



# Hampton Primary Partnership

## Lettings Policy

**(to be read in conjunction with the relevant school's Scale of Charges)**

|                  |                     |
|------------------|---------------------|
| Last review date | April 2023          |
| Next review date | September 2024      |
| Reviewed by      | Resources Committee |
| Statutory policy | No                  |
| Created by       | Resources Committee |

| Version | Date       | Comments   | Review  |
|---------|------------|--|---------|
| 1       | April 2023 | Added an additional condition of hire for disadvantaged children<br>Clarified the difference between community and commercial hire rates | Sept 24 |
| 2       | June 2023  | Added information regarding Minibus Hire   | Sept 24 |

Hirer's name.....

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

## **1. Introduction**

Education of children is the core purpose of Hampton Primary Partnership, and use of the school premises for those educational purposes should be given priority over any lettings applications. However, our schools represent a significant capital investment by the Borough and can also offer a valuable resource for the local community. Furthermore, letting our school facilities generate income 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 schools
- 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, eg art exhibitions)
- Meetings of the Governing Body and its Committees
- Hampton Infant School and Nursery Association (HISNA) or Friends of Hampton Junior School (FoHJS) meetings or events

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

## **2. Application Procedure**

Applications for the use of school premises must be addressed to the Federation Business Manager.

The Hirer, who must be over the age of 18 (proof of identity will be requested), must fill in the "Application for hire of school facilities" stating specifically all the facilities required and the precise reason for hiring, e.g. dance, concert, meeting etc. The person signing the form will be deemed to be "the Hirer" and will be responsible for the observance of the conditions and 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 without necessarily stating its reason for doing so. It should be noted that a completed application form does not guarantee that a letting will be accepted.

Hirers are required to sign a copy of the Lettings Policy annually if the letting continues.

### **3. Conditions of Hire**

The duration of hire of both school premises are subject to agreement.

The Premises Manager, FBM or members of Executive Leadership Team (ELT) (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.

### **4. Charges/Hire Deposits**

The hire charges are listed in the accompanying scale of charges. Charges are made per hour. A non-refundable deposit is required to secure all one-off event bookings may be requested at the ELT discretion.

Invoices for lettings will be sent to the hirer at least 30 days in advance and settlement is due 7 days before hire is to commence. Payment is to be made via bank transfer to bank details for Hampton Primary Partnership as found on the invoice.

Charges for lettings will be reviewed annually by the Federation Business Manager.

### **5. Cancellation of bookings**

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 a 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.

In the event of the school cancelling a booking, an alternative date will be offered wherever possible. 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 any bookings at any time that impact on school service provision whether that be existing or planned.

## **6. 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 must 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 will have no detrimental impact on neighbours or the local area. Risk assessments are to be completed by the Hirers and given to the School Business Manager to review and keep on file.

## **Safeguarding**

The London Borough of Richmond upon Thames 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 pupils from our schools in after-school clubs must therefore adhere to our separate 'After School Clubs Agreement' and show:

Evidence that the organisation adheres to a safer recruitment policy. It is also vital that all staff, or any adults working with children, have a valid and up-to-date enhanced DBS certificate that has been seen in its original form by the Hirer and school.

In the event of a child protection disclosure or incident, it is the responsibility of the after-school provider to inform either the designated safeguarding lead (DSL) or deputy DSL or, in their absence, the most senior member of staff on the premises, before leaving the building. The Hirer will be required to 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 current legislation in this regard.**

## **7. Insurance**

The School does not accept any liability or responsibility for damage, injury or loss arising from the actions of the Hirer. The Hirer is therefore required to place appropriate Public Liability Insurance to indemnify the School against third party claims for damage, injury or loss with a reputable insurer and provide evidence of this insurance annually and when requested to do so by the School.

## **8. 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**:

- drive nails, pins or staples into anything,
- 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 without express permission.
- make any alterations to the heating, seating, fixtures or fittings without the consent of the Federation Business Manager/ELT
- 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 Federation Business Manager/ELT. All such curtaining and scenery must be non-flammable.

## **9. Property belonging to hirers**

- Storage of any items on the premises, either prior to or following the event, is not permitted.
- The Governing Body accepts no responsibility or liability for articles brought on to the premises.

## **10. Sub-letting**

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

## **11. 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.

## **12. 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.

## **13. Smoking**

**Smoking is prohibited on the school grounds.**

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

## **14. 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 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 school for all works for which the Society holds the copyright, therefore permission need not be sought for these works only.)

## **15. 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.

## **16. Publicity**

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

## **17. Complaints procedure**

The complaints procedure for lettings is as follows:

- If the school has a concern about a letting, the Federation 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 Federation Business Manager
- If this concern is still unresolved, the Hirer should follow the school's Complaints Procedure
- If a third party complains, the Federation 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 Finance & Facilities committee of the Governing Body.

## **18. School clubs and behaviour**

Following recent Ofsted guidance, schools are increasingly responsible for the behaviour of pupils whilst on the school site, this includes breakfast and after school clubs. In line with this, both HPP schools will monitor behaviour in clubs both formally and informally. With any formal monitoring, the club provider will be notified a week in advance of a visit by a member of the school ELT Feedback will be provided on request. Any concerns around behaviour will be raised with the club provider and actions agreed. If behaviour continues to be an area of concern the club may be cancelled.

HPP has a clear behaviour policy which demonstrates the high expectations we have for all children whilst on the school site. We ensure that children are aware of and understand the core 'Bee Rules' which are well established across the partnership. We would therefore expect that these expectations continue into all clubs which run from the school site with adults seen as positive role models. Clubs should have clear behaviour procedures and strategies in place to ensure children are safe and behaving appropriately.

## **19. Allocated PPG places - Condition of Hire**

HPP are committed to providing opportunities for children from disadvantaged backgrounds to attend extra curricular clubs. It is a condition of hire that all clubs with the capacity of over 10 children operating immediately before or after school, or during the school day, will provide a place to a child who is identified by the school as disadvantaged, free of charge. Clubs operating with the capacity of 30 children and above per session immediately before, after or during the school day will provide two club places to children who are identified by the school as disadvantaged, free of charge. The places will be managed by the school at the start of each term, and there will be no charge to either the school or the parents for these allocated PPG places.

## **20. Minibus Hire**

HPP have an agreement with the following local schools for reciprocal free of charge use of each school's minibus for local school events:

Carlisle Infant School  
Buckingham Primary School  
St Mary's Hampton  
Hampton Hill Junior School  
Hampton High School  
Clarendon School  
Heathfield School  
Stanley Primary School

This reciprocal arrangement is for events such as local fixtures. Any request to take the minibus to any event that is not within the local area would be a chargeable hire. Lending the minibus under the reciprocal arrangement is to be agreed by the Federation Business Manager, and a copy of the drivers licence of the driver or DVLA check certificate will need to be sent in advance of the event and kept on file. The driver should have category D1 on their licence. Whilst there is no hire charge, the borrowing school must ensure that they replace any fuel they have used, to be agreed with the Premises Manager. Any fuel not replaced when the minibus is returned will be charged at the current Diesel price per litre at Sainsburys Hampton + 10%.

Chargeable minibus hires are available for any request by a school or community organisation that is either not part of the reciprocal agreement or the journey is not local. The hirer will need to complete a Hire Agreement Form, and will need to submit that to the school, addressed to the Federation Business Manager. All minibus hires outside of the reciprocal arrangement are chargeable at community hire rates (see scale of charges below). The



Hirer will need to evidence category D1 on their drivers licence, and will need to buy temporary insurance for the minibus, a copy of which must be supplied to the school.

When a hire agreement for the minibus is made, the Premises Manager will inspect the minibus alongside the Hirer, and any pre-existing damage will be noted. The Hirer will sign to confirm that they agree with the existing damage. Any additional damage to the minibus upon return will need to be repaired under the Hirer's insurance.

| <b>Lettings Scale of Charges</b>   |                                   |                                    |
|--|-----------------------------------|------------------------------------|
| <b>HPP property for Hire</b>   | <b>Community Hire Hourly Rate</b> | <b>Commercial Hire Hourly Rate</b> |
| School Field   | £20.00                            | £30.00                             |
| School Playground  | £20.00                            | £30.00                             |
| School Garden  | £20.00                            | £30.00                             |
| School Hall  | £30.00                            | £40.00                             |
| School Classroom (x1)  | £20.00                            | £30.00                             |
| School Classroom (x2)  | £30.00                            | £40.00                             |
| Music Room   | £20.00                            | £30.00                             |
| Nurture Building   | £30.00                            | £40.00                             |
| Minibus  | £50 per weekend<br>£125 per week  | N/A                                |
| Hire of school premises for filming  | n/a                               | £POA                               |
| <ul style="list-style-type: none"> <li>● All lettings fees are to be paid on presentation of the school's invoice in advance of the let.</li> <li>● HJS minibus available to hire by other community groups by agreement.</li> <li>● HJS equipment is available to hire by agreement.</li> <li>● Prices for long periods of hire may be negotiated at the discretion of the Federation Business Manager</li> </ul> |                                   |                                    |

- Community Hire rates apply to clubs that run exclusively for HPP pupils immediately before, after or during the school day. Commercial Hire rates apply to all other lettings