

Lettings Policy

Date agreed by Governors	Autumn 2020
Date reviewed	Autumn 2022
Date Reviewed	Autumn 2024
Date Reviewed	Autumn 2026
Next Review	Autumn 2028

Linked Documents
Health and Safety Policy

The United Nations Convention on the Rights of the Child (UNCRC) articles which inform this policy are:

- Article 3: The best interest of the child must be top priority in all decisions and actions that affect children
- Article 29: Education must develop every child's personality, talents and abilities to the full. It must encourage the child's respect for human rights, as well as respect for their parents, their own and other cultures, and their environment.
- Article 31: Every child has the right to relax, play and take part in a wide range of cultural and artistic activities.

School's Purpose: To prepare pupils for lifelong success

School's Vision: At Godwin Junior School we:

- Value everyone
- Instil a love of learning
- Seek and encourage talent
- Inspire resilient learners
- Open minds to develop responsible global citizens
- Nurture confident, articulate individuals

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1. Aims

The school's prime purpose is to provide the best possible education for its pupils. The school wishes to be at the hub of our community, promoting equality of opportunity in an overall inclusive and accessible environment. This Policy is designed to give access to our facilities whilst keeping with our commitments towards our pupils and community.

We aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations whose ethos is in keeping with that of the school
- 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

2. Principles

The School Business Manager will consider the hiring of the School's premises from any person(s) able to comply with this policy. In deciding whether or not to hire the School's premises, she will have regard to the following:

- the likelihood of any damage being caused to the premises, or neighbouring premises
- the likelihood that any nuisance that may arise, as a result of accepting the booking, including parking in the immediate area and noise affecting local residents
- interference with school activities
- the availability of facilities and relevant premises staff
- the school's Health and Safety and Safeguarding Policies
- the specific health and safety issues with regard to the number of Users
- qualifications of instructors, type of activity and so forth
- the adequacy of management procedures during the Hire Period
- the appropriateness of the hiring and if it is considered to be consistent with the ethos of the school

3. Areas available for hire

3.1 Available areas

The school will permit the hire of the following areas:

- Sports hall
- Playground
- Car Park

The car park may be used at no additional charge when the premises/grounds are hired, providing that all vehicles and any other equipment are removed at the end of the hire period. Anything left in the car park without prior agreement will be disposed of and the hirer will be charged for any costs incurred by the school. Any vehicles left in the car park without prior agreement will be charged at £100 per day per car park space used.

4. Charging Details

4.1 Rates

The rates for hiring out different areas are listed in the table in the section below. 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.

Once the letting has been agreed a refundable deposit £100, which is separate from the actual letting fees for breakages, damage (to property or equipment within the building) or excessive cleaning required. The deposit is refundable upon receipt of satisfactory report from the site supervisor after the hire has taken place.

AREA	CAPACITY	COST
Car Park	19 spaces	£200 (for up to 3 hours) £50 per hour for each hour after this
Sports hall	150 seated without the use of a stage. 125 seated with the use of a stage. 200 standing These figures do not include any tables of any kind. If tables are required then a detailed seating plan will need to be agreed prior to the letting being agreed.	Lettings during the daytime Monday - Friday are only available during the school holidays. Mon-Fri (9am – 6pm) £70 per hour Sat (9am – 6pm) £95 per hour Sun (9am – 6pm) £120 per hour Whole day sessions: Mon – Fri (9am – 6pm) £400 Sat (9am – 6pm) £575 Sun (9am – 6pm) £750

AREA	CAPACITY	COST
Playground	500 Standing without any attractions	**Utility cost:** To be discussed dependent on extent to which utilities are used. Hourly hire from £10 per hour. This is paid for all lettings in addition to the costings below. Lettings during the daytime Monday - Friday are only available during the school holidays. Mon-Fri (9am– 6pm) £70 per hour Sat (9am – 6pm) £95 per hour Sun (9am – 6pm) £120 per hour Whole day sessions: Mon – Fri (9am – 6pm) £400 Sat (9am – 6pm) £575 Sun (9am – 6pm) £750

4.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 10 school days' notice. 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 10 school days' notice. If less notice than this is given, the licensee shall not be entitled to a refund.

4.3 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.

5. Statutory Requirements, Licenses and Permissions

The Hirer shall adhere to all laws relating to Health and Safety, Equal Opportunities, sale of alcohol and other items, Public Entertainment and noise nuisance. The Hirer shall obtain any license and permission necessary for the event, with or without a paying audience.

6. Application process

Those wishing to hire the premises should fill out the hire request form, which is available 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 School Business Manager and Head Teacher.

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 will also share 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.

A deposit of 50% is required to secure a booking, with the remaining balance to be paid at least one calendar month in advance of the (first day of the) booking.

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, or reputational damage may occur.

7. 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. The Site Supervisor has the right to exercise control throughout the letting, and may terminate the letting if the terms and conditions are not adhered to fully.
2. "Hirer" means the person or entity identified in the relevant hire request form.
3. If the hirer blatantly breaks the conditions of usage, the let can be terminated immediately.
4. 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.
5. Only specified designated areas within the school will be available, by prior agreement, with the hirer.
6. 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.
7. The hirer shall not sub-licence any of the premises under the licence.
8. 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.
9. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
10. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
11. School furniture or equipment shall not be moved, nor used, except by prior arrangement.
12. Electrical equipment may only be used in school premises if it has been PAT tested to ensure that is has no electrical defects which could constitute a safety hazard. It should be noted that this may be audited at any time during the let period.
13. Use of school equipment (e.g. piano, gym equipment, pc equipment, screens, flip charts etc.) is NOT included with the accommodation booked. Separate permission for the use of such equipment must be obtained prior to hire.
14. The hirer must ensure that appropriate clothing and footwear is worn for specific activities. Indoor non-marking soles and for outdoor activities appropriate footwear are mandatory. Cultural differences and the specific needs of people with disabilities will be respected.
15. 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 and must take out its own public liability insurance with a reputable insurer approved by the school and shall provide of copy of the relevant insurance certificate no less than 10 school days before the start date of the licence.
16. Entrance to the school will be via the main entrance, which will be opened by the school at an agreed time. For security reasons, the school keys will not be available to the hirer. It will be the responsibility of the hirer to ensure that the school premises are secure during the time they are in use, i.e. ensure that the main entrance is locked when all members of the group are inside.

17. Smoking is not allowed anywhere in the building or in the grounds.
18. No alcohol will be allowed on the premises.
19. Gambling will not take place on school premises without permission and in accordance with the conditions of the The Gaming Act 1958. The letting application form must state if permission to engage in any form of gambling is being requested.
20. Licenses – the hirer is to ascertain and obtain if necessary from the appropriate section of the London Borough of Newham.
21. 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.
22. Animals, with the exception of dogs for visually impaired or blind people, are not permitted on the school premises.
23. Photography – The use of cameras, videos and other equipment with the capacity to photograph is allowable provided the person responsible for the let has obtained any necessary permission, i.e. from parents/carers of children or persons being photographed. It should be noted that this may be audited at any time during the let period.
24. Preservation order – the hirer is responsible for the preservation of good order during the letting and for ensuring that no offensive acts take place upon the premises.
25. 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

26. 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.
27. Any cancellations by the hirer received with less than 10 school days' notice will not be refunded.
28. Any cancellations by the school made with at least 10 school days' notice will be refunded.
29. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
30. 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.
31. 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.
32. 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.
33. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.

34. The hirer will acquire all appropriate additional licenses for any activities they are running, including those required for use of any third party intellectual property.
35. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
36. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
37. The school's Lettings 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.
38. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
39. 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.
40. The School will not be liable for any damage, injury or loss of property brought to or left in the school premises or school car parks by persons using the premises

8. 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 our pupils, or when our 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.

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 our School Business Manager via info@godwin.newham.sch.uk.

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 whether 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 info@godwin.newham.sch.uk or to the school office at Godwin Junior School, Cranmer Road, London, E7 0JW. 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: Hire Confirmation Letter template

Godwin Junior School
Cranmer Road
London
E7 OJW
Telephone: 020 8534 7601
Email: Website:
www.godwin.newham.sch.uk

Dear [contact name]

Thank you for submitting your hire request form to us.

We are pleased to confirm that the area you have requested is available on the date(s) and time(s) of your application 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 terms and conditions already provided to you/enclosed.

Based on the length of time and area requested, the full amount for the hire will be [insert amount]. You can pay us by [insert payment method(s) and details here]. We request a 50% deposit to secure the booking and then full payment of the fee by [insert date]. We will also require you to submit to us proof of your public liability insurance by [insert date].

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 our School Business Manager with any questions about hiring the premises.

Kind regards,