



Hotham Primary School

Lettings Policy

Autumn 2023

Ownership and Consultation	
Document author (name and role)	Richard Byrne-Smith, Headteacher
Consultation (role)	Governors
Approval	Planning and Resources Committee

Version Control	
Approval date	November 2023
Implementation date	November 2023
Review date	November 2024

Related documentation/resources	Wandsworth Council Policies; Health and Safety Policy; Safeguarding and Child Protection; GDPR
---------------------------------	--

Aims and scope

We aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations
- Allow the hiring of the premises without using the school's delegated budget to subsidise this
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school
- Not let any hiring out of the premises interfere with the school's primary purpose of providing education to its pupils
- Hire out facilities in a way that is safe, within current legislation and following government guidelines

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- Olympic hall (sports hall)
- Jubilee hall (school hall)
- Classrooms
- Playgrounds

2.2 Capacity and charging rates

The maximum capacity and rates for hiring each area are as follows:

Area	Capacity	Availability		Cost
Olympic hall (sports hall)	Standing = 100 people Seated = 60 people	Weekdays term time	6pm-9pm	£35 per hour
		Weekdays school holidays	9am-9pm	£35 per hour
		Saturday and BH	9am-6pm	£45 per hour
		Sunday	<i>Not available</i>	
Jubilee hall (school hall)	Standing = 50 people Seated = 50 people	Weekdays term time	<i>Not available</i>	
		Weekdays school holidays	9am-7pm	£30 per hour
		Saturday	9am-6pm	£45 per hour
		Sunday and BH	9am-6pm	£45 per hour
Classrooms	Standing = 30 people Seated = 30 people	Weekdays term time	<i>Not available</i>	
		Weekdays school holidays	9am-7pm	£25 per hour
		Saturday	9am-7pm	£35 per hour
		Sunday	9am-7pm	£35 per hour
Playgrounds	Orchard playground = 100 people Harbour playground = 100 people	Weekdays term time	6pm-9pm	£30 per hour
		Weekdays school holidays	9am-9pm	£30 per hour
		Saturday	9am-9pm	£45 per hour
		Sunday	9am-9pm	£45 per hour

3. Charging rates and principles

3.1 Rates

The rates for hiring out different areas are listed in the table in the section above. We may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the school.

We require an upfront cash deposit of £100 to secure the booking. This deposit is returned at the end of the booking providing the area of the school subject to the letting is left in a satisfactory condition. The deposit will be retained in the event of damages caused during the booking, or in the event that the areas subject to the letting are not left clear or in a clean condition. See point 18 in the terms and conditions of hire.

3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 7 calendar days' notice. The exception to this is in the event of a coronavirus-related incident (e.g. due to a local lockdown or suspected/confirmed case which affects the booking). In these instances, we will endeavour to give as much notice as possible, informing the hirer by telephone and email.

A full refund will be issued if we do cancel a hire. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

The hirer of the premises can cancel any hire with a minimum of 7 calendar days' notice. The exception to this is in the event of a coronavirus-related incident (e.g. due to a local lockdown or suspected/confirmed case which affects the booking). In these instances, hirers must give at least 2 days' notice in order to be eligible for a refund.

3.3 Review

The revenue raised from hiring out will be reviewed by the School Business Manager and will be fed into the school's financial reporting, to ensure best value is being achieved.

4. Application process

Those wishing to hire the premises should fill out the hire request form, which can be found in appendix 1 of this policy, and read the terms and conditions of hire set out in section 5.

The hirer should fill out and sign the hire request form and submit it to the school office. Approval of the request will be determined by the headteacher.

If the request is approved, we will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. We require the full amount for the hire to be paid up-front. We will also send on details of the emergency evacuation procedures and other relevant health and safety documents. The hirer will also need to provide proof of their public liability insurance.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the school, reputational damage may occur, or the activity does not adhere to the latest government safety advice.

5. Terms and conditions of hire

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. The hirer shall pay the full amount as stipulated by the school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this licence.
4. The hirer shall not sub-licence any of the premises under the licence.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
8. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time.
9. The hirer must make themselves aware of the school's Data Protection (GDPR) Policy and ensure that this is adhered to.
10. The hirer must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide a copy of the relevant insurance certificate no less than 10 days before the start date of the licence. The limit of the indemnity in such a policy shall be not less than £5,000,000 (such limit being subject to annual review by the Finance & Premises sub-committee of the Governing Body of the school).
11. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.
12. The hirer shall indemnify and keep indemnified the school from and against:
 - a. any damage to the premises or school equipment;
 - b. any claim by any third party against the school; and
 - c. all losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
13. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the licence.
14. Any cancellations by the school made with at least 7 calendar days' notice will be refunded.
15. Any cancellations by the hirer received with less than 7 calendar days' notice will not be refunded.
16. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
17. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
18. The hirer will clean any rooms, equipment and surfaces at the end of the hire, using the equipment provided by the school. The hirer will remove all items brought during the hire from the hire area, and all rubbish will be disposed in the school waste bins. In the event that this condition is not met, the £100 cash deposit will be retained by the school.

19. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the school.
20. No alcohol is to be consumed on school premises without express permission from the Governing Body or Headteacher. Such requests must be made at the time of application.
21. If the hirer breaches any of the terms and conditions the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
22. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
23. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property.
24. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
25. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
26. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
27. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
28. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

6. Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with 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.

Where the hirer is organisations or individuals (for example to community groups, sports associations, and service providers to run community or extra-curricular activities) providing services, the governing body will ensure that appropriate arrangements are in place to keep children safe.

In order to ensure that, the governing body will seek assurance that the provider has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed); and ensure that there are arrangements in place for the provider to liaise with the school or college on these matters where appropriate. This applies regardless of whether or not the children who attend any of these services or activities are children on the school roll.

The governing body will also ensure safeguarding requirements are included in any transfer of control agreement (i.e. lease or hire agreement), as a condition of use and occupation of the premises; and that failure to comply with this would lead to termination of the agreement.

7. Monitoring arrangements

We will review and update this policy when the guidance on which it is based changes or when this version of the policy otherwise stops being applicable. Any updates to this policy will be shared with the full governing board.

Appendix 1: Hire request form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire, which you can find in sections 2 and 5 of this policy. If you have any questions, please contact Dafinka Dimitrova, School Business Manager.

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address: Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation	
Part of the premises requesting to be hired	
Date and time of first hire	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	
Number of expected participants in the activity Please note: these numbers must adhere to latest government guidance on social distancing	

Additional equipment you will require from the school (please note we may not always be able to provide this but will inform you where this is/is not possible)	
Additional equipment you will be providing yourself	

By signing below, I agree to the terms and conditions set out in the school's premises hire policy.

Name _____ Date _____

Signature _____

Please return this form via email to ddmitrova@hotham.wandsworth.sch.uk or to the school office at info@hotham.wandsworth.sch.uk. We will be in touch to inform you if your application is successful, and if so details of the full cost and documents that will need to be shared.

Appendix 2: Confirmation of licence template letter

Dear [contact name]

Thank you for submitting your hire request form to us.

We are pleased to say that the area you have requested is available on the date(s) and time(s) of your request and we would be happy to grant a non-exclusive licence to you to use the area for the purpose set out in your request form, subject to the enclosed terms and conditions.

Based on the length of time and area requested, the full amount for the hire will be [insert amount]. Please note that we also require an upfront cash deposit of £100 to secure the booking. This deposit will be returned to you provided the areas subject to the letting are left in a satisfactory condition, in line with our terms and conditions.

You can pay us the full hire fee by [insert payment method(s) and details here]. We request full payment of the fee by [insert date]. We will also require you to submit to us proof of your public liability insurance.

We have provided with this confirmation details of emergency evacuation procedures in the event of a fire/similar emergency. Please make sure you are familiar with these before the date of hire.

You can contact [named contact and details] with any questions about hiring the premises. If your hire falls outside of school hours, please contact [named contact and details] in the event of an emergency.

Kind regards,
[staff member]