



## Lettings Policy

<b>Document history</b>	
Date approved	6 June 2019
Approved by	Resources and Premises Committee
Review date	June 2020
A copy of this document can be obtained from	The schools' website The schools' network
<b>Related documents</b>	

## **The Governing Body**

1. The Governing Body of the 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 her 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 the 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 Liability 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 Liability 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 school's policy. Confirmation of this will be outlined in the covering letter.

### **Hirer's Liability Form**

14. This form is available from the school office and shall be completed and returned to the school at least 14 days prior to the proposed date of letting.

15. The Hirer shall be expected to comply fully with the West Berkshire Council's terms and conditions, set out in Hirer's Liability Form.

### **Deposit**

16. 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**

17. 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.

18. Regular lettings will be invoiced monthly in arrears.

### **School Representatives**

19. 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**

20. 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.

21. In the case of the playing fields, in the event of bad weather, the school may, at the sole discretion of the head teacher 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**

22. The capacities of any event should be agreed prior to booking and shall not exceed the maximum capacity for the given area.

23. 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**

24. The School shall not provide any materials, musical or other equipment, except for chairs and tables at no cost. These shall be requested at time of booking. The Hirer is responsible for ensuring that the area is left in the same condition as it was at the beginning of the hired session.

25. 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**

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

### **Smoking**

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

### **Parking**

28. 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.

29. 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**

30. The school facilities shall 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

31. 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 vacated the school premises by then.

## **Notice Periods**

32. The Governing Body of The 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 The John Rankin Schools reserves the right to cancel the hiring agreement with immediate effect.

## **LETTINGS CHARGES**

### **Charges**

For JRI and JRJ the hall lettings charges are £25 for the first hour, then £10 per hour thereafter.

Day rates for lettings outside of term time will be negotiated with the hirer on a case by case basis.

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.

For any clubs running after school on school grounds (inside or outdoor space) we ask for a **5% payment** on revenues taken for that session. For example a club costing £5 per session, running with 30 children, the school would be invoiced for £7.50 per week to the club leader. If this club ran 3 days a week, the payment would be £22.50 per week. These payments would be invoiced monthly.