

# Clewer Green CE Aided First School

## *Inspiring Children*

Hatch Lane, Windsor. SL4 3RL Tel: 01753 864544 Email: [clewergreen@rbwm.org.uk](mailto:clewergreen@rbwm.org.uk)  
Website: [www.clewergreen.org.uk](http://www.clewergreen.org.uk)  
Headteacher: Mr M Tinsley



*Vision: Every child has been blessed by God with unique potential. Our vision for Clewer Green is to inspire and nurture children in a safe, happy and caring Christian community, where everyone is valued and enjoys learning.*

## **LETTINGS POLICY**

### **PRE-AMBLE**

The governing Board recognises the desirability of making school premises available for use by members of the local community during times when they are not required by or in connection with the school. The policy of this school is to encourage educational and community use of the school's facilities and the governing Board is pleased to consider lettings to groups for educational and recreational purposes.

### **GENERAL PRINCIPLES**

Any costs incurred through the letting of school premises outside of school hours should not represent a charge against the school's formula budget. All charges levied for the use of the school's facilities will therefore be calculated to include costs incurred for heat and light, wear and tear, use of equipment, and any caretaking (including on-costs). For any use of school premises other than for the school's own purposes, the governing Board may require the presence of a named individual who will be responsible for safety on and security of the premises throughout the period of the letting and for half an hour before and after, and for whom payment may be included in the letting charge. Charges made for commercial lettings will reflect any variations in local market rates.

### **TYPES OF LETTING**

#### **A) USE OF SCHOOL PREMISES BY MEMBERS OF STAFF, REPRESENTATIVES OF THE LEA AND OTHERS CONNECTED WITH THE SCHOOL IN CONNECTION WITH EDUCATION OF PUPILS AT THE SCHOOL.**

The school's premises will be made available at no charge for the following purposes:

- i. use of the school outside school hours for the educational requirements of the school which involve members of the teaching staff, teaching assistants and pupils of the school, but not including private lessons for which a fee is paid.
- ii. use of the school outside school hours for clubs authorised by the Headteacher and conducted by the teaching staff for pupils at the school.
- iii. meetings of the governing Board, staff and PTA committee meetings, including fund-raising functions.
- iv. meetings outside school hours between representatives of the LEA (including staff of the school) and parents and/or staff to discuss matters relating to the activities of the LEA.

#### **B) LOCAL AUTHORITY USE**

The school's premises will be made available at cost for the following purposes:

- i. Lettings for elections  
As required under the various Representation of the People acts, the school will provide the facilities required by the Returning Officer for its use as a polling station, and for public meetings called by candidates in parliamentary and local elections.

ii. Meetings of the Parish Council

The school will provide a room at cost for meetings of the Parish Council. The Chairman of the Council or his representative will be deemed to be the named individual for the purposes of any such let.

iii. Other Local Authority Use

The school will make available its premises to the Royal Borough of Windsor and Maidenhead and other local authorities as requested, subject to the limitations set out in the policy.

C) REGISTERED CHARITIES

The school's premises will be made available at cost for meetings of any registered charity based in the area served by the school.

D) COMMERCIAL LETTINGS

Use of the school's premises by any organisation other than those listed above will be subject to an hourly charge calculated according to the category of usage. Hire prices are reviewed in April of each year and a current price list is available from the School Office upon application. Preferential rates can be negotiated if the club is for the benefit of pupils attending the school eg. providing after school clubs or holiday activities.

**LIMITATIONS ON COMMERCIAL USE OF PREMISES**

- 1) The school is unable to enter into any commercial letting arrangement to use all or part of the premises during school hours, except the community room, without prior consent from the Head teacher.
- 2) The Foundation Governors have directed that lettings, except for children's parties, on Sundays should be considered on their merits, and may be allowed at the discretion of the governing Board.
- 3) Because of the limited parking facilities and size of building, unless special arrangements have been made, the maximum number of people who may attend any function held at the school under a letting agreement is 100.
- 4) With the sole exception of lettings for meetings of the Parish Council, the premises are only available until 11.30pm and only between 8.00am and 10.30pm on weekdays during the school term.
- 5) No smoking is permitted on the premises under a letting arrangement.
- 6) No live music is permitted on the premises under a letting arrangement, without prior consent from the Head teacher.
- 7) Fixed outdoor play equipment is suitable only for use by children under 12 years of age and at their own risk.
- 8) Animals, including family pets, may not be brought onto the school premises under any circumstances.
- 9) External entertainers/equipment brought in for the letting (e.g. bouncy castles) is done so at the hirer's own risk. We urge hirers to ensure that these are covered by the supplier's own public liability insurance.
- 10) The kitchen cannot be used during the letting.

**INSURANCE**

All users from outside the Royal Borough of Windsor and Maidenhead must carry sufficient third party liability insurance. Where the hirer fails to demonstrate that they hold sufficient insurance cover to satisfy the specified conditions, the school will levy an additional charge for insurance cover as laid down by the Authority and as set out in the terms of the contract document.

**CONDITIONS OF ACCEPTANCE**

All lettings agreements will only be deemed to be accepted when the hirer has completed and returned the required contract form and risk assessment, together with any advance deposit requested.

**CHARGES**

Charges will be reviewed on 1 April each year. VAT is payable on equipment with the exception of tables, chairs and sports equipment. Details of current charges are attached to this statement.

**REVIEW**

This policy is subject to annual review by the Finance Committee who will make recommendations to the full governing Board for approval.

**OTHER RELATED POLICIES**

The Lettings policy should be read in conjunction with other relevant school policies and appendices 1 and 2.

Revised November, 2018

Review date November, 2019

\_\_\_\_\_ Date \_\_\_\_\_

Kate Kelliher, Chair of Governors

# CLEWER GREEN CE FIRST SCHOOL

## CONTRACT FOR THE HIRE OF SCHOOL ACCOMMODATION AND EQUIPMENT BY INDIVIDUALS, FIRMS AND COMPANIES.



CONTRACTS ARE NOT ENTERED INTO WITH A CLUB. IF HIRING IS REQUIRED ON BEHALF OF A CLUB THE CONTRACTING PARTIES SHALL BE THE SCHOOL AND AN OFFICER OF THE CLUB AND THE HIRER SHALL BE LIABLE TO THE SCHOOL FOR ALL DEBTS THAT SHALL ARISE UNDER THIS AGREEMENT.

### IN CONSIDERATION OF CLEWER GREEN.SCHOOL AGREEING TO LET ME

NAME .....  
 ADDRESS.....  
 POSTCODE ..... TELEPHONE NO .....

OCCUPATION .....  
 The following accommodation (state your requirements/rooms/hall/accommodation/etc.....  
 PLUS (where applicable) any additional equipment (e.g. School Piano/Radio/TV/Shower facilities etc. Please specify .....

FOR THE PURPOSE OF (State purpose of Letting).....

ON (Insert Date(s).....  
 FROM (Insert Times).....to.....IN ACCORDANCE WITH THE SCHOOL'S LETTING POLICY, CONDITIONS OF HIRE AND SCALE OF CHARGES.

### I HEREBY AGREE:

- 1 To hire and use the said accommodation/equipment in accordance with the schools lettings policy and conditions and charges which I confirm that I have seen and read.
- 2 That the School may at its discretion demand full payment of its charges or part thereof in advance be it before or during the duration of this agreement whereupon I shall pay the School's charges on demand.
- 3 That I have read, understood and shall observe and fulfil all the following Conditions:
  - a) I agree that all requirements relevant to the letting will be complied with including obtaining a necessary licence (e.g. for the sale of intoxicating liquor) and that all personnel employed by the hirer or involved in any activity concerned will be advised of these conditions
  - b) I shall not bring any dangerous or toxic substances on to the premises
  - c) Three clear days' notice is required in the event of the need to cancel a booking. If due notice is not given I will be required to pay the full hire charge
  - d) VAT may be applicable in certain circumstances and for certain lettings. I have enquired at the time of booking whether VAT is payable
  - e) I will ensure that a responsible person will be present on the premises at all times during the period for the letting
  - f) I accept full responsibility for the damages to or theft of the School's and the Royal Borough of Windsor & Maidenhead's property occurring during the period for which the premises are hired
  - g) I shall notify the School of any damage resulting from the hire of the premises within 24 hours of such hire

- h) Any cleaning undertaken which, in the opinion of the Officers of the School, occurs as a result of the hiring and outside the scope of the agreed hire charge, will be charged to me at the appropriate rate.
- i) I agree that should I leave any items on the premises that could present a risk to others, the School has the right to retain my deposit.
- j) The School and the Royal Borough of Windsor and Maidenhead accepts no responsibility whatsoever and howsoever caused, for the loss of personal property brought into or left in the premises during the letting
- k) If I discover a hazard in regard to access to School premises or the equipment to be used, I shall take action to make the School's representative aware of the hazard
- l) I agree that no equipment will be used without the prior approval of the Headteacher of the School or the School's representative, as the case may be, and that the installation of my equipment will be carried out by competent personnel
- m) I accept that I should familiarise myself with the position of telephones, escape routes, fire alarms. Notices regarding the procedures in relation to action in the event of a fire (and any other policies/procedures in the lettings folder) will also be studied and the information passed on by me to the users and any other person concerned
- n) I shall not during the hire period cause or permit any nuisance or annoyance to any other users of the premises or to persons living in the locality of the premises
- o) I shall not during the hire period allow any smoking on the premises
- p) I shall indemnify the School and the Royal Borough of Windsor & Maidenhead against all claims, costs, demands, expenses, actions or liabilities howsoever caused, arising from the use of the premises by myself apart from claims and actions arising through the negligence of the Royal Borough of Windsor & Maidenhead, its servants or agents, the School or its governing Board
- q) I further agree to effect Third Party insurance against any legal liability for loss, damage, demand or proceedings whatsoever, arising under any statute or at common law for damage to property, which shall include the hire premises, or personal injury or death of any person whosoever, caused during or by circumstances arising from, related to or connected with the hire of the premises on the following basis:-
  - i. Accidental bodily injury including death to third parties and further in respect of damage to their property - not less than £5million
  - ii. Accidental damage caused by fire to the premises on hire - £5million
  - iii. Accidental damage caused to the premises on hire other than fire
- r) In accordance with Paragraph (o), I agree to demonstrate that my own insurance cover satisfies the specified conditions. Where the hire does not form part of a regular hire, i.e. on a weekly or monthly basis then a minimum charge of £2.60 will apply or 10.4% whichever is the greater. Where this charge is levied, the hirer should note that there is an excess of £250 in respect of paragraph (o) hereof and that the insurance does NOT provide cover for Political Parties or Professional Entertainers.
- s) I acknowledge that should I fail to pay the hire charge or any part thereof the School or the Royal Borough of Windsor & Maidenhead may pursue this as a debt and shall be entitled to charge interest on any amount outstanding after the date on which it has become due i.e. within one month from the date of the account.
- t) I shall not during the hire period have live music without prior consent from the Head teacher.
- u) I agree fixed outdoor play equipment is suitable only for use by children under 12 years of age and at their own risk.
- v) I agree not to bring animals, including family pets, onto the school premises under any circumstances.
- w) I understand that, if I use an external entertainer/equipment brought in for the letting (e.g. bouncy castles) it is done so at my own risk. (We urge hirers to ensure that these are covered by the supplier's own public liability insurance).
- x) I understand the kitchen cannot be used during the letting.

SIGNATURE OF HIRER .....(individual)

OR

AUTHORISED SIGNATORY ..... on behalf of company)

POSITION ..... DATE.....

WITNESSED BY ..... (NAME OF WITNESS, Block Letters)

(Signature) .....

ADDRESS OF WITNESS .....

..... POSTCODE.....

OCCUPATION .....

The account in respect of payment for hire of the said accommodation/equipment should be forwarded to

Mrs Carol Kelly- School Office Manager

.....

If the hirer is a firm this Agreement must be signed by a partner of the firm. If the applicant is a limited company this Agreement must be signed by a director or the secretary of the company. This form is to be returned to the school concerned at least 7 days before the proposed date of letting.

## Appendix 2

### Clewer Green CE Aided First School

#### *Inspiring Children*

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## Scale of Charges for Lettings

### **New Hall & Facilities**

Pupil Based lettings after school	£10 per hour
Pupil Based lettings weekends & holidays	£10 per hour + £20 Key Holder Fee
Non Pupil Based lettings (Private)	£30 per hour + £20 Key Holder Fee
Charity / Community Based lettings	£50 per day / evening

### **Studio Hall**

Pupil Based lettings after school	£10 per hour
Pupil Based lettings weekends & holidays	£10 per hour + £20 Key Holder Fee
Non Pupil Based lettings (Private)	£15 per hour + £20 Key Holder Fee
Charity / Community Based lettings	£50 per day / evening

### **Community Room & Facilities**

Pupil Based lettings after school & holidays	£10 per hour
Non Pupil Based lettings	£10 per hour + £20 Key Holder Fee
Charity / Community Based lettings Out of School hours	£10 Key Holder Fee
Polling Station flat fee	£100 + £20 Key Holder Fee

These charges have been approved by the Governing Board of Clewer Green CE Aided First School and are to cover the costs of opening and closing the school and any cleaning of rented areas after being let. A refundable deposit of £50.00 will be required for any one off letting that is not pupil based.

Revised Date – November 2018  
Review Date – November 2019

\_\_\_\_\_ Date \_\_\_\_\_

Kate Kelliher, Chair of Governors