

Lettings

DRAFTED BY:	JHI	STATUS:	Non-statutory
APPROVED:	03/2021	GOV. PANEL:	Resources
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1. Introduction

- 1.1. Isleworth & Syon School aims to ensure that the school's facilities are used to their fullest potential. It is intended that the premises and sports facilities are available firstly for the benefit of the learners, and secondly for local people, which consequently provides the school with financial income.
- 1.2. Overall responsibility for school lettings is held by the governing body, who monitor the policy through the Resources Committee. Practical responsibility for the policy is initially delegated to the Finance Officer.
- 1.3. This policy aims:
 - To ensure that lettings are not in conflict with the fundamental purpose of the school.
 - To support community involvement in the life of the school.
 - To support the community in sporting, cultural and educational pursuits.
 - To maximize the commercial opportunity for lettings.
 - To ensure that costs are fully calculated and covered.
 - To provide a professional service to users of the school's premises and ensure good customer care.
 - To monitor the maintenance of the high standards of the premises and grounds.
- 1.4. The emphasis is to ensure staff are aware of their responsibilities and hirers' compliance with health and safety and insurance requirements. The policy is linked with the Safeguarding Policy as well as other Health & Safety policies.

2. The Letting Process

2.1. DEFINITION OF A LETTING

A letting may be defined as 'any use of the school premises by either a community group or a commercial organisation', regardless of whether a letting fee is charged. It must not interfere with the primary activity of the school, which is to provide a high standard of education for all of its students.

2.2. CHARGES FOR A LETTING

The governing body is responsible for setting the charges for the letting of the school premises, as set out in the approved scale of lettings charges (see 3.6).

2.3. APPLYING TO THE SCHOOL FOR A LETTING

Applying to use the school premises should be made to the Finance department and the application form (the Letting Agreement as shown in Appendix 2) should be filled in at least 14 days before the event. Please note:

- 2.3.1. School functions always receive priority.
- 2.3.2. If any member of school staff has any concern about the appropriateness of a particular request for or conduct of a letting, he/she will consult the Finance Officer or in their absence any member of SLT, who has the authority to determine the issue on behalf of the governing body.
- 2.3.3. The School has the right to refuse an application, and no letting should be regarded as 'booked' until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been confirmed in writing.

- 2.3.4. Once a letting has been approved, confirmation will be sent to the hirer, confirming the details of the letting, along with a copy of the terms and conditions (Appendix 1) and the Letting Agreement (Appendix 2).
- 2.3.5. The Letting Agreement must be signed and returned to the school before the letting can take place. It should be signed by a named individual and the agreement should be in their name, giving their permanent private address.
- 2.3.6. The named individual applying to hire the premises will be invoiced for the cost of the letting.
- 2.3.7. All letting fees will be paid into the school's bank account to offset the costs of services, staffing etc.

2.4. TERMINATION OF LETTING AGREEMENT

The School has the immediate power to terminate any letting agreement relating to the hire of the school premises, in accordance with the terms and conditions. Please see Section 3 for payment and cancellation charges.

2.5. INDEMNITY AND INSURANCE

- 2.5.1. 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.
- 2.5.2. Any damage caused to the accommodation (or elsewhere in the school) shall be compensated to an extent considered reasonable at the discretion of the School within seven days of a written demand.
- 2.5.3. 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.
- 2.5.4. The hirer shall obtain insurance against legal liabilities to third parties (including the School) with a limit of indemnity of at least £5,000,000 for any one incident.
- 2.5.5. The School shall not be responsible for any injury to persons or damage to property arising out of the letting of the premises.

3. Letting Charges

- 3.1. Letting charges will take effect from 1 March 2021.
- 3.2. All charges are reviewed annually and set at a commercially viable rate.
- 3.3. Any requests for Sunday lettings will be considered; however, charges will be doubled to cover increased staffing costs.
- 3.4. Any requests for lettings beyond 10.00pm will be considered; however, after this time charges will increase due to increased staffing costs.
- 3.5. Staff and linked organisations booking the facilities can receive a negotiated discount.
- 3.6. Please see below for a full table of charges.

VENUE	MAX NUMBERS	COST PER HOUR	DEPOSIT
School Hall	Depending on type of event	£38	£150
Meeting space (school dining hall)	Depending on type of event	£20	£150
Small Gymnasium Hall	30	£21	£150
Sports Hall	40	£38	£150
Classroom	32	£18	£150
Astroturf - Full pitch		£95	£150
Astroturf - Half pitch		£52	£150

VENUE	MAX NUMBERS	COST PER HOUR	DEPOSIT
Busch Corner - Grass pitch		£16 (1 pitch) £27 (2 pitches)	£150

3.7. VAT CHARGES

3.7.1. The lettings of buildings or land for non-sporting activities is exempt from VAT. However, VAT is applied to lettings of the Small Gymnasium Hall, Sports Hall, Astro turf and Busch Corner for sporting activities where lettings are less than 10 sessions.

3.7.2. VAT will be charged at 20% unless you have a block booking of 10 weeks or more, making you exempt. Clarification can be sought from the finance department or from a VAT Officer. VAT will be charged at the standard rate for hire of equipment.

3.8. A deposit of £150 is required at the time of booking. Payment is due 30 days before the date of the event. If the booking is made within 30 days, the full amount becomes payable immediately.

3.9. Block bookings for regular lettings will be invoiced termly or as agreed at the time of booking.

3.10. The hours of hiring must include the full time you are on the school premises. This includes preparing for the event and cleaning up afterwards.

3.11. Cancellation charges are applied as follows:

NOTICE	CHARGE
One month or more	None of the amount is charged (the full fee is refunded)
More than seven days, less than one month	50% of the amount is charged (half is refunded)
Seven days or less	100% of the amount is charged (no refunds)

3.12. The School reserves the right, in exceptional circumstances, to cancel the letting at any time without giving the reason. In such an event, the fee paid shall be refunded in full but the School shall not otherwise be liable for damages in respect of such cancellation.

3.13. Any use of accommodation in excess of that booked will be subject to a supplementary charge.

3.14. HIRE OF EQUIPMENT

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

4. Venues

4.1. SCHOOL HALL

4.1.1. You are only able to hire the whole hall and have use of:

- Eight round tables
- Up to 180 chairs
- Stage area (by prior agreement only).

4.1.2. Parking is at the front of the school and on adjoining roads **only**.

4.2. MEETING SPACE (SCHOOL DINING HALL)

This space can be used for meeting-style lettings - no practical activities. Chairs and tables can be provided upon request. Parking is at the front of the school and on adjoining roads **only**.

4.3. GYMNASIUM

4.3.1. No ball games can be undertaken in this area. You have use of a:

- Approximately 3m x 5.5m space (16.7m²)
- One changing room (not sole use)

4.3.2. There is always other equipment stored in this space when a letting takes place - such as rowing machines or table tennis tables - that cannot be used. Parking is at the front of the school **only**.

4.4. SPORTS HALL

4.4.1. A sports-specific space. The hall contains:

- Markings for: Full size Basketball court (black); 4 x Badminton (white); 4 x Side Basketball keys (red); 1 x Volleyball (green); 1 x Tennis (yellow); 20m track (sky blue); 5 a side (orange)
- 5 a-side goals which can be requested as part of a letting
- One changing room (not sole use)

4.4.2. Parking is via the Church Road entrance on the hard-standing area at the back of the school **only**.

4.5. CLASSROOM

Please note that the Hirer is responsible for ensuring that school property, work or equipment is not interfered with in any way. Parking is at the front of the school **only**.

4.6. ASTROTURF

4.6.1. The space contains:

- One set of 24 x 7ft goals for full pitch
- One set of 16 x 7ft (9 a-side goals) on each half pitch
- One changing room (not sole use)

4.6.2. This space must be rented out either on the hour or half hour. Markings are for a full football pitch, with semi-circles to the sideline on each half pitch. It is available to let from:

- 5.30 - 9.00pm on weekdays (Monday to Thursday)
- 9.00am - 6.00pm on Saturdays

4.6.3. Please note that users have 15 minutes after the last booking to fully clear the site. Parking is via the Church Road entrance on the hard-standing area at the back of the school **only**.

4.7. BUSCH CORNER PLAYING FIELDS

4.7.1. This space must be rented out on the hour or half hour. It contains markings and posts for:

- A full football pitch (11 v 11)
- A 7 v 7 football pitch
- A full rugby pitch
- 1¼ rugby pitch

4.7.2. This space can be let during the following times:

- 5.00 - 9.00pm on weekdays (Monday to Thursday)
- 12.00 - 6.00pm on Saturdays
- School holidays

4.7.3. Please note that access to changing rooms is provided with the letting. In the event of waterlogged or unplayable pitches, priority use will go to protecting pitches for use by the school.

5. COVID-19 Update

- 5.1. We ceased lettings during March 2020 in compliance with the first National Lockdown. Since the English 'roadmap' out of lockdown was announced on 22 February 2021, we have been preparing to safely reopen lettings ensuring we follow the Government guidance.
- 5.2. The number of lettings may be reduced to ensure the safety of all on our school site and to enable the increased cleaning required.
- 5.3. Any hire will be only be in conjunction with the current Government legislation.
- 5.4. The following are additional letting terms and conditions until such time as it is safe to remove them. The Hirer must:
 - 5.4.1. Have the contact details of all people attending their booking.
 - 5.4.2. Ensure that no one with any COVID-19 symptoms or who should be self-isolating attends their booking.
 - 5.4.3. Ensure that anyone that has to use a communal inside space wears a face covering e.g. corridors, lobbies, toilets.
 - 5.4.4. Ensure that whilst on school site that all current Government COVID-safe guidelines are implemented e.g. hands, face, space.
 - 5.4.5. If it is a sports booking, follow the current NGB COVID-safe guidance for that particular sport.
 - 5.4.6. Stay socially-distanced from our staff at all times.
- 5.5. We are still making toilet and changing facilities available for bookings, but where possible ask organisations to encourage people to come 'booking-ready'.
- 5.6. We expect organisations to produce their own COVID Risk Assessment which may be required at any time and/or, if any concerns arise due to safety of users and school staff on-site.

Appendix 1 – Terms & Conditions of Letting of the School Premises

These terms and conditions must be complied with and together with the application form constitute the contract between the School and the hirer(s).

The 'Hirer' shall be the named individual on the letting agreement. This person will be personally responsible for payment of all fees or other sums due in respect of the letting.

STATUS OF THE HIRER

- Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background.
- The letting agreement is personal to the Hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the School and the Hirer.

DISCLOSURE AND BARRING SERVICE (DBS) CHECKS

- It may be necessary for the Hirer to undergo a disclosure and barring services check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with children and young people, it is the responsibility of the Hirer, as advised by the Headteacher, to ensure that they have complied with the DBS Code of Practice.
- When there is a requirement for DBS checks to be undertaken, the Hirer must keep appropriate records in line with the DBS Code of Practice and report to the school any safeguarding concerns which may arise.
- The Hirer will be required to provide evidence that DBS checks have been carried out on request.
- In relation to activities for children, the Hirer must ensure that there are sufficient adults present to be in full control of the children throughout the whole period during which they are on the school site.

STATUTORY REQUIREMENTS

The Hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity affecting the school premises or which would, or might, vitiate in whole or in part any insurance affected in respect of the premises from time to time.

LETTING PERIODS

The school facilities are generally unavailable for hire during normal term time before 5.30pm. All finishing times are by negotiation. The school is not available for hire on Bank Holidays or over the Christmas period.

LICENSES AND PERMISSIONS

- The Hirer shall not use the accommodation for any purpose or activity for which a licence or permission is necessary, e.g. preparation and sale of food, unless such a licence has been obtained. The Hirer should confirm with the School the licenses that they hold.
- No copyright works shall be performed in the accommodation without the licence of the copyright owner, and the Hirer shall indemnify the School against any penalty or sanction for any copyright infringement that may occur. The borrowing of music scores or plays from a local library does not constitute permission to perform.
- No film or video shall be shown in the accommodation or taken in the facilities without the School's prior consent.

PUBLIC SAFETY

The Hirer is responsible for the health and safety of everybody using the accommodation (including first aid) and must make itself aware of the fire precautions and procedures in existence. There will be a member of the school staff on the premises throughout the duration of the letting(s). Please notify them of any problems during the letting(s). Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and its contents. In particular:

- a) Performances involving danger to the public shall not be permitted.
- b) Highly-flammable substances shall not be brought into, or used in, any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay, etc) shall be undertaken or erected without consent at the time of the letting agreement.
- c) No unauthorised heating appliances shall be used on the premises.
- d) No candles/naked flames or Joss sticks are permitted on site.

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- e) No fireworks are permitted on site.
 - f) Animals, other than guide dogs, are not permitted on the school premises without written prior consent of the school.
 - g) All electrical equipment brought into the building shall be subject to regular PAT testing and certification provided in evidence. The intention to use any electrical equipment must be notified on the hire application form. The school disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.
 - h) Adequate supervision must be provided to maintain order and good conduct, and, where applicable, the Hirer must adhere to the correct adult/pupil ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, scouts etc.

THE HIRER'S RESPONSIBILITIES

- The Hirer must inform the school of any fault, damage or other problems with the premises or equipment encountered during the letting.
- No part of the premises is to be used otherwise than for the purpose of the premises requested.
- No part of the premises requested is to be used for any unlawful purpose or in any unlawful way.
- The Hirer shall leave the accommodation in a clean and orderly state.

OWN RISK

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

FIRE SAFETY

- Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times.
- Fire-fighting apparatus shall be kept in its proper place and only be used for its intended purpose.
- The fire call points (linked to the fire brigade) will be used for any outbreak of fire, however slight, and details of the occurrence shall be given to the Headteacher.
- The Hirer is responsible for familiarising his/herself with the procedure for evacuation of the premises, the escape routes, and the assembly points, and shall be familiar with the fire-fighting equipment available.
- The Hirer must arrange for an adequate number of responsible stewards to be present throughout the period of the hire.
- All hirers should make themselves aware of the emergency procedures, fire-fighting equipment and information displayed in the area of hire.

EMERGENCY EVACUATION

- On discovering a fire, the responsible person should activate the fire alarm at the nearest alarm point; this will activate the Fire Service. All school telephones will also allow users to dial 999. The Hirer will be responsible for contacting the Site Manager/Caretaker immediately. The Site Team mobile telephone number will be given to all hirers.
- The Hirer will be the responsible person for ensuring that all visitors vacate the building in the event of the Fire Alarm sounding. They must follow the 'Fire Evacuation Routes', as per the instructions for their area of letting. Details are below:
- Hirers using the Main Hall will evacuate via the front of school external doors (all 3 sets if needed) and assemble outside the front entrance. The Assembly Point is at the front of the school. At or before the start of the letting, the School will liaise with the responsible person to identify all available escape routes.
- Hirers using the Meeting Space/Dining Room will evacuate via the main external door to the side of the room into the front car park. The Assembly Point is at the front of the school. If this route is unavailable, evacuation will be via the double doors to the side, and down the corridor to the front of the school. At or before the start of the letting, the School will liaise with the responsible person to identify all available escape routes.

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- Hirers using the Sports Hall will evacuate via any of the four escape routes in the hall, and safely make their way round to the assembly point at the back of the school. At or before the start of the letting, the School will liaise with the responsible person to identify all available escape routes.
 - Hirers using the Gym will evacuate via the doors at the front of the Gym. The Assembly Point is at the front of the school. If this route is unavailable, please exit out of the back of the hall through the Sports Hall and nearest fire exit, and make your way to the front of the school. At or before the start of the letting, the School will liaise with the responsible person to identify all available escape routes.
 - The responsible person must ensure that all visitors are accounted for.
 - You must not collect coats/bags/any other items or tidy anything away.
 - All doors must be closed upon leaving the building.
 - N.B. Water-filled extinguishers must not be used on electrical equipment.

FIRST AID FACILITIES

It is the responsibility of the Hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings. There is no legal requirement for the school to provide first aid facilities and use of the school's resources is not available.

FURNITURE AND FITTINGS

- Furniture and fittings shall not be removed or interfered with in any way, nor shall they be rearranged except by prior agreement, in which case they will be subject to reinstatement at the end of each session of use. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, is permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any repair required.
- All floors are used by students for a wide variety of activities and no substance is to be applied to floors to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn in school buildings. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the building.

FOOD AND DRINK

No food and drink may be prepared or consumed on the property without the direct permission at the time of the letting.

KITCHEN/FOOD PREPARATION, FACILITIES AND EQUIPMENT

The school will not provide any access to the kitchen/equipment or food preparation areas as part of a letting.

ALCOHOL

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the permission in writing of the Headteacher/governing body, whose written consent must also be obtained prior to seeking any Temporary Event notice for the sale of alcoholic liquor from the local Licensing Authority. All evidence of intoxicating liquor must be removed from the premises at the end of the letting.

SMOKING & DRUGS

The whole of the school premises, which includes the grounds, is a non-smoking area, and smoking is not permitted. This includes the use of E-cigarettes and personal vaporizers (PVs). No intoxicants/illegal drugs shall be brought on to or used on the premises.

BETTING, GAMING AND LOTTERIES

Nothing shall be done on, or in relation to, the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the premises shall ensure that the requirements of the relevant legislation are strictly observed.

NUISANCE/DISTURBANCE

The Hirer shall not cause nuisance or annoyance to the occupiers of any neighbouring premises.

DISPOSAL OF WASTE

The disposal of any refuse arising from the use is the responsibility of the Hirer. This must be removed off-site unless prior arrangements are made at the time of letting.

ANIMALS

Except in the case of trained guide dogs for the blind and hearing dogs for the deaf, animals shall not be permitted on the school premises.

SUB-LETTING

The Hirer shall not sub-let the premises, underlet or share possession with any other parties.

STORAGE ANCILLARY TO THE LETTING

Prior permission must be obtained before goods or equipment are left or stored on the premises. Permission can be granted for the overnight storage of goods and equipment brought to the school for a particular event, in appropriate circumstances.

LOSS OF PROPERTY

The school cannot accept responsibility for damage to, or the loss or theft of, the Hirer's property and effects. It is the responsibility of the Hirer to make his/her own insurance arrangements if required.

CAR PARKING

Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the school. In particular, the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed. Where parking accommodation is available, this must be used, and users of the school should avoid undue noise on arrival and departure.

TOILET FACILITIES

Access to designated toilet facilities is included as part of the letting arrangements.

RIGHT OF ACCESS

The School reserves the right of access to the premises during the letting for emergency or monitoring purposes. Members of the Senior Leadership Team or the Finance team will monitor activities from time to time.

VACATION OF PREMISES

The Hirer shall ensure that the premises are vacated promptly at the end of the letting session. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

COMPLAINTS PROCEDURE

In the event of a hirer being dissatisfied with the facilities or service, the school will investigate in line with the school's Complaints Procedure.

Hirer's Details

FULL NAME:			
ADDRESS:			
TELEPHONE (DAYTIME):		TELEPHONE (EVENING):	
EMAIL ADDRESS:			

If acting on behalf of a business, club, organisation etc please state its full name and address plus your position there.

ORGANISATION NAME:		JOB TITLE:	
ADDRESS:			

Facilities to be Hired

FACILITIES AVAILABLE	DAY AND DATE OF EVENT	TIMES OF HIRE
Main Hall		
Dining Hall		
Gym		
Sports Hall		
Classroom		
Astroturf Full Pitch		
Astroturf Half Pitch		
Playing Fields at Busch Corner 1 Pitch		
Playing Fields at Busch Corner 2 Pitches		

DO YOU WISH TO MAKE MULTIPLE / REGULAR BOOKINGS?	<input type="checkbox"/> YES <input type="checkbox"/> NO	
ADDITIONAL DATES:		

Further Details

On the next page, you must accurately disclose the purpose for which the site and/or space is required at the time of booking. Any misrepresentation will entitle the school to cancel the event and retain the deposit/hire fee.

EVENT TITLE:		EXPECTED NUMBERS:	
IS THE EVENT/ACTIVITY EXCLUSIVELY FOR 0-19 YEAR OLDS?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS ALCOHOL TO BE BROUGHT ON TO AND CONSUMED ON THE PREMISES?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF YES, HAS A LICENSE BEEN OBTAINED?	<input type="checkbox"/> YES <input type="checkbox"/> NO		

Insurance

All hirers should have public liability insurance with minimum cover of £5,000,000. **Please enclose a copy of the insurance certificate when returning this form.**

NAME OF INSURER:		POLICY NUMBER:	
EXPIRY DATE:		LIMIT OF INDEMNITY:	

Certificates/Qualifications and CRB Checks

IF YOU ARE PLANNING TO DELIVER COACHING ACTIVITIES, DOES THE COACH OR LEADER POSSESS APPROPRIATE QUALIFICATIONS?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF YES, PLEASE GIVE DETAILS:	
IF THIS COACHING INVOLVES YOUNG PEOPLE (UNDER THE AGE OF 18), HAS THE COACH HAD DBS CHECKS HAPPENED?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF YES, PLEASE GIVE THE NUMBER AND DATE ON THE CERTIFICATE:	

Declaration

1. I undertake to pay the appropriate hiring charges at the times specified
2. I have read and agreed to be bound by the Terms and Conditions of use.
3. I agree to indemnify the school against any claims for loss or damage or personal injury or any associated costs arising from this agreement.
4. The school reserves the right at any time, including during the event, to refuse or cancel the hire of the site which they consider to be objectionable or in any way detrimental to the reputation of the school.

SIGNED:		DATE:	
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Return

Once fully completed, this application form, a copy of your public liability insurance certificate, and Risk Assessments (optional) should be returned to: **Finance Department, Isleworth & Syon School for Boys, Ridgeway Road, Isleworth, Middlesex, TW7 5LJ**

For Office Use Only

APPROVAL OF HIRING BY LETTINGS OFFICER / BUSINESS MANAGER / HEADTEACHER			
SIGNED:		DATE:	

PAYMENT	
For regular hires, you can elect to pay via invoice. A holding deposit (£150) to be paid at the time of booking by cheque or BACS payment to Isleworth & Syon School for Boys.	