



# BRENTFORD SCHOOL FOR GIRLS

## LETTINGS POLICY & TERMS & CONDITIONS

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|---------------|---------------------|
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Date : 15<sup>th</sup> May 2024

Adopted at Premises & Finance Committee

## **Introduction**

The purpose of this policy is to clearly set out the protocols and procedures in place for the use of facilities that will be made available to community, individual and other organisations. This policy should be read in conjunction with our Health and Safety and Safeguarding policies, which can be found: <https://www.brentford.hounslow.sch.uk/ourschool/policies>

## **Policy Statement**

The Governors of Brentford School for Girls agree to make available and actively encourage the use of its sports facilities, assembly hall and other spaces for use by community, individual and other organisations, when they are not required for student activities.

The school is committed to the safeguarding of all children when using the school facilities regardless of whether they are pupils of our school. The school reserves the right to decline to let premises to organisations or individuals whose policies do not conform to both the ethos of the school as defined in the School's Aims and Objectives (available on request from the School Office), and the guidance set out in Keeping Children Safe in Education (KCSIE) 2021 (*DfE Keeping Children Safe in Education 2021: statutory guidance for schools and colleges, p.40: 155: Use of school or college premises for non-school/college activities*).

The Hirer will have access and adhere to school policies e.g. Health & Safety; Safeguarding; Complaints and Equality. All policies can be found on: <https://www.brentford.hounslow.sch.uk/ourschool/policies>

Lettings for political purposes, or those which are likely to give rise to inconvenience or offence to neighbouring residents, will be refused.

Once a letting has been approved, confirmation will be sent to the successful applicant, 'the Hirer', setting out full details of the letting with a Letting Agreement and a copy of the Terms and Conditions.

The Hirer must complete the agreement in full, providing all personal information, along with copies of any documents as requested:

- Deposit receipt
- DBS
- Insurance
- Risk Assessment
- H&S Policy
- Safeguarding Policy
- Accident Report Procedure
- First Aid Qualification
- Proof of commercial status
- Promotional Material

The Hirer will be invoiced for the deposit, in accordance with the Governing Body's current scale of charges.

**Letting should only take place when the school has received the signed Letting Agreement, any deposit/pre-payment and all appropriate documentation as per agreement form.**

Details of facilities available to let are available on the school website.

### **Bookings**

Bookings should be made at least two weeks in advance of the requested date. Shorter notice will be considered in exceptional circumstances. The school's caretaking team must be on site for all lettings, and there will be an extra charge to cover caretaker's overtime if the event falls outside the regular staffing rota. Cancellation within 2 weeks of booking will incur a 50% charge.

If there is a conflict with a school function, the school function will have priority, with notice given to regular bookings.

**The hours of hiring must include the full time you are on the school premises, this includes preparing for the event and clearing up afterwards.**

**If your booking does not give an allowance for this an automatic 15 minute set up and 15 minute clear up fee will be added to your booking, charged at the standard classroom rate regardless of the area booked.**

Governors give the finance department authority to use their discretion in varying letting charges for special 'one off' events. Governors will be informed of any variance in charges at the earliest possible opportunity. A discount of up to 50% of the full letting rate may be offered to current and recently retired staff.

### **Invoice, Payment and Debt Collection**

Once the booking form is returned, fully completed to the finance department, an invoice will be issued for the total amount, together with a permit stating the hirer has been granted permission to use the facilities.

Permission for one off lettings will be subject to full payment having been received by the school at least one week in advance. Access will be denied if payment has not been received by the school's Finance Office.

Payments are to be made by direct bank transfer into the schools bank account, which will be receipted.

Debt collection of any outstanding monies will be dealt with by the Senior Finance Officer. For regular users if full payment is not paid by the agreed date, then the letting may be stopped until such times as the outstanding debt has been settled. Where the school believes that extended credit is a reasonable option for a reliable user, the Governing Body authorises the school to extend credit up to a maximum of £500, recognising that the sums involved are likely to be significantly less.

### **Additional Deposits**

Additional deposits may be required for new hirers if the person is unknown to the school. Deposits will be returned after the letting on condition that the premises are left in the state in which they were found and the letting did not exceed the time booked. Money owed for bookings running over the allocated time will be deducted from the deposit.

The following deposit charges will apply:

Main Hall bookings – for one off bookings a £100 refundable deposit will be required at the time of booking.

Other facilities – A £15 refundable deposit for the use of classrooms, etc.

Caretaking staff will check the facilities at the end of every letting and report findings of any damage to the finance office, for appropriate action to be taken.

\*a damage deposit may required depending on activity

Hire of Equipment

This agreement does not include the use of any equipment, including sports equipment, except where specifically agreed and specified in the agreement. Equipment can be requested and a price agreed at the time of hire. For example: large screen and projector in the main hall, sound and lighting system in the theatre and main hall.

### **Licensing**

Members of the public – a license is usually not necessary for lectures, meetings, classes and whenever a recognisable club, association or group restricts entry to members only.

Alcoholic drinks – permission to bring and consume alcoholic drinks on the premises must be sought at the time of booking. It is the responsibility of the Hirer to obtain an alcohol license if they wish to sell alcohol. Copies of all licenses must be submitted to the Senior Finance Officer at least one week in advance of the letting.

### **Person of responsibility – The Hirer**

**“Hirer” means the person or entity identified in the relevant hire request form.**

**Hirers are responsible for all people for whom they are providing activities while those people are on School premises.**

**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.**

**Hirers are responsible for ensuring that all adults and children involved in their activity leave the building at the agreed finishing time of their let.**

The Hirer is responsible for the function and those making use of the facilities, keeping to the times indicated on the booking form, and clearing and cleaning the facilities booked to the caretaker’s satisfaction; failure to do this will incur extra cost.

The Hirer is expected to liaise with the caretaker at the beginning and end of the let, to be present at all times during the hire, or nominating an agent, and be fully responsible for all young people and children present.

### **First Aid Provision**

For all sports groups hiring the school's facilities we expect group leaders to have a basic first aid kit available and be proficient with basic first aid. For all emergencies, the caretaker on duty should be called if there is an expectation that the injury is serious enough to warrant an ambulance being called.

### **Compliance with Disclosure and Barring Service (DBS) Checks**

The Hirer must ensure that appropriate arrangements are in place to keep children safe. In line with government guidelines all adults dealing with under 18's must have a current enhanced DBS check and details of this provided to the school. Failure to provide this will result in termination of the agreement.

### **School Functions**

School functions will sometimes take place on evenings or at times when there are planned groups using the facilities. The school, unless for an emergency, will always notify the lead person with as much notice as possible (at least 2 weeks) that the school is unavailable for the letting on the conflicting date. School functions always receive priority.

### **Termination of letting agreement**

#### **By the Hirer:**

Cancellations should be made in writing or by email at least 14 days before the proposed letting, otherwise the Hirer will still be liable for the standard charges. In the event of a cancellation being made at the appropriate time, the school will credit the Hirer for a fee booking the following term, if applicable, or refund the fee if no further bookings are required. The school reserves the right to apply a cancellation fee of £50.00 if less than 5 days' notice is not given of a booking cancellation.

#### **By the School:**

The school has the immediate power to terminate any letting agreement relating to the Hirer of the school premises, if the Hirer is in breach of the terms and conditions of the hire agreement.

The school does not accept responsibility for any loss, or other expenses however incurred by the Hirer, in the event of a cancellation by the school of the letting resulting from circumstances beyond its control (including, without prejudice to the generality of the same, industrial action by its employees, or others, failure of electricity/gas/water supply).

The decision of the school as to whether a letting should be cancelled shall be binding on the Hirer. Where a letting is cancelled due to breach of these Terms and Conditions, or due to safety or well-being concerns for the participants of the letting activity, the school may reserve the right to offer a refund. The school will accept no liability in respect of the commitments incurred by the Hirer due to such cancellations.

### **Indemnity and Insurance**

It is the responsibility of the hirer to ensure they are qualified to perform the function that they are hiring the facilities for and therefore it is expected that all groups will have adequate Public

Liability Insurance to cover any claims that may arise against negligence to individuals within their groups. Regular users must provide a copy of the certificate annually.

The Hirer shall be responsible for all damage caused and shall indemnify the school against all loss, damage and expenses unless due to the negligence of the school. Any such damage shall be reported immediately to the school.

Users of all car parks do so at their own risk. No liability will be accepted for any accidents, damage or loss incurred to vehicles, whilst parked on the school premises.

The school will seek compensation for any damage caused to the accommodation (or elsewhere in the school) to an extent considered reasonable at the discretion of the school within seven days of a written demand.

The Hirer shall indemnify the school against all and any expenses, liability, loss, claim and proceedings arising in respect of personal injury to or death of any person or damage to any property arising directly or indirectly from the use of the accommodation unless due to the school's negligence.