



Winterbourne Junior Girls' School

Lettings Policy

1. Introduction

This policy provides guidance concerning the lettings procedure at Winterbourne Junior Girls' School (WJGS). It sets out the facilities available, the charges and the responsibilities of the Governors and the users when the premises are hired. The Head Teacher is responsible for the management of lettings. Where appropriate, the Head Teacher may delegate all or part of this responsibility to other members of staff. If the Head Teacher has any concern about whether a particular request for a letting is appropriate or not, the Head Teacher will consult with the Chair of Governors, who is empowered to determine the issue on behalf of the Governing Body. The Hirer or Authorised Representative must ensure that all activities and people providing activities, goods or services understand that there must be no contravention of the principles described above. The Hirer or Authorised Representative will be agreeing to that responsibility on signing the contract of Hire.

In deciding whether or not to let out the premises the School will also have regard to the likelihood of any damage being caused to the premises, or neighbouring premises, and any nuisance that may arise, as a result of accepting the booking. The School reserves the right to require a reference from another reputable Hirer, before any booking is accepted.

The letting charge is reviewed each financial year. The charges for the accommodation include the provision of normal lighting, heating and cleaning, and furniture and equipment arrangements as booked.

2. Terms and Conditions For Hiring of School Facilities

2.1 Application Process

Anyone wishing to hire the School facilities will be expected to complete an Application Form (**Appendix 1**). Application Forms are available from the School Office or by email to office@winterbournegirls.croydon.sch.uk. Applications must allow at least one month's notice prior to the proposed event. It must not be assumed that a request has been granted until confirmation is received from the School. Those who wish to enter into a long term hire agreement, (one term or more) must complete an Application Form (Appendix 1) and the Long term hire agreement (Appendix 2). Long term hire agreements cannot be entered into for more than one term in advance and will be reviewed each term by the School.

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. If a request is approved, the applicant will be asked to sign a hire agreement accepting responsibility for the terms and conditions of the hire.

2.2 Use of the School Premises

Use of the premises will be granted at the discretion of the Head Teacher provided that the use does not interfere with the School's requirements for educational purposes and that the stated objectives of the user are acceptable to the School.

The School reserves the right to refuse without explanation any application; and to cancel any hiring at any time without written notice. On the termination of the hiring under this Condition the School shall return to the hirer all or part of any money paid but shall not be under any liability for any loss or damage arising out of such termination.



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The latest period of hire available is until 11.30pm. The premises and grounds must be vacated within 15 minutes of the end of hire.

2.3 Cancellation

The School must be notified of any cancellation at least 2 weeks prior to the date of let. The following cancellation fees will apply:

Amount of notice given	Cancellation charge
Two weeks or more	25% of hire fee
Between 48 hours and two weeks	50% of hire fee
Less than 48 hours	75% of hire fee

Exceptions will be considered for outdoor facilities when cancellation is caused by adverse weather conditions. Where a cancellation is made by the School, the Hirer will be entitled to a full refund of the hire charge; however, no guaranteed period of notice can be offered. In such cases, the Hirer will not be eligible for any additional compensation.

2.4 Areas of Use

Activities must be confined to the times and areas of the School which have been approved and all areas used should be left as found.

Hall: Hiring the Hall includes use of the community toilet and disabled toilet. Entrance and exit should be made through the double doors.

Mrs Smith's Kitchen: Use of 'Mrs Smith's Kitchen' is subject to an additional charge and hirers would be expected to bring their own equipment and clean all areas including the oven and fridge after use. If equipment is removed, damaged or left dirty then an additional cost will be incurred and an invoice will be given to the hirer for all costs of replacement and /or cleaning.

Outside Areas: Includes use of the community toilet and disabled toilet. Entrance and exit should be made through the rear entrance doors. Litter must be put in bins during the hire and an inspection of the areas should be made to ensure litter and personal belongings have not been left behind.

Dance/Music Studio: Includes use of the community toilet and disabled toilet. Entrance and exit should be made through the rear entrance door.

No other areas of the School building will be available to those attending the School site, including the classrooms and kitchens, unless by prior arrangement with the Head Teacher. Breach of this condition may result in the withdrawal of the booking. It may be necessary for the School to request the Hirer to use alternative accommodation, with due notice, should the area being let be required for School functions or maintenance.

2.5 Indemnity and Insurance

The School will accept no liability for any injury suffered on the premises or loss or damage to property brought onto the premises or left in the school car parks.

2.5.1 Public Liability Insurance

It should be noted that the School's Public Liability Insurance Policy does not extend to cover the liability of those who hire the premises. All losses or damages, however caused, and of whatever nature to the School premises or equipment, whether provided by the School or any other body or



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person, shall be the responsibility of the Hirer. The Hirer shall ensure they have adequate insurance arrangements to cover their responsibilities to include appropriate Public Liability Insurance up to at least £5 million. This should include at least £5 million of cover in respect of any one claim, and include cover against fire damage to the School's buildings, as well as cover for injury to, or the death of, anyone attending the Hirer's events. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed. Cover against food poisoning will also be necessary if food is being served.

On occasions where a potential hirer does not have their own insurance cover the school can arrange cover for the hirer by levying an additional 12% on top of the agreed hiring fee and declaring these sums to the Local Authority's Insurance Section annually. In this way the school acts as an agent for the insurance company and the policy covers the hirer's potential liability for claims arising from the hiring, including injury and damage caused to third parties including the school itself. At the time of writing the cover is:

- £50 million in respect of accidental bodily injury or illness
- £50 million in respect of accidental damage to third party property [not the hirers]
- £50 million in respect of accidental damage to school property.

Such cover excludes the first £500 of any damage. This policy does not cover hiring to commercial, political parties or business concerns and advice will be sought from the Local Authority's Insurance Team for any potentially high risks lets, such as craft or car boot sales, keep fit, self-defence classes or sales of second hand goods. The policy does not cover any claims for loss of rental or failure due to bad weather. A hirer that hires the school on a regular basis should have their own Public Liability Insurance cover. This Policy is a backup Policy for those one off hirers who are unable to obtain the cover.

2.5.2 Indemnity

The Hirer agrees to indemnify the Governing Body and Croydon Council against any action or claim arising from the use of the School facilities and agrees to pay, on demand, all such sums as may be payable by reason of this indemnity.

2.6 Parking

Car parking, for use by the Hirer and other adults involved in the hiring agreement, is subject to space being available in the School car park. All parking on site should be with due consideration for other users. Parking in the School car park is at the vehicle owner's own risk. Parking is not permitted elsewhere on the School grounds, including the playground and playing fields.

2.7 Purpose of Use

The Hirer will be responsible for ensuring that the School facilities are only used for the purpose they are hired for. They will also be responsible for the behaviour, safety and welfare of those attending the event. The facilities may only be used for the event described on the letting form. They must not be used for:

- Political purposes
- Gatherings connected with party politics
- The showing of films for public exhibition
- The supply of any offensive items



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- The sale or display of firearms
- Any form of gambling or competitive bidding
- The sale of alcohol (unless the Head Teacher has given permission and the appropriate licence has been issued by the local magistrates court)

The maximum numbers of people who can attend events are 100 in the Hall, 50 in the Music/Dance studio and 200 in any outdoor spaces. The Hirer will be responsible for making sure these limits are not exceeded.

Smoking is not permitted anywhere on the School grounds or premises and it is the duty of the Hirer to ensure that it does not take place.

All users should ensure that the correct clothing and footwear are worn for specific activities. The wearing of stiletto heels is not permitted in any areas where there is wooden flooring. The room layout, equipment and conditions of use will be as agreed in the contract of hire. At the end of the booking the room should be left as it was found.

2.8 Safeguarding

If children or young people are attending an event, the Hirer must ensure that an appropriate number of responsible adults are present at all times. If the event is intended mainly for children, the Hirer should be aware of his/her responsibilities for their safety under the Protection of Children Act 1999. All Hirers must undergo a criminal record check (DBS Check) if a letting involves School pupils or other children. These checks must be made by prior arrangement with the Head Teacher, with at least half a term's notice in advance to ensure that the checks can be carried out in advance of all bookings. Adults working with children must be aware of the School's child protection policy and procedures; agreement to this policy is accepted as part of these terms and conditions of the let. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult; this includes waiting with the children if parents are late to collect. The Hirer must obtain (via their own booking forms) and have immediate access to participants' emergency contact details.

2.9 Caretaking Arrangements

A member of School staff designated by the Head Teacher will be on hand throughout any let. They have the right to insist that anyone behaving in a disorderly manner is asked to leave the School premises.

No gratuity is to be paid to any School employee.

2.10 Cleaning Arrangements

The Hirer takes responsibility for ensuring that all areas used are left clean and tidy after the event/events. After the booked session(s), the site must be left in exactly the same condition as found at the start of the booked session(s).

2.11 Signage and Publicity

No notices or other signage connected with the hire agreement may be put up in the School's buildings or grounds without the prior agreement of the Head Teacher.



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2.12 Security

The opening/unlocking of access gates and the School building and closing/locking of the gates and School building, will be the responsibility of the relevant key holder on duty.

2.13 Uncontrolled Hazards

The Site Manager will be responsible for informing the user of any uncontrolled hazards which may pose a risk to the members of any group using the School, and which may not be readily identifiable by the user (e.g. damaged flooring, blocked access routes/other hazards which may be of a temporary nature due to construction works).

2.14 Equipment

No School equipment may be used without prior agreement with the Head Teacher. The Hirer is liable for any damage, loss or theft of School equipment they are using and for the equipment's safe and appropriate use. Any electrical equipment brought by the Hirer onto the School site must comply with the Local Authority code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or have been inspected by the School's nominated electrical engineer. No equipment belonging to the Hirer may be left or stored on the School premises.

If the use of a piano is required, this fact must be stated on the application form. Pianos are not to be moved except with the permission of the keyholder and must be returned to the place from where they are moved.

Nails, tacks, screws, etc. shall not be driven into any of the walls, floors, ceilings or fittings.

2.15 Entertainment and Alcohol Licences

The School is not licensed for public entertainment and the collection of money may not be collected for admission. The user shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the School against all sums of money which the School may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement. If music or recordings are to be played, the Hirer shall submit any returns and licenses that are required by the appropriate authority. With any hire involving the sale of goods, including alcohol, the applicant is responsible for ensuring that the correct licence, if required, is obtained. Alcohol is permitted on the premises, a licence is only required if it is sold. The hirer must take any alcohol or glass containers with them at the end of the let.

2.16 Photography

The use of cameras, videos and other equipment with the capacity to photograph is allowable provided the person responsible for the hire has obtained any necessary permission, i.e. from parents of children or persons being photographed. It should be noted that this may be audited at any time during the let period.

2.17 Health and Safety

The School will accept no responsibility for accidents on the premises. The Hirer is responsible for the conduct, health and safety and welfare of those attending the event. Any accidents that occur during the hire period must be immediately reported to the member of the School staff on duty or the Head Teacher. It is the responsibility of the Hirer to provide a first aid kit and the provision of



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first aid personnel throughout the duration of the letting service, particularly those involving sports activities.

2.18 Evacuation

The person in charge must acquaint themselves, and everyone in their care, with the Fire Procedures and the position and use of fire appliances and Fire Exits. Details can normally be obtained from the Site Staff on duty. Persons in charge should have access to a mobile telephone in case the School telephone is not immediately available. Efficient door control must be maintained at all doorways leading to and from the premises to ensure that free egress by the various exits are kept clear during the period of use. The person in charge will be responsible for completing and signing any attendance log and will be responsible for taking this out during an evacuation so that they can confidently inform the fire brigade that the building is empty.

Failure to observe these Conditions may result in the withdrawal of the booking. In these circumstances any charges already paid will be forfeited. The Governors reserve the right to revoke, without notice, any contract for the hire of School premises.

3. Payment and Scale of Charges

The full cost of the hire and the refundable deposit are to be paid to the School at least four weeks before the event. The charges are as follows, with a minimum charge period of two hours:

FACILITY	MAXIMUM NUMBER OF PEOPLE	CHARGE PER HOUR		
		A	B	C
HALL	100	£66	£55	£30
MRS SMITH'S KITCHEN (ONLY AVAILABLE IN ADDITION TO BOOKING THE HALL)	4	£10	£5	£5
OUTDOOR SPACES (IN ADDITION TO BOOKING THE HALL OR STUDIO)	100	£10	£5	£5
OUTDOOR SPACES (ONLY)	200	£66	£55	£30
DANCE/MUSIC STUDIO	50	£66	£55	£30

Charges include heating, lighting and electricity and caretaking except on Bank holidays, Easter Sunday, Christmas Day and New Year's Day where the charge is an extra £25 per hour (not per area, this is a standard hire charge).

A - Commercial Rate: Individuals or Commercial Groups/Organisations who are profit making

B - Standard rate: All other Croydon Council Departments, Non-profit Community Groups

C - Subsidised rate: School staff, Governing Body

The Hirer will be required to secure their reservation by paying 10% of the hire charge in advance of one-off lets. Full payment must be made to the School at least four weeks before the booking to secure a reservation. In addition, the Hirer must leave a refundable deposit with the School, which may be used to recover any costs incurred. This deposit will be 50% of the full cost of the letting, or £200, whichever is the higher amount.



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The deposit will be returned to the Hirer within a reasonable time after the event; provided that the School is satisfied it is not needed to pay for any cleaning or repairs. The deposit will also be returned if a booking is cancelled within the required cancellation period. If the deposit is required to cover any costs, then the Hirer will receive any of the deposit remaining after necessary costs are deducted. If the deposit is not enough to pay for the necessary cleaning and repairs, the Hirer will be expected to pay the shortfall. If the event does not finish at the agreed time, the deposit may also be used to pay for the extra time that the facilities are used, with a minimum of an hour's charge.

The Head Teacher will have the flexibility to adjust the charges and arrangements shown above if it is in the interests of the School or the local community to do so.

4. Complaints and Appeals Procedures

Any complaints or concerns regarding the hire should be made in writing to the Chair of Governing Body.

Agreed at Full Governing Body 20th November 2018.



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Appendix 1: HIRE APPLICATION FORM – WINTERBOURNE JUNIOR GIRLS' SCHOOL

HIRER'S DETAILS	
DATE:	NAME:
ORGANISATION (IF RELEVANT):	
PLEASE STATE BRIEFLY THE AIMS OF YOUR ORGANISATION:	
ACCOMMODATION REQUIRED (HALL, DANCE STUDIO ETC):	
CONTACT DETAILS	
ADDRESS	
POSTCODE	TELEPHONE NUMBER (H) (W) (M)
EMAIL ADDRESS	
DATES OF HIRE (IN THE CASE OF BLOCK BOOKINGS ALL DATES REQUIRED MUST BE STATED, HOWEVER START DATES AND FINISH DATES WILL SUFFICE.):	
NO. OF PEOPLE ATTENDING:	NO. OF SESSIONS:
BETWEEN WHAT HOURS WILL THE ACCOMMODATION BE REQUIRED? (INCLUDING PREPARATION TIME AND CLEARING AWAY.)	
FOR WHAT PURPOSE WILL THE ACCOMMODATION BE USED? (ALL PROPOSED ACTIVITIES MUST BE STATED):	
WILL SCHOOL EQUIPMENT BE REQUIRED?	
IS A PIANO REQUIRED? YES / NO	
IS AN ELECTRIC POINT REQUIRED?	
IF SO, PLEASE GIVE DETAILS OF APPARATUS TO BE USED AND APPROPRIATE APPLIANCE TESTING CERTIFICATION.	
WILL FOOD BE SERVED? YES / NO	
DETAILS OF PUBLIC LIABILITY INSURANCE PROVIDER:	
METHOD OF PAYMENT (PLEASE INDICATE IN SPACE PROVIDED) CASH / CHEQUE (MADE PAYABLE TO WINTERBOURNE JUNIOR GIRLS SCHOOL)	TOTAL AMOUNT (INCLUDING DEPOSIT) £



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Facilities	Maximum number of people	Cost Per Hour					
		A		B		C	
HALL	100	£66		£55		£30	
MRS SMITH'S KITCHEN (ONLY AVAILABLE IN ADDITION TO BOOKING THE HALL)	4	£10		£5		£5	
OUTDOOR SPACES (IN ADDITION TO BOOKING THE HALL OR STUDIO)	200	£10		£5		£5	
OUTDOOR SPACES (ONLY)		£10		£5		£5	
DANCE/MUSIC STUDIO	50	£66		£55		£30	

A - Commercial Rate: Individuals or Commercial Groups/Organisations who are profit making

B - Standard rate: All other Croydon Council Departments, Non profit Community Groups

C - Subsidised rate: School staff, Governing Body

DEPOSIT: In the case of one-off lets 10% of the total charge must be paid at the time this form is submitted in order to reserve the booking. The rest of the hire charge must be paid to the School at least four weeks before the event, along with a refundable deposit equal to 50% of the full cost of the letting, or £200, whichever is the higher amount.

Please supply (with submission of this booking form):

- Public Liability Insurance** – A copy of your PLI must be submitted to the School prior to the letting.
- Safeguarding clearance** – Please supply your current DBS number for our records if your classes involve minors.
- First aid certificate**
- Any certificate for electrical equipment being used
- Certificates of qualifications for all supervising adults**

**This does not apply to private lets e.g: family parties)

I _____ being over 18 years of age, hereby apply for permission to use the School premises, as stated in this application. I understand that if permission is granted, it will be subject to all conditions of usage within the School's letting policy. I have read this lettings policy and understand that the permission to use the premises will only be effective provided the conditions and regulations stated in the letting policy are adhered to. I confirm that details above are correct and I agree to the terms and conditions for hiring the School facilities.

Signed _____ Date _____

Print Name _____



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Appendix 3: BOOKING PROCEDURE CHECKLIST FOR SCHOOL OFFICE STAFF – WINTERBOURNE JUNIOR GIRLS' SCHOOL

- 1) Issue application form, summary conditions of use document, and any other relevant school policies on school use to potential hirer
- 2) Receive completed application form from hirer and 10% deposit
- 3) Refer form to Head Teacher and or Governors to assess suitability of applicant and approve/reject the letting request
- 4) If application approved confirm availability and suitability of premises (based on hirer's requirements) with the building supervisor
- 5) If application rejected write to applicant advising that unfortunately a letting cannot be offered to them
- 6) Confirm availability of building supervisor to provide opening/closing of site, security and cleaning as required
- 7) Book letting in diary and notify all appropriate staff
- 8) Issue letting agreement for signature, and any other relevant school documents or conditions of use to hirer
- 9) Obtain signed letting agreement and copy Public Liability Insurance Certificate, any risk assessments or child protection/safeguarding documents required from hirer, well in advance of date of first letting. Retain original signed agreement, and copies of other relevant documents in lettings file, and return a signed copy agreement and other documents back to hirer.
- 10) Issue invoice for payment of letting in advance of start date of hire period.
- 11) One week before first letting reconfirm letting with hirer (by phone) and with building supervisor & arrange time/date for named person to receive emergency procedures induction by building supervisor
- 12) Confirm payment for letting(s) has been received and receipted
- 13) After the first letting check with hirer and buildings supervisor that no problems have been encountered
- 14) Return deposit if everything is in order after let



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Appendix 4: CHECKLIST FOR BUILDING SUPERVISOR BEFORE, DURING AND AFTER LET – WINTERBOURNE JUNIOR GIRLS' SCHOOL

Before Let

Check :

- Cleanliness of hall
- Hazards have been addressed
- Utilities are in working order
- Equipment is secure and all personal belongings for pupils and staff have been removed from the area.

Discussion with the hirer before let commences

- Who to inform of any accidents/incidents/damage/hazards and a contact number for person on site
- Limits on accommodation and equipment (e.g: Out of bounds areas)
- Emergency evacuation and fire arrangements including location of fire extinguishers, call points and emergency exit
- Location of First aid box if hirer has not brought their own
- Location of toilets
- Smoking restrictions i.e: No smoking anywhere in the building or anywhere on the premises
- Health and safety terms of let are reinforced
- In the case of 'repeat' bookings the person on duty will inform the hirer of any changes

During Let

Check:

- Numbers do not exceed those stated in the let
- Those using the facilities remain within the area being let
- Noise is reasonable to activity taking place
- Police are called if any illegal activity is taking place, e.g: drug taking, vandalism, violence, child protection issues
- Equipment is being used appropriately

After Let

Check:

- Hazards/Damage/Accidents have been reported
- Alcohol and glass containers have been removed
- All personal items have been removed
- Any complaints are written down by the hirer and given to the office