

Lettings Application Procedure

2020 -21



Policy dates: Sept 2020 – Aug 2021
Staff Lead: K. Purbhoo
Trustee Lead: N/A
Policy approved: Board meeting Jun 2020
Next review date: Mar 2021

TBAP AP AND SPECIAL ACADEMIES



INTRODUCTION

Section 42 of the *Education Act 1986* provides for the use of school premises outside of school hours to be under the control of the Board. In exercising their responsibilities under Section 42, Governing Bodies are required to be sympathetic to the needs of the community served by the school when deciding upon 'out of hour's' usage.

FACTORS FOR CONSIDERATION

A key factor in considering letting applications is therefore the potential for disruption to learning activities during the next teaching session, whether this relates to the time constraints of resetting rooms or possible damage to equipment or furniture.

Where the academy is located in a residential area the consideration of lettings applications requires balancing the needs of the local community with the expectations of the school's neighbours for reasonable peace and quiet, particularly at weekends and during Public Holidays. Lettings applications will therefore be declined if, in the opinion of the Trust, they are likely to create any disturbance, noise, nuisance, annoyance or inconvenience to local residents.

All hirers should complete the Lettings Application Form (Appendix 1) and sign to agree to abide to the Conditions of Hire (Appendix 2). Successful letting applications will be issued with a Permit for the Hire of School Premises (Appendix 3).

LETTINGS CHARGES

The Trust applies an appropriate scale of charges for lettings to commercial and private users in order to cover costs associated with Site Care staffing and utilities. The total charge is comprised of a set up cost and an hourly room rate, with enhanced rates applied during weekends.

Please note – charges and policy conditions are subject to review in July 2020.

All one-off bookings are subject to a deposit of **£75.00** and the school reserves the right to retain this deposit should the booking overrun, or there be any disturbance or damage.

	Room Rate	Set Cost
Weekday	18.50	9.00
Saturday	21.50	10.50
Sunday	24.00	12.00

APPENDICES

- **Appendix 1 – Lettings Application Form**
- **Appendix 2 – Conditions of Hire**
- **Appendix 3 – Permit for the Hire of School Premise**

I/We, the Applicant/s hereby undertake and agree with the said school to perform and observe all of the said Conditions, including applying for an alcohol licence when necessary, should such permission be granted by the local authority. This must be presented and confirmed, by the Facilities Manager, ahead of the planned event. Failure to provide this will result in no alcohol being served on the site. Any non compliance of this condition will result in possible organisational barring from all TBAP Multi-Academy Trust premises.

I/We, the Applicant/s, hereby agree to indemnify and keep indemnified the Trust from and against all loss, damage, costs, claims, demands, expenses or charges which the TBAP Trust may sustain or incur in respect of any matter arising out of the use of the accommodation or the Conditions relating thereto, including breach or infringement of copyright, insofar as the same are not covered by the policy of insurance effected by the Trust and referred to in the Conditions of Hire, or the obligation to give notice of any accident, damage or proceedings as aforesaid is not fulfilled by us and to pay to the TBAP Trust on demand all such sums as may be payable by reason of this indemnify.

Signature of Applicant: Date:

Telephone Number: Home:..... Business:.....

Applicant Full Postal Address:
.....
.....

Appendix 2

CONDITIONS OF HIRE

1. **Insurance:** The hirer must arrange public liability insurance:-
 - To protect the hirer against third party claims for loss, damage, injury or death arising out of the use of premises for not less than £2 million; and
 - To provide an indemnity cover in respect of damage to the premises hired for not less than £2 million where such damage can be attributed to the negligence of the hirer or his/her employees or agents.
 - Indemnity should be extended to include the Board of the school and indemnify the Board against:-
 - All claims, loss, damage or injury which may be brought against or suffered by the Board arising from or in consequence of their hiring of the school premises or equipment;
 - The cost of reinstating or replacing any part of the premises or any property which shall be damaged, destroyed or removed during the period of the hiring of the premises.
2. **Health & Safety:** The hirer is responsible for ensuring that all people using the school premises during the hire period are aware of exits, emergency exits and that the hirer's staff know the location of fire-fighting equipment. No exits or corridors may be blocked or fire-fighting equipment removed.
3. **Licenses and Copyright:** The hirer is responsible for obtaining all necessary licenses. The Board are entitled to require proof that a license has been obtained.
4. **Car Parking:** Arrangements for parking on the school premises will be notified to the hirer once the application has been accepted. Parking at the school is at the owners' risk.

5. **Payment:** The hirer shall ensure that payment is received by the school promptly after receipt of the schools invoice. Full payment is required within 30 days.
6. **Fixtures and Fittings:** No fixtures and fittings or other objects shall be driven into fabric or furnishings, or affixed to them, without the prior written permission of the school.
7. **Use of Furniture and Equipment:** The movement of school furniture and equipment from room to room is not permitted, unless previously agreed in writing by the school. The use of all equipment and apparatus is subject to the prior written agreement of the school.
8. **Hirer's Equipment:** The hirer shall obtain the written permission of the school before bringing any apparatus or equipment either within the site or into the premises. The hirer shall ensure that such apparatus or equipment is removed within such time as the school may allow. Any property not so removed may be removed by the school at the hirer's risk. The cost of removal, together with any storage charges incurred by the school, shall be recoverable from the hirer.
9. **Use of Premises:** The hirer must comply with any instructions given by the duty member of Site Care staff. The hirer must not sublet to another party. The site and premises are all designated as 'no smoking' areas and the hirer will be responsible for ensuring that this policy is adhered to. Hirers will have access only to particular rooms let to them, as well as adequate toilet facilities. The use of the school premises is limited to the times and nature of the event described in the Lettings Application Form and the hirer is responsible for ensuring good order is maintained throughout the period of the hire.
10. **Liability:** The Board shall not be liable for any loss or damage caused to the hirer or to any other person as a result of:-
 - Any failure or defect or want of repair in any of the fixtures, fittings, furniture, equipment or appliances belonging to the school; or
 - Any failure or interruption in the supply of water, gas or electricity to the accommodation; or any defect or want of repair in the premises or in the means of access to the premises; or
 - Any theft or malicious or accidental damage to or loss of any property of any person taken or left at the premises.
11. **Numbers:** The hirer shall not allow on the school premises more than the number of persons stated in the Lettings Application Form.
12. **Advertisements:** No advertisements, emblems or slogans shall be displayed outside the school premises without the prior written permission of the school. The hirer shall remove from inside the premises any advertisement, emblem or slogan if, in the opinion of the school, it is unlawful, unseemly, likely to lead to a disturbance or expose the premises to undue risk of fire.
13. **Right of Entry:** The Board, Headteacher, Facilities Manager and others appointed by the Board shall have the right of entry to the premises during the hiring.
14. **Reporting Damage:** Any damage to the premises or its contents by the hirer must be reported on the day of hire to the Site Care member of staff on duty or person from the school supervising the letting. This must be followed by a written report on the damage caused.
15. **Additional Conditions:** The Board reserve the right to provide additional conditions to those described in these Conditions of hire as they consider appropriate.
16. **Condition of Premises:** The hirer is responsible for leaving the premises in the same condition as it was before the hire and for ensuring that everything is clean and tidy.
17. **Cancellation:** The hirer should give at least ten days notice of a whole activity cancellation. If the school considers it is likely that any one of these Conditions of Hire will not be complied with by the hirer, the school may terminate the hiring forthwith by written

notice to the hirer. If during the period of the hiring any Senior Leadership Team Member (SLT) , or member of staff who may be present is of the opinion that any of these Conditions of Hire have not been complied with or that disorder, damage to property or an illegal act has taken place or is threatened, that person may summarily terminate the hiring by oral notice to the hirer, or (in his or her absence) to any other person or persons apparently in control of the proceedings, whereupon the premises shall be vacated forthwith. In the event of the hiring being cancelled under such conditions, the TBAP Trust Board shall be under no liability to refund any payment made for the hiring or to compensate the hirer or any other person for any loss or damage sustained in consequence of the cancellation.

Appendix 3

PERMIT FOR THE HIRE OF SCHOOL PREMISES

Enquiries to: Facilities Manager
 Telephone: 0207 610 8347 / (M) 07711 375 787

To:

Date:

Dear

We are pleased to inform you that your application to use the accommodation and facilities listed below has been approved. Permission is granted subject to the Conditions of Hire referred to on the application form and is operative only so long as these are observed, and provided that the sum stated below paid within 5 days of receipt of the invoice.

Date(s) of Use:

Times: From:..... To:.....

Purpose:.....

Accommodation Booked:.....

Equipment Booked:.....

DETAILS OF CHARGE

No. of Rooms	Hours	Room Rate (£/hour)	Room Charge (£)	Set Up Cost (£)	Total (£)

Total Payable:

Cheques should be made payable to The TBAP Trust and posted to the, Facilities Manager TBAP Multi-Academy Trust, Finlay Street, Fulham SW6 6HB.

Signed:

(Chair of Board) Date:

Signed: -----

(CEO) Date: