



Letting Policy and Guidance



Lettings Policy

1. Policy Links

This policy should be read in conjunction with the following school policies

- Health and Safety
- Child Protection
- No Smoking

Supporting Material

Insurance

2. Policy Development

It was developed by	Headteacher
Consultation	Governors, Office Manager, Site Manager
Governing Sub Committee	Finance
It has been presented to the governors.	Spring 2012
Communication: This policy is hosted on the school website and available for copying from there.	
It will be reviewed:	21 Autumn Biennial (Odd AYS)
It was last reviewed:	May 2010



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Policy Section

School Vision

At Chesswood Middle School we inspire our whole school community to enjoy their learning adventure and have fun along the way. We ignite a passion for learning throughout the school community, securing excellence, empathy and equality in all that we do.

School Mission

We will strive to achieve the highest standards of academic achievement and behaviour within a vibrant, exciting learning environment so that all children leave this school with confidence and the ability to take advantage of future opportunities.

3. Aim

To provide facilities for the community and pupils after school hours and during selected holiday periods. Whilst lettings that benefit the children of the school will be encouraged at minimal income, the cost of letting the premises to outside lessees must cover all the costs involved and produce a net income to the school.

4. Delegated authority to approve lettings

1. The Head teacher is authorised to agree all lettings of the school premises.
2. The Administrative Officer undertakes the full operational duties for arranging and monitoring the lettings policy.
3. The Administrative Officer will advise the Head teacher and the Finance Committee of any non-payments of amounts due relating to lettings each term.

5. Procedure for Lettings

1. Hirer contacts school Office manager - provide brief verbal details of the requirements
 - Time
 - Date
 - Rooms required
 - Equipment



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2. Office manager determines
 - Viability - timings in relation to locking up
 - Cost
3. Office manager confirms verbal details with head teacher - head teacher determines whether letting may proceed.
4. Office manager contact hirer shares costs and, if hirer wishes to proceed they must complete form SL1 and return form to school.
5. On receipt of form - details are checked by Office manager, including insurance.
6. Office manager would make arrangements for the hirer to come into school and receive a brief induction:
 - Tour of school (relevant parts)
 - Review hire agreement
 - Ensure equipment can be used correctly and safely by hirer
 - Receive payment for 'one off' hire or explain invoice arrangements
7. Hirer undertakes hire
 - Ensure any windows and doors that have been opened are firmly closed
8. Following hire, office manager will invoice for the let and will request in a letter appendix 5A whether everything was to the hirers satisfaction.

6. Terms and Conditions of Hire

- 6.1. The Hirer shall satisfy himself that the facilities to be hired are suitable for his purposes.
- 6.2. The premises may only be let if the letting does not interfere with the proper working of the school or impair its efficiency.
- 6.3. The contract for the hire of the premises between the hirer and the Governors of the school shall take effect only upon written acceptance of the application on behalf of the Governors being posted or handed to the hirer.
- 6.4. The Hirer shall be advised of the hiring fees (and any insurance premium) either on completion of the application form (Form SL1, Appendix 6A) or on the written acceptance of the hiring and shall pay the relevant hire fee within 7 days of the written acceptance.



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6.5. In the event that the Hirer cancels the hiring, the following fees shall be repayable to the Hirer, less any expenses incurred, at the Governors' discretion.

Not less than 42 days notice of cancellation	-	75% of fees
Not less than 28 days notice of cancellation	-	50% of fees
Less than 28 days notice of cancellation	-	no refund

6.6. The Hirer shall indemnify the Governors of Chesswood Middle School and the West Sussex County Council against all claims for damages, compensation and/or costs in respect of:

- Bodily injury or illness to Third Parties, and/or
- Damage to Third Party property caused by or arising out of or being incidental to the Hirer's use of the premises.

6.7. The Hirer shall be responsible for loss or damage to the School/College premises and contents therein the property of the West Sussex County Council.

6.8. The Hirer shall effect adequate insurance in respect of the liabilities and the loss or damage referred to respectively in Conditions 6 and 7 above. (See Appendix 6B following Conditions of Hire for explanatory notes on insurance).

6.9. The Governors hold licences for (a) public dancing, music or any other public entertainment and (b) public performance of plays.

(The Hirer shall be responsible for obtaining any licence required from the District/Borough Council and shall produce the licence for inspection prior to the hiring date). The Hirer shall be responsible for complying with the terms of any such licence.

6.10. The Hirer shall be responsible for complying with the legislation relating to copyright in relation to the hiring and with the legislation relating to copyright in relation to the hiring and the requirements of the Performing Rights Society Limited and Phonographic Performance Limited concerning the performance respectively of musical work and sound recordings on the premises. The Hirer indemnifies the County Council against any breach of this condition.

6.11. If the Hirer intends to apply for a Justices' Occasional Licence for the sale of intoxicating liquor then the written approval of the Governors shall first be obtained. The Hirer shall be responsible for ensuring compliance with the provisions of the Licensing Acts.

6.12. The Hirer shall be responsible for ensuring that any gaming or lottery, which takes place



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on the School/College premises, complies with the relevant legislation and they have the necessary gaming & betting licence.

- 6.13. Use of the premises is limited to the accommodation hired and necessary facilities such as toilets. Car parking is permitted in designated areas on the School/College premises subject to availability.
- 6.14. The Hirer is responsible for the preservation of good order during the hiring. The Hirer shall at all times provide an adequate number of stewards who shall be present throughout the hiring.
- 6.15. The Governors reserve the right to require the Caretaker/Premises Officer or another member of staff to be in attendance for the preservation of good order and safety and to recover from the Hirer any additional expenses incurred as a result of this condition.
- 6.16. The wearing of nailed or stiletto-heeled or other unsuitable footwear in indoor areas is prohibited.
- 6.17. No nails or screws shall be driven into the walls, floors, ceilings, furniture or fittings, and no placards shall be affixed to any part of the premises.
- 6.18. The laying of composition or other preparation on School/College floors is prohibited, save with the prior written approval of the Governors.
- 6.19. Chesswood Middle School is a no smoking zone.
- 6.20. School furniture (other than chairs in the hired accommodation) and equipment shall not be moved except by prior arrangement.
- 6.21. Any alteration or addition to the school lighting or electrical heating systems is strictly forbidden, except with the written consent of the Governors. Consent may be subject to conditions, which the Hirer will be required to observe.
- 6.22. If any special equipment is required, it must be clearly stated on the application form. An extra charge will be made for this service, and the School/College must be satisfied that a competent person will supervise the use of the equipment.
- 6.23. The Hirer will be responsible for providing any first aid facilities that he deems necessary in accordance with the Health and Safety (First Aid) Regulations 1981.
- 6.24. No function shall extend beyond the hiring period and the Hirer shall completely vacate the premises and grounds by that time, unless special arrangements have been agreed on



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behalf of the Governors.

6.25. After use, the Hirer must leave the premises in a clean and tidy condition, the Hirer's property removed, and all appliances switched off and lighting extinguished. The Governors reserve the right to recover from the Hirer any additional expenses incurred as a result of non-compliance with this condition.

6.26. The Governors reserve the right to cancel any hiring without notice if: -

- the accommodation will, due to circumstances outside their control, be unavailable for the hire period, or
- the Hirer has failed to disclose material information concerning the proposed hiring, or
- there are reasonable grounds to conclude that the Conditions of Hire may be breached to a material extent.

In the event of (i) all hiring fees will be refunded to the Hirer, but the Governors shall have no further liability to the Hirer. In the event of (ii) and (iii) any refund of hiring fees shall be at the discretion of the Governors.

Appendices



Appendix 5A Invoice and Feedback Request Letter

Dear X,

Following the recent hire of the school premises I am writing to request payment and have enclosed the invoice for the agreed amount. It would be greatly appreciated if the invoice could be settled within the next seven days.

I would also like to know from you whether everything was to your satisfaction and if not how things could be improved for you and others in future lets. If you would let me know by email or a phone call, again it would be much appreciated.

Best Wishes,



Appendix 6A Lettings Form - SL1

Reference Number of Hiring		
This form should be completed and returned to the School/College as soon as possible. If the application is accepted, a copy of the form will be returned to the Hirer.		
Name of Organisation		
2. Lessee Name (Person responsible):		
Address		
Telephone		
Date of Hire		
Start time (24 hour clock)		
End Time (24 hour clock)		
3. Purpose of hire (specify precise nature of proposed function, and whether to be private or public)		
4. Parts of Premises required Please Note: The hiring will be confined to the use of the premises as set out above. If the Hirer wishes to use any other part of the premises, separate application must be made as early as possible.		
5 Do you require accommodation to be heated?	Yes	No
6. Will there be a public entertainment or public performance of a play?	Yes	No
7. Is it proposed to apply for a Justices' Occasional Licence for the function?	Yes	No
8. Will use of the kitchen areas be required for preparing refreshments?	Yes	No
If yes please provide details		
9. Will the use of any special equipment be required?	Yes	No



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If yes please provide details		
10 Any other special requirements? e.g. seating arrangements, Caretaker/Premises Officer to be in attendance?	Yes	No
If yes please provide details		
Conditions of Hire and Indemnity		
If the hiring is agreed the hirer undertakes and agrees:		
To pay the letting fees and insurance premium totalling:	£	
If the charges are specified here, a cheque for the full amount must accompany this application. If the charges are not specified here, they will be notified if and when the hiring is approved and payment is due within 7 days of notification of approval.		
To comply with the Conditions of Hire including the indemnities set out in Conditions 6 and 7, and the insurance requirements in Condition 8.		

<p>Hirer</p> <p>Please check that you have a copy of the conditions of hire</p>		
Date		
Signed (on behalf of organisation) I certify that I am over 18 years of age		
Is hirers cover to be provided by West Sussex County Council's insurers	Yes	No
If no - please supply a copy of your own insurance policy/ broker's letter confirming comparable cover.		



Appendix 6B Insurance

HIRER'S INSURANCE – INDEMNITY CLAUSE

A. INJURY TO PERSONS OR PROPERTY

1. The Hirer shall indemnify West Sussex County Council against all claims for damages, compensation and/or costs in respect of: -
 - i. bodily injury or illness to Third Parties, including the County Councils servants and agents or Governors and/or
 - ii. damage or loss to Third Party property caused by, or arising out of, or being incidental to the hirer's use of the premises.
2. The Hirer shall effect adequate insurance to cover this liability with a preferred minimum limit of indemnity of £10 million for hazardous activities, and an absolute minimum of £5 million.

The Hirer shall effect adequate insurance to cover this liability: -

B. DAMAGE TO PREMISES AND EQUIPMENT

1. The Hirer shall be responsible for the loss of, or damage to the premises and contents therein, which is the property of West Sussex County Council, except when loss or damage to the premises or contents are as a result of the negligence of West Sussex County Council.
2. The Hirer shall effect adequate insurance in respect of such loss or damage.

Hirers who have no Public Liability Insurance, must as a condition of the proposed hiring, take out the Hirer's Insurance arranged by West Sussex County Council, (provided they do not fall within the definition of the exclusions listed below) and the premium must be added to the hiring fee payable.

HIRERS INSURANCE

In accordance with the terms of hiring it is customary to require persons/organisations to accept responsibility for damage to the premises and its equipment and for Third Party claims involving injury to persons and/or damage to property.

Due to difficulties experience by non commercial hirers in arranging Public Liability Insurance with a Limit of Indemnity of £10 million, the County Council has arranged the following policy: -



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WEST SUSSEX COUNTY COUNCIL – ON BEHALF OF NON-COMMERCIAL INDIVIDUALS AND ORGANISATIONS HIRING COUNTY COUNCIL SCHOOLS, COMMUNITY COLLEGES, EDUCATION CENTRES AND OTHER WEST SUSSEX COUNTY COUNCIL PROPERTIES

OPERATIVE CLAUSE

The indemnity will cover individual hirers for their legal liability for injury/illness to third parties and/or loss/damage to their property, and loss or damage to the premises and contents hired, including such liability that may be imposed on the hirer under the terms of the hiring agreement.

LIMITATIONS

For loss/damage caused other than by Fire or Explosion, cover is limited to £10,000 per hiring and is subject to an excess of £100.

Damage resulting from Fire or Explosion is limited to £10 million.

EXCLUSIONS

Political Meetings and Professional Entertainment Promotions.

Commercial or trade hiring.

PREMIUMS

The premium is charged at 9% of the basic hire charge, plus Insurance Premium Tax (IPT).

If a group is affiliated to the school or establishment they can obtain a special rate, details of which can be supplied by contacting the Litigation, Insurance and Risk Management Section at West Sussex County Council.

Any service providers working on a voluntary basis for the school would be automatically covered by the council's policies. Those providers that are charging are excluded from the Third Party Hirers policy as they are a commercial concern. They must provide their own Public Liability Insurance.

For those groups that are non-commercial, (ie: not charging) who do not have their own insurance and who are not charged a hire fee, the insurance premium is calculated on the basis of what the hire fee would have been had you charged them. Or as an alternative, if they are a regular user the annual £47 affiliated group fee.