

Applecroft School



Lettings Policy

Person Responsible:	Finance & Business Manager
Review Cycle:	Annually
Last Review Date:	September 2024
Next Review Date:	September 2025

Lettings Policy

1) Introduction:

School Vision:

'To be a positive and inspiring community that nurtures each individual and empowers leaders for life'.

Mission Statement:

'Nurturing potential, Inspiring Minds, Changing Lives'

Shared Values:

Ambition and Leadership

Kindness and Supportiveness

Respect and Honesty

Determination and Resilience

The Board of Trustees of Applecroft School is keen to see that the school's premises are used for the benefit of the whole local community. The education of children is the prime purpose of our school; however, we believe education is a lifelong process which should be open and accessible to all.

The following outlines the policy of our school with regard to letting. It sets out the facilities available, the charges and the responsibilities of the Trustees/Headteacher and the users when the school premises are hired.

The use of our school premises at all times, other than during the school day, is under the control of the Board of Trustees and the Headteacher of our school.

In deciding whether or not to let our premises the Headteacher will also have regard to the likelihood of any damage being caused to the premises, or neighbouring premises, and any nuisance that may arise, as a result of accepting the booking.

The Headteacher reserves the right to seek, from potential new hirer's a reference of good conduct, before any booking is accepted.

We will consider letting to any group able to comply with the terms and conditions outlined in this policy.

The final decision on compliance lies with the Headteacher.

2) Policy Objectives:

In agreeing to the letting of the school facilities the Headteacher recognises that:

- School premises are a valuable community resource,
- Educational usage is a natural priority,
- The charges levied are intended to cover the cost of the letting and to ensure the on-going availability of the resource
- The school will not subsidise non-educational or private use of the facilities from school funds
- There is a need to manage the risks associated with hiring facilities to external users

3) Safeguarding:

Safeguarding at Applecroft School is paramount and 'everyone's responsibility'.

The Board of Trustees will therefore need to ensure that those who hire our premises have appropriate safeguarding arrangements in place to keep children safe.

All external hirers will be required to provide the Board of Trustees with:

- a copy of their current safeguarding and child protection policy and procedures
- assurance that arrangements are in place for the hirer to liaise with the school about safeguarding arrangements
- and assurance that relevant DBS checks have been carried out where required.

If the school receives any safeguarding allegations relating to an incident that happened when an individual or organisation was using the school premises for the purpose of running activities for children then, as with any safeguarding allegations, the school would follow their own safeguarding policies and procedures, including informing the LADO.

4) Health & Safety:

All hirers have a responsibility to report any health & safety concerns they have with the school building and its contents. All concerns should be reported to the Site Manager as soon as possible. The Site Manager can be contacted on the mobile number you have been provided or by email - admin@applecroft.herts.sch.uk. If any accidents or injuries are incurred due to health and safety issues these must be reported to the school for the attention of the Deputy Headteacher by email - admin@applecroft.herts.sch.uk

5) Facilities Covered:

This policy applies to the hire of the following school facilities and equipment:

Area	Maximum Occupancy	Types of Usage	Equipment
Main Hall	200 seated	Sports, functions, parties	Piano, tables &

			chairs
Small Hall	80 seated	Sports, functions, parties	Piano, tables & chairs
Dining Room	40 with tables and chairs	Functions, parties	Tables & chairs
Dali Classroom	20 seated	Meetings	Tables & chairs
Old Nursery	30 with tables and chairs	Small group activities	Tables & chairs
Playing Field		Sports	
Outdoor Courts		Basketball, tennis, football	

6) Conditions of Hire:

The conditions of hire are set out in Appendix A to this policy statement. All hirers will receive a copy of these conditions and sign the Contract to Hire form (Appendix B) to confirm their agreement that they will abide to all conditions stated.

The Hirer is required to provide satisfactory evidence of holding appropriate and up to date public liability insurance when applying to hire the premises.

The hirer is required to provide evidence of all the safeguarding requirements outlined in section 3. Failure to provide evidence could lead to use of the premises being terminated.

Hirings are to be for a pre-stated and pre-agreed period of time. The hirers are responsible for the care and security of the premises under their control during the hiring.

No alcohol, tobacco or tobacco products may be served or sold on the school premises without the hirers first having obtained the specific agreement of the Headteacher in writing and evidencing to the school prior to the commencement of the hiring that the necessary public licensing requirements have been met.

Any official of the school may terminate a hiring during its currency if it is not, or appears not to be, conducted in accordance with the terms of the hiring (which shall include the description of the purpose of the hiring given at the time the hiring was agreed).

Whilst every endeavour will be made to honour the arrangements in respect of a hiring the school reserves the right to cancel the hiring without notice and without liability in relation to the hiring.

7) Administration of Lettings:

The hiring's Manager is responsible for administering hiring's and lettings, in accordance with the process in Appendix C and will be the point of contact for hirers unless otherwise agreed. A diary will be kept up to date of all hirer's use of the facilities.

All formal hiring of the schools premises, including those for which no charge is made, shall be properly documented. All hirers must complete the hire details document and read and sign the contract to hire. The contract to hire form is a document the Headteacher may enforce in law.

Income derived from lettings will be retained by the school and costs associated with the letting will be met from this income.

8) Scale of Charges:

Charges for each facility are set out in Appendix D. The charges are based on a nominal fee to cover costs incurred by the school e.g. administration, heating, electricity, gas, water, lighting, maintenance, security, wear and tear, cleaning materials, care taking etc. and will be regularly reviewed.

Charges are based on normal use of resources. Activities which are likely to use excessive resources will need to be agreed with the Headteacher in advance.

9) Payment:

One off hires: For one off hires a refundable deposit is required. The deposit serves to provide security against small scale damage to the premises (including equipment) or the premises being left in an unacceptable condition necessitating additional costs in cleaning, caretaking or other small expenses.

The deposit will be returned on completion of the hire subject to conditions of the hire being met.

Full payment for the cost associated with the hire is required, as a minimum, 5 business days before the hire is to commence.

Regular hires: Invoices are produced on a regular basis charging in arrears. Hirers are given 15 days to arrange payment of their invoice. Payment can be made by cash, cheque or bank transfer. In cases where cash is paid an official school receipt will be issued.

10) Security:

The Trustees will not normally insist upon continuous caretaking presence. However they reserve the right, and delegate power to the Headteacher, to insist upon caretaking presence where in their view the nature of the hire may leave the school vulnerable to theft or damage.

If a hire occurs outside the working hours of our site staff a hirer becomes responsible for the unlocking, security and locking of the premises. Hirers will be issued with keys and security fobs and asked to sign associated disclaimers (Appendix E).

11) GDPR:

Applecroft School, as controllers of personal data, have put in place several documents that show how the school has implemented appropriate technical and organisational measures in implementing the data protection principles.

Full details of the personal data we hold in relation to hirers of Applecroft School can be obtained from the school's website: <http://www.applecroft.herts.sch.uk>



Applecroft School

Contract to Hire

1. This Contract is made up of the following:
 - a. The Hire Details;
 - b. The Terms and Conditions of Venue Hire;
2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list

AGREED TERMS

1. Interpretation

- 1.1 In this Contract, the following words and expressions shall have the following meanings:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by the Hirer for the hire of the Venue and/or the supply of the Services, as set out in the Hire Details.

Contract: the contract between the Hirer and the School for the hire of the Venue and/or the supply of the Services in accordance with the Hire Details, and this Contract and any Schedules or documents referred to therein.

Deposit: the deposit to secure the booking, as stated in the Hire Details in respect of hires for a 'one-off' event.

- Event:** the event or function for which the Hirer is hiring the Venue, as specified in the Hire Details.
- Hire Period:** the period of time agreed for the hire of the Venue as described in the Hire Details, to include any period of time to set up and clear the Venue.
- Services:** the supply of any additional services or equipment, at the Event as specified in the Hire Details.
- Venue:** the property, or area or rooms within the property, to be hired by the Hirer, as specified in the Hire Details.

1.2 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.3 A reference to **writing** or **written** includes email.

2. Confirmation of Hire

2.1 This Contract shall come into effect on the first date of attendance for a regular hirer and for one off hires, from the date has been paid to the school. Until that time, bookings for hire will be treated as provisional.

3. Supply of Services

3.1 The School shall supply the Services to the Hirer during the Hire Period, subject to any specific timings agreed in writing by the parties before the hire of the Venue.

4. Licence and Use of Venue

4.1 Subject to Clause 8, the School grants the Hirer a right for the Hire Period to enter and use the Venue in accordance with the terms of this Contract. The Customer acknowledges that:

a) the School shall have the right to enter and use the Venue as a licensee only and no relationship of a landlord and tenant is created between the School and the Hirer by this agreement; and

- b) The School retains control, possession and management of the Venue and the Hirer has no right to exclude the School from the Venue. The School reserves the right to enter the Venue at all times during the Hire Period.
- 4.2 The Hirer must vacate the Venue by 10:00 PM on Sundays and on Public Holidays. An extension of time to vacate can be granted from time-to-time by the School, at the School's discretion, upon the School's prior written consent.
- 4.3 The Hirer agrees and undertakes:
- a) not to use the Venue other than for the Event;
 - b) to adequately supervise the doors and exits (including fire exits) whilst using the Venue and ensure that they are secure from trespassers;
 - c) not to do or permit to be done anything on the Venue which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the School, or any owner or occupier of neighbouring property;
 - d) no sound system to be used in the outside areas without the School's prior written consent;
 - e) to comply (and ensure that its staff and agents comply) with the terms of this Contract and any instructions or notices from the School, and use reasonable efforts to ensure that any guests or other persons present at the Event so comply;
 - f) to do nothing that would put the School, its reputation and its pupils at risk from a safeguarding perspective;
 - g) that the School's outside equipment and climbing apparatus must not be used and is expressly forbidden. The Hirer will not and will ensure that its staff, agents and guests do not use the outdoor equipment and climbing apparatus;
 - h) not to cause or permit to be caused any damage to the Venue, including any furnishings, equipment or fixtures at the Venue;
 - i) not to smoke or permit smoking (including e-cigarettes) anywhere in the Venue;
 - j) not to fix any bolts, nails, tacks, screws, adhesives, tape or other such fixing devices to the walls or fabric of the Venue;
 - k) not to display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the Venue without the prior written consent of the School;
 - l) not to alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the Venue, or install or use additional heating,

power, cabling or other electronic fittings or appliances without the prior written consent of the School;

- m) to use any equipment provided by the School, as specified in the Hire Details, for its proper purpose and in accordance with any instructions provided by the School regarding its use;
- n) that the use of the Venue will include the use of the furniture present in the Venue without further charge. The Hirer is responsible, under the direction from the School's Site Manager or other representative, to put the furniture back to its original position or to such a place as will facilitate cleaning. Failure to comply with this provision may result in additional cleaning costs. The Hirer agrees to indemnify the School in respect of any costs incurred as a result of the Hirer's non-compliance with this clause.
- o) to leave the Venue in a clean and tidy condition and to remove the Hirer's decorations, displays and any other Hirer equipment from the Venue at the end of the Hire Period;
- p) to ensure that all guests leave the Venue by the time specified in the Hire Details;
- q) not to bring or permit to be brought any animal onto the Venue without the prior written consent of the School, with the exception of assistance dogs within the meaning of the Equality Act 2010.
- r) not carry out any activity which may jeopardise the School's insurance policies;
- s) not engage in any activities that could bring the School's name or reputation into disrepute;
- t) to confine activities to the part(s) of the Venue specified in the Hire Details and not use any other part/area of the School without the School's prior written consent except where necessary for access purposes.

4.4 If the Hirer intends to serve any alcoholic drinks the Hirer must:

- a) notify the School at the time of booking the Venue or immediately as the earliest opportunity thereafter;
- b) not serve alcohol to any persons under the age of 18;
- c) have the appropriate Drinks Licence in place;
- d) notify the local Chief Officer of Police at least 7 days before the use of the Venue.

- 4.5 If the purpose of the Event is for the public performance of a play, music, dancing or any other activity for which a licence may be required, it is the Hirer's responsibility to ensure that an appropriate licence is secured and that the Hirer complies with its conditions of this licence.
- 4.6 Car parking facilities are available. Cars may not be left at the Venue overnight or beyond the time specified on the Hire Details.
- 4.7 The Hirer shall ensure that the guests behave in a responsible and safe manner at the Event, and the School reserves the right to remove or request that the Hirer remove guests that do not do so from the Event and the Venue.

5. Guest Numbers

- 5.1 The Schools Letting Policy indicates the maximum number of guests who can attend the Venue.

6. Charges and Payment

- 6.1 The Hirer shall pay the Charges in accordance with this Clause 6.
- 6.2 The School reserves the right to vary the Charges upon written notice. If the Hirer does not consent to any change in Charge, the Hirer must notify the School in writing within 7 days from the date of notice of change. At this point, the Hirer is entitled to terminate the hiring if they do not accept the variation in charges.
- 6.3 The School shall invoice "one-off" hires for a deposit, which shall be payable by the Hirer within 7 days of the date of the Contract which will be refunded to the Hirer after the event upon the School's reasonable satisfaction that no damage to the Venue (or any part of the School) or any undue cleaning is required.
- 6.4 Where the Event is a "one-off" event, the School's invoice shall be payable by the Hirer no less than 5 Business Days before the Event.
- 6.5 Where the Hire Details provides for regular hire of the Venue, the Hirer will pay the School's invoice within 14 days of the invoice date.

- 6.6 In addition to all of its rights in respect of this Contract, the School reserves the right to charge surcharges in circumstances where the Hirer does not vacate the Venue by the time stated in the Hire Details.
- 6.7 All amounts payable by the Hirer exclude amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
- 6.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding by the Hirer.

7. Liability

- 7.1 The Hirer shall effect and maintain at all times during the continuance of this Contract Public Liability insurance with adequate levels of cover in respect of any one claim, without limit, in respect of the number of claims made in any twelve month period of insurance, such insurance to be effected with a reputable insurance company and evidenced prior to hiring the Venue and immediately upon any reasonable demand by the School. For "one-off" hires, where the hirer is unable to provide their own Public Liability Insurance, a charge of 7% of the gross hire charge will be applied, allowing the hire to benefit from the use of the school's Public Liability Insurance cover.
- 7.2 The Hirer shall indemnify and keep indemnified the School against all losses, damages, costs, charges and expenses at any time incurred or suffered by the School and arising directly from any breach by the Hirer of this Contract, or any of its obligations to the School, or from any negligence, negligent act, negligent omission or default on the part of the Hirer, its employees, associates or guests, and provided always that the Hirer's liability to indemnify the School shall be reduced proportionally to the extent that an act or omission by the School may have contributed to the said losses, damages, costs, charges and expenses.
- 7.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- a) death or personal injury caused by negligence; and
 - b) fraud or fraudulent misrepresentation.
- 7.4 Subject to 7.3, the School shall not be liable for:

- a) the death of, or injury to, the Hirer or that of the Hirer's employees, contractors or any other guests or invitees to the Venue; or
- b) damage or theft of any property of the Hirer or that of the Hirer's employees, contractors or other guests of invitees to the Venue.

7.5 Subject to Clause 7.3 and Clause 7.4, the School's total liability to the Hirer shall not exceed 100% of the value of this Contract in aggregate.

8. Cancellation

8.1 The School may cancel the Contract with immediate effect by giving the Hirer notice in writing if:

- a) there is a requirement by law, change in law or government requirement that impacts the School's ability to hire out Venue to the Hirer or prohibits the use of Venue ;
- b) the School closes;
- c) the Hirer fails to pay any amount due under the Contract on the due date for payment;
- d) the Hirer commits a material breach of any term of the Contract;
- e) the Hirer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- f) the Hirer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy;
- g) the Hirer is unable to perform its obligations in connection with the Contract pursuant to Clause 10.1;
- h) the School receives complaint(s) about the Hirer with regards to the Hirers use of the Venue;

8.2 The Hirer may cancel the Contract by giving the School not less than one months' notice in writing.

8.3 The School may cancel the Contract for convenience (for any reason) upon one month's written notice.

9. Data Protection

9.1 Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

10. General

10.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

10.2 **Assignment and other dealings.** The Hirer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the School's prior written consent.

10.3 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10.4 Waiver

- a) A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- b) A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

10.5 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 10.7 shall not affect the validity and enforceability of the rest of the Contract.

10.6 **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

10.7 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

Signed by [NAME]

For and on behalf of [NAME OF Hirer]

Signed by [NAME]

For and on behalf of [NAME OF School]

Date:

Appendix B

HIRE DETAILS

SCHOOL: Applecroft School, Applecroft Road, Welwyn Garden City, Herts, AL8 6JZ

FULL NAME OF ORGANISATION ("the Hirer")

Company Registration Number: _____

Address: _____

Representative Contact Name: _____

Event [insert a brief description of the event/function/intended purpose of hire here]

DATE(S) REQUIRED: _____

NUMBER ATTENDING: _____

	TICK IF REQ'D	PREPARATION TIME		FUNCTION TIME		CLEARING TIME		TOTAL HOURS
		FROM	TO	FROM	TO	FROM	TO	
ACCOMMODATION								
LARGE HALL								
SMALL HALL								
DINING ROOM								
DARLEY CLASSROOM								
OLD NURSERY								
OUTDOOR COURTS								
PLAYING FIELDS								
SERVICES								
STAGE LIGHTING								
AMPLIFYING EQUIP								
PIANO								
OTHER								
TOTAL HOURS								
CHARGES								
* PUBLIC LIABILITY INSURANCE All regular hirers are required to hold Public Liability Insurance and to let the school have a copy of the cover note prior to the hiring. For "one off" hires the school can arrange insurance cover in advance of the hiring and a charge will be made – currently 7% of net charge. No hiring can take place without this insurance cover arranged either by the hirer or through the school.						CHARGE PER OCCASION		
						HIRER INSURANCE FEE*		
						TOTAL VAT		
						TOTAL CHARGE		

N.B. if any of the above services are to be used, the Headteacher must be satisfied that a competent operator and/or electrician is in charge before such use commences. An extra charge is made for these services.

I have read the Contract to hire document, which I accept on behalf of the organisation named above. I wish to apply for the use of the accommodation and/or service specified above and any special conditions required. For "one off" events I agree to pay the charge according to the scale in force at the date of hire, payable 14 days prior to the event taking place. I am over 18 years of age.

SIGNED (ORGANISER) _____ NAME _____
 ADDRESS _____

DATE _____ CONTACT TELEPHONE NO. _____

NAME AND ADDRESS OF PERSON TO WHOM ACCOUNT SHOULD BE SENT IF DIFFERENT TO ABOVE:-

FOR OFFICE USE

AUTHORISATION OF HIRE: SIGNED _____	DATE _____
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Lettings Administration Process

- Prospective hirer contacts the school.
- Policy, hire details, contract to hire document and scale of charges issued to hirer.
- Hirer sends, to the school office, the signed contract to hire and the hire details form along with a copy of their current certificate of Public Liability Insurance and any safeguarding information.
- Hiring's manager checks the details on the application form and confirms that the insurance certificate is valid and that safeguarding arrangements are adequate.
- Where hire extends beyond normal working hours of the key holder, the key holder will be consulted before a decision is made.
- The application is considered by the Headteacher and, if appropriate, the Chair of Trustees and a decision is made whether to permit the hire. Applications will not be considered that are not accompanied by a valid certificate of insurance and a signed hire detail form.
- Hirer informed verbally of the decision.
- The school key holder is informed of outcome.
- Letter of confirmation sent to hirer
- For "one off" hires deposit requested and copy invoice sent requesting full payment 5 business days prior to event.
- Complete Fire Safety Risk Tour and confirm security arrangements.
- For hires outside the working hours of site staff, key's and entry fob to be passed to hirer after completion of declaration.

Applecroft School**Hire Charge Rates:****Main Hall**

Per Hour £22.00

Dining Room

Per Hour £11.00

Small Hall

Per Hour £16.50

Community Room

Per Hour £11.00

Playing Field

Per Hour £11.00

Outdoor Courts

Per Hour £5.50

Stage Lighting

Price on application

Amplifying Equipment

Price on application

Piano

Price on application

Site Manager Fee (unlocking and locking of premises) Per Hour

£11.00

Site Manager Fee (attendance for the entire event) Per Hour

£22.00

Refreshments can be arranged and charged separately

Key Holder/pass/entry code Agreement Policy

I [insert your name] as a Key Holder agree to and will abide by the following terms and conditions:

1. The issued key(s)/pass will remain the property of Applecroft School.
2. The key/pass is issued only for the hirers' sole use and it must not be loaned or otherwise provided for the use of anyone else under any circumstances.
3. The Key Holder is responsible for any abuse or damage caused by the use of the key/pass.
4. The making of copies of the key/pass is strictly prohibited.
5. Where entry codes are given, this information must not be given to anyone else. Misuse of the entry code which results in the alarm being activated will result in a £35.00 call out charge.
6. If you lose or damage keys/passes or if they are not returned when you cease your hire, you will be charged for their replacement. Cost of a pass is £5.00 and school door entry key £7.00.

Before keys/pass can be issued you are asked to sign the declaration below and acknowledge the conditions of issue.

I accept the above terms and conditions of issue:

Signed:

Name:

Date:

Pass issued: Access to:	Keys issued: 1. 2.
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A copy of this agreement should be retained by the keyholder and Applecroft School, where it will be retained in a secure and confidential manner.
NB. All information will be held in accordance with current data protection legislation. A copy of our keyholder privacy notice can be found on our website.