount: | |
| Issued by: Name: | Signature: |
| Date: | |
| Invoice paid: | |
| Amount: | |
| Paid by (method): | |
| Date payment shows on bank account: | |
| Name: | Signature: |