

# Lettings and Charging policy



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## **Introduction**

The Governing Body recognises the role of the school within the community and welcomes the use of the School's premises for a variety of community and leisure purposes. The use of the school premises is under the control of the Governing Body, who have the following aims regarding lettings:

To support the school by enhancing the best possible education with extra-curricular activities.

To maintain the good condition of the site.

To Support the community cohesion of the local area.

To maintain the good name and reputation of the school.

To maintain good relations with the school's neighbours.

To support and protect the financial interests of the school.

This policy was agreed by the Governing Body on 16 December 2020.

## **Categories of Lettings**

The use of the school premises is divided into the following three categories:

Community and Leisure Learning/Wrap-around Care (e.g. adult education)

Private (e.g. parties) & Commercial

One off community access/group on behalf of the school (e.g. PTA) \*are not subject to the charging elements of this policy.

## **Availability of Premises**

Designated areas within the school are available for hire unless required by the school see Appendix A. Lettings are available outside of school hours during the week and all day in the school holidays. Lettings can be booked on Saturdays and Sundays but are quoted on application.

## **Charges**

The Governing Body reserves the right to make a charge for the use of the school premises. The charge will vary according to the category of the letting as laid out in Appendix A. The Governing Body reserves the right to alter these charges at any time as it considers appropriate.

## **VAT**

VAT is normally chargeable only on lettings of sports facilities (a concession may be available from H.M. Revenue & Customs if certain conditions are met).

## **Application Procedures**

Application forms (Appendix B), available from the school, should be submitted to the School Administrator at least two weeks before the first day of the proposed letting. In the case of block bookings, four weeks' notice should be given. The person signing the application form will be considered to be the Hirer.

The Governing Body delegate decision making to the Headteacher. All applications will be considered on their merits with due consideration to the Equal Opportunities Act 2010 and DFE Safeguarding Legislation. The decision to permit a letting will take into consideration the suitability of the activity,

availability of the space and likelihood of damage or nuisance. The Governing Body reserves the right to:

Refuse applications without giving a reason.

Have a representative present at any function.

Terminate any activity not properly conducted.

The booking acceptance will be confirmed by the School Administrator.

A copy of the Booking Conditions will be signed by the Hirer before a letting can commence (Appendix C).

Letting fees are reviewed at least every three years by the Governing Body. When the letting has been confirmed, payment must be made to the school by cheque payable to London Borough of Hounslow, prior to the use of the premises. In the case of a regular booking, payment will be required at the end of each term and an invoice will be sent to the Hirer.

## **Licences and Indemnity**

There are a variety of licences that may be required for different types of function. The onus is on the Hirer to ensure which are necessary and must produce documentary evidence before the letting takes place. The Hirer will indemnify the school and LEA against any action brought about by failure to obtain the necessary licence(s). The following categories of letting require a licence:

- Theatre licence
- Copyright/Royalty licence
- Cinematography licence
- Alcohol
- Music, Singing and Dancing

## **Insurances and Indemnity**

The Hirer will be entirely responsible for the proper use of facilities and must take all reasonable precautions to ensure that there is no damage to the fabric of the building, furniture and fittings or any school equipment. Where damage or losses to the school occurs as a result of negligent, accidental or deliberate acts of the Hirer (see i) below), a fee will be incurred to cover the cost of damage caused.

The Governing Body will accept no responsibility for any loss of or damage to any property owned by any person using the premises during the period of the letting. Property brought onto the premises will be at the risk of the owner.

i) The Hirer shall indemnify the Local Authority when signing the application form against any claim for bodily injury or loss of damage to property (real or personal) whether belonging to the LA or to any other person if the said loss, damage or injury is either caused by the negligent accidental or deliberate acts of the user or by the negligent accidental or deliberate acts of any other person using the premises hired with the permission of the Hirer.

ii) The effect of i) is that the Hirer will be liable to indemnify the LA for any damage which is caused when the premises are being used for a function for which they are let. However, it is only operative if the damage etc. is caused by the negligent accidental or deliberate acts of the user or any other person using the premises with the Hirer's permission.

iii) The Hirer must be covered by a public liability insurance policy. Insurance is available for private hirers (such as for parties) only, rates on application which will include an admin fee.

## **Safeguarding**

The school's Child Protection Policy and procedures must be consulted and adhered to when external organisations hiring any part of The William Hogarth School, are working with children and young people. Namely that:

All children and young people have the right to grow up in a safe and caring environment, which includes the right to protection from all forms of abuse.

Children and young people have the right to expect adults in positions of responsibility to do everything possible to foster these rights

The policy can be viewed on the school website at:

<https://www.williamhogarthschool.co.uk/our-school/policies>

a) At an event where the majority of attendants are children and the number of children in exceeds 100, the Hirer must ensure that a sufficient number of adults are stationed to prevent more children or other persons being admitted, to control the movement of the children and other persons and to take all other reasonable precautions for the safety of the children. This is a requirement of the Children's and Young Person's Act 1933.

b) If requested the Hirer must also provide evidence of criminal record checks for all staff and others working closely with children or for adults using the school premises at a time when school pupils or other young people may be on site.

c) if requested the Hirer must provide details of qualifications, relevant registrations, and references as well as other safeguarding information.

d) The William Hogarth School is committed to supporting the Government's Prevent Strategy and will comply with its duty to prevent people being drawn into terrorism and to counter extremism. The William Hogarth School will identify risk and work with local partners to prevent radicalisation and terrorism. We will not hire or let the school to any individual or group that we feel would be in conflict with our duty under the Prevent Strategy. The William Hogarth School expects all hirers and their representatives to share this same commitment.

## **Health and Safety**

a) All electrical equipment brought in by the school must have a current Portable Appliance Test Certificate.

b) If using the kitchen (when specific permission has been granted only) The hirer must strictly ensure that entry is restricted to adults only.

c) The school will notify the hirer of any known hazards in advance of the commencement of the letting.

d) The school will ensure that means of access and egress are maintained clear and unobstructed. The hirer is required to maintain this during the letting.

e) The hirer must be aware of the fire drill detailed in the 'On arrival' section in Appendix C

f) The hirer will have a working mobile telephone for emergency use

g) The hirer has suitable first aid equipment in place.

h) The hirer must ensure that the number of persons using the premises do not exceed the number agreed by the school.

## **Cancellations**

a) By the Hirer: Cancellations should be made in writing at least 2 weeks before the proposed letting, otherwise the Hirer will still be liable for the following charges: Less than 2 weeks but more than 1 – 50% of the rental. Less than 1 week – 100% of the rental charge. Should the space be successfully re let, deposit fees retained will be refunded in full.

b) By the School: If the school finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 24 hours and, where possible, alternative accommodation will be offered. If this is not possible, a refund will be made. The LA and the school will accept no liability in respect of commitments incurred by the Hirer due to such cancellations. If any of the requirements of the booking are breached (such as persistent late payment – see clause 12) the school will cancel the booking and no refund will be provided.

## **Deposit**

A security deposit will be charged of £200 which will be held against damage and additional cleaning required.

## **Late payment charges**

Where hire charges are paid by invoice (long term commercial lets), the school reserves the right to charge interest at the prevailing Bank of England base rate plus 8% per annum for late payment and in appropriate cases (for example persistent late payment) to cancel the contract (subject always to any contractual terms that may have been separately agreed).

## **Review**

This policy will be reviewed at least every three years and at any time as may be necessary or appropriate.

## Appendix A: Schedule of Charges

Type	Per Hall	Per Classroom	Saturday / Sunday bookings	Multiple rooms (by agreement)
Community and Leisure Learning/ Wrap-around Care (e.g. adult education)	Fixed annual fee	Fixed annual fee	On Application	Negotiable see ** below
Private (e.g. parties) & Commercial *let must include 1 hour cleaning and lock up time	£45 (per hour) £350 (per day)	£40 (per hour) £250 (per Day)	On Application	N/A see ** below
Commercial (holiday clubs, school holidays only)	N/A	N/A	On Application	On Application
One off community access/group on behalf of the school (e.g. PTA) Eligibility is the decision of the Head Teacher	No charge	No charge	No charge	No charge

A reasonable amount of free car-parking (in the gated carpark areas only) is generally available – please confirm details when booking.

Lettings are only available from 5 -9pm Monday to Friday Term Time

Holiday lettings: 8-6 Monday to Friday

For any lettings on Saturdays or Sundays these are quoted on application.

Please note Saturday bookings are taken for a large part of the school by Stagecoach: See separate agreement

\*\*Negotiated discounted rates may be agreed on the basis of multiple rooms or block bookings over a period of time but should still cover any incremental costs incurred by school (e.g. overtime for caretaker or additional cleaning). The Head Teacher with prior agreement of the Chair of Governors is delegated the discretion and responsibility to sign-off any discounted rates which should be minuted together with the agreed period the discount applies to. A copy of the written agreement, noting the negotiated terms and discount period, with the hirer should be maintained for audit trail purposes.

## Appendix B: Booking Form

\*Lettings are only available from 5 -9pm Monday to Friday

Name (Hirer)	
Business/Purpose of hire (also include no. of attendees)	
Booking time (e.g. 5.45-7.15pm). *this must include set up/dismissal of class	
Type (regular/block booking or one off?)	
Date (s) required (if block booking please state length e.g. month term, year)	
Insurance (policy details)	
Equipment that will be used	
Will you charge for the activity during the hire period?	
Restrictions e.g. prefer to be sole Hirer on site class can- not be disturbed	

Please return to: The School Administrator, The William Hogarth School, Duke Road, Chiswick London, W4 2JR

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Letting agreed by:

Letting agreed on:

Charge:

## **Appendix C: Conditions of Use / Letting Agreement**

The hirer is subject to conditions of use. The person signing the terms and conditions / Letting Agreement will be held responsible for ensuring that the conditions are adhered to. The Governing Body have the right to vary these terms and conditions at any time.

The school or part of the school, when hired will always be left in the care of a named responsible person nominated by the hirer. The named responsible person must understand and undertake to abide by the following conditions:

### **Before the Letting**

Booking form must be completed and letting agreed by school.

Letting fee and security deposit must have been paid if one off booking.

Hirer must have demonstrated insurance certificate with appropriate coverage (other than for private bookings that have been added to the school's insurance).

Hirer must have read and confirmed their understanding and acceptance of the school's letting and charging policy and the child protection policy and these conditions of use by signing and returning this form.

### **On Arrival**

To only enter and exit the school through the main entrance gates on Duke Rd or Devonshire St. (depending on part of school hired).

To only access the areas specified on the booking form.

To instruct all persons in the fire and evacuation drill:

The person discovering the fire will operate the nearest fire alarm.

On hearing the fire alarm walk calmly through an emergency exit and assemble in the front playground if in the main building or in the car park to the rear of the Children's Centre if in the smaller single storey building.

Do not stop to collect your belongings.

Close doors as you leave the building.

Phone the emergency services.

Phone the emergency contact number (0208 583 2222).

Do not depart until the emergency services have arrived.

### **During the Letting**

To be responsible for administering your own first aid.

To ensure a fully charged mobile phone is on site for the duration of the letting to summon help in the event of an emergency and that you know how to raise the alarm in the case of fire, police or ambulance emergency services being needed.

The school details are: The William Hogarth School, Duke Road, London, W4 2JR

To ensure all persons on the school premises behave properly at all times.

To ensure they abide by licensing requirements.

To ensure that they have followed appropriate safeguarding processes for activities/employment of staff.

To ensure the dining tables are not used unless specific training has been undertaken.

To only use the equipment specified in the booking form.

To ensure that all school PE equipment and musical instruments are not used or climbed on. The named person is wholly responsible for any damage to school equipment.

To ensure that all persons abide by the no smoking policy that covers both buildings and grounds.

To ensure noise levels are kept to a reasonable level so as not to disturb the neighbours.

### Before Leaving

To ensure the premises are left in a clean and proper state.

To ensure equipment is left in its original position.

To check all windows are shut and to ensure lights and doors are turned off.

To ensure all doors are shut.

If the dishwasher is used to ensure that the cycle is complete and the dishwasher emptied before leaving the premises.

To ensure the premises (including all vehicles) are vacated at the agreed time.

To ensure all rubbish is placed in the rubbish bins provided.

Remove all food and beverages that have been brought onto the premises.

### After the Letting

To inform the school the following working day of any hazards, accidents or maintenance issues.

To report any damages to the school the next working day.

Hire charge must be paid prior to the letting or where applicable within 30 working days of receiving the invoice.

I \_\_\_\_\_ (print name) agree to act as the named person. I confirm that:

I have read and understood the school's lettings and charging policy, in particular paragraphs 8 (Licences and Indemnity), 9 (Insurances and Indemnity), 10 (Cancellations), 11 (Deposit) and 12 (Late Payment Charges) - a copy of which is attached - and these conditions of use;

I agree to abide by the school's policy and these conditions of use and indemnify the school as provided for in the policy.

Signed \_\_\_\_\_ (Named Responsible Person) Date \_\_\_\_\_

Signed \_\_\_\_\_ (On behalf of the school) Date \_\_\_\_\_