

WIMBLEDON CHASE PRIMARY SCHOOL



Transforming lives through education, aspiration and inspiration

Lettings Policy

June 2022

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1 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, following government guidelines and the school's risk assessment(s)

2 Areas available for hire

The school will permit the hire of the following areas:

- Gym
- Hall
- Dining Hall
- Library
- Classrooms
- Playing fields
- Tennis Courts

3 Charging rates

The deposit and hire fee shall be due and payable on receipt of invoice. If the premises are not vacated by the end of the hiring period a penalty charge will be levied for each half an hour (or partial half an hour) after the end of the hiring period.

A hiring agreement may be terminated if the premises are not vacated within the agreed times.

Please refer to the school website for the current charging rates.

4 Principles

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 may decide to impose an additional cleaning fee on top of the hiring rates.

5 Cancellations

- Bookings cancelled by the Hirer with 7 or more working days' notice will be entitled to a full refund of the paid fee.
- Bookings cancelled by the Hirer with less than 7 working days' notice will receive no refund of the paid fee.
- The deposit is non-refundable for any bookings cancelled by the Hirer.
- The school has the right to refuse any application or withdraw permission for any letting at any time but will endeavour to give as much notice as possible; no payment, other than a refund of the paid hire fee and deposit, will be made.
- Should the Hirer be in breach of the terms and conditions at any time, the school can terminate the agreement immediately and any paid hire fee and deposit, will not be refunded.

6 Review

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

7 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 8.

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.

The school's Insurance policy does not cover out-of-school activities. All providers must ensure that they have suitable Public Liability Insurance in place to a minimum value of £5,000,000. Evidence of this must be presented to the schools before the hire commences.

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.

8 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 will be familiar with the school's Child Protection and Safeguarding Policy which can be found [here](#).
4. The Hirer will be familiar with emergency equipment, such as fire extinguishers, alarms and fire exits.
5. The Hirer run must provide appropriate first aid cover for the activity and ensure that a First Aid Kit is provided.
6. The hirer accepts full responsibility for ensuring that appropriate DBS checks have been undertaken.
7. 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.
8. The Hirer shall not sub-licence any of the premises under the licence.
9. 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.
10. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
11. The school shall retain control, possession and management of the premises and the Hirer has no right to exclude the school from the premises.
12. 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.
13. The Hirer must take out its own public liability insurance with a reputable insurer 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.
14. 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.
15. 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
16. 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.

17. The Hirer will ensure that an emergency evacuation procedure is established. This will detail who will be responsible for taking control, calling emergency services and where to vacate via and where to assemble. Consideration must be given to the needs of disabled participants. A fire practice must be undertaken on a termly basis.
18. 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.
19. The Hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
20. 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.
21. 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.
22. The Hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
23. The Hirer shall comply with all applicable laws and regulations relating to its use of the premises.
24. The Hirer and the individuals participating are responsible for adhering to the latest government guidelines on dealing with respiratory infections including COVID-19 at all times.
25. 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.
26. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
27. 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.

9 Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that Hirers abide by the schools' requirements in respect of safeguarding. Any failure from the Hirer in this respect will result in the hire being terminated.

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.

The Hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

The Hirer confirms that, should any safeguarding concerns or incidents occur that they have managed during the hire of the school premises, they shall contact a member of the Safeguarding team, as soon as is reasonably practicable, to advise of the actions taken and the outcomes.

The school's Child Protection and Safeguarding Policy can be found [here](#).

10 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, such as where COVID-19 is no longer a risk.

Any updates to this policy will be shared with the full governing board.

11 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 3 and 8 of this policy. If you have any questions, please contact Mrs Burnett or Mrs Baker via the School Office.

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	

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	
Confirmation and details of the safeguarding and child protection arrangements you have in place	

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 Mrs Baker bursar@wimbledonchase.merton.sch.uk or to the school office. 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.