



Kelmscott School

“Putting Learning First”

# Lettings Policy

**March 2019**



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## **Part 1 – Policy Information for Hirers**

### **Introduction**

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The Governing Body of KELMSCOTT SCHOOL is keen to see that the premises at our school are used for the benefit of the whole local community. The education of children is the prime purpose of our school, however we believe education is a lifelong process which should be open and accessible to all. This document outlines the policy of our school with regards to lettings. It sets out the facilities available, the charges and the responsibilities of the Governors and the users when the school premises are hired.

The use of our school premises at all times other than during the school day is under the control of the Governing Body of our school. (Education Act 1986, sect.42 no.2)

Our lettings policy operates within the framework of the London Borough of Waltham Forests Equal Opportunities Policy.

The Sex Discrimination Act 1985 and the Race Relations Act 1976 apply throughout this policy and will be adhered to throughout all stages of our lettings procedures.

Having regard to our duty under the Race Relations Act 1976 (but without prejudice to our duties under the Representation of the People Act 1983) the Governing Body will not let the school premises to organisations whose purpose is, amongst other things, to encourage racial discrimination and/or disharmony between persons of different racial groups, or are otherwise involved in activities prejudicial to good race relations.

In deciding whether or not to let our premises the Governing Body 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.

In any event, the Governing Body reserves the right to require a reference from a Local Authority or other reputable hirer, before any booking is accepted.

We will consider letting to any group able to comply with the terms and conditions outlined in this policy. These terms and conditions are clearly stated in our Conditions of Usage and Booking procedures documents, which will be sent out with all application forms.

The final decision on compliance lies with the Governing Body.

A letting is an arrangement to allow an external body or organisation temporary use of the school's premises or facilities. It should not extend for more than one year although it can be renewed annually. The arrangement will not give exclusive or extended use of the buildings.

There are four categories of lettings use:

- Statutory use - usage laid down by statute will not be frequent but must be accommodated at a rate to recover costs e.g. polling station use for local or parliamentary elections. The charging of a rent is prohibited by law
- Designated use - these should have priority of access unless use clashes with statutory use. This group of users will not be a higher charge than that which allows the governors to recover the costs of providing the facilities. The group includes the following sub-groups:
  - School's own activities: governor, staff or PTA meetings, curriculum activities such as plays and concerts, fund-raising activities for school funds
  - Community education activities: adult education or youth services programmes, community education meetings or training courses
- Community use - charges will be set and priority accorded eg charitable groups, associations, church groups, other not-for-profit organisations which carry some benefit to or enrich the local community
- Private use - wedding receptions, conferences, parties, commercial activities, etc

## General principles

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1. Educational (to meet the needs of the school and the national curriculum) and other statutory requirements (including Polling Station usage) take precedence over any other use regardless of whether this is Designated, Community or Private hire.
2. The ownership of the land and buildings rests with the LA/Diocese and the Governors' delegated powers are limited to letting the school. No leases or licenses can be granted by the school Governing Body.
3. The school Governing Body will adopt a charging regime which shall, at the least recover all costs incurred in making premises available. The school's delegated budget cannot be used to subsidise any lettings by community or commercial organisations.

## Aims

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- To promote greater use of the school premises by the local community
- Ensure that there are clear guidelines for the use of the school premises by non-school groups
- To provide realistic charging figures

## Monitoring and Review

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This policy is monitored by the Headteacher and the Governing Body, and will be reviewed annually. However the school reserves the right to amend the policy at any stage to comply with statutory or other requirements.

## Complaints

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### 1. What if the school has a complaint about our group/organisation?

If the school has concerns a let the following procedures will be followed:

1. A representative of the governing body will verbally raise the concern with the named hirer.
2. The situation will be monitored for two sessions to allow the issues to be addressed.
3. If the situation remains unresolved, the hirer will receive written notification of the concern and a further two sessions will be given to allow the hirer to address the situation.
4. If the matter remains unresolved, the hirer will receive formal written notice of termination of the booking agreement. This will be implemented 72 hours from the date of the letter of notification.

**Please note:** If the hirer blatantly breaks the conditions of usage, the let can still be terminated immediately.

## **2. What if I, as the hirer, have a complaint about my let or booking agreement?**

If you as the hirer have a complaint or concern regarding your let, the following procedures should be followed:

1. Talk to the named representative of the Governing Body and discuss the problem. Allow 5 working days for the situation to be resolved.
2. If still unresolved, the hirer should notify the Governing Body through the Headteacher in writing and allow 5 working days for the situation to be resolved.
3. If still unresolved, the matter will be placed on the agenda of the next appropriate committee of the Governing Body (if the concern needs urgent attention, a special meeting of this group will be convened).
4. If still unresolved, the matter will be taken to the next full Governing Body meeting and the hirer will receive a written response from the Chair of Governors detailing the outcome.

## **3. What if a third party complains?**

1. If the school receive a complaint from a third party the Governing Body will be notified of the complaint.
2. The matter will be investigated by a representative of the Governing Body and a written response will be sent to the complainant within 10 working days.
3. If any further correspondence is received, the matter will be placed on the agenda of the next appropriate Governing Body committee. A final response will then be sent by the chair of the Governing Body explaining the final outcome.

## **Part II – Policy Information for Hirers**

### **Administrative Arrangements**

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1. Applications shall be made in writing on the school lettings application form and addressed to the Headteacher or the school's nominated Lettings agent.
2. The hirer shall be the person who signs the application form, who will also be responsible for payment of the hiring and will be present (or nominate a representative to be present) throughout the duration of the hiring, ensuring that the conditions of hire are complied with. The hirer must be 18 years old or older and may be required to provide documentary evidence of this. Any change in the hirer responsible person must be notified in writing to the school or its nominated agent.
3. Once approved confirmation will be sent to the hirer along with the Terms & Conditions of hire

4. Applications cannot be accepted within two weeks in advance of hire during term time. Application processing may take considerably longer during school holidays.
5. Lettings will be accepted on the basis of the Lettings Policy approved by the Governing Body however the school reserves the right to refuse any request for a letting.
6. Hirer should take care when completing the application form to identify the full extent of the facilities required. In particular, specific rooms, any equipment to be made available, parking spaces, whether catering facilities are to be available and which toilets are required.
7. Lettings can be agreed on an ad hoc basis (i.e. one offs) or for regular use over a longer period however no agreement shall extend for more than a year without the Governing Body's express approval.
8. Invoicing and payment arrangements. Ad hoc/one off hire shall be paid in advance. Longer term arrangements shall be subject to an initial payment in advance with the balance being paid monthly, in advance, upon receipt of invoices. Failure to comply with payment requirements will result in access being denied to the premises.
9. All hirers will be required to make suitable arrangements for First Aid and familiarise themselves with the Fire Evacuation procedures.
10. The Governing Body/Head may cancel any letting at any time. In such cases two weeks' notice will be given, if possible, and either a proportion of any fee paid will be refunded or an alternative date/venue offered, except where cancellation is due to misconduct or a failure to comply with the stipulations of the lettings agreement where the letting may be terminated with immediate effect.
11. The hirer shall give 7 days' notice of cancellation or pay the full cost of the booking.
12. No person may use the school premises for a letting without an application form being completed.
13. Any person who knowingly acts in contravention of these requirements will be charged at the appropriate rate and refused permission to use the school premises in future.
14. The Governing Body, or their representative, reserves the right to enter/inspect the premises at any time during a letting on producing evidence of their identity. The stewards (if applicable) are to be instructed accordingly by the hirer.

## **General Conditions of Use**

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1. Use by the school and for statutory use will always take precedence over any other use of the premises
2. It shall be the responsibility of the Hirer (as defined as the Responsible person on the application) to ensure that the conditions of the letting are adhered to by all persons making use of the premises under the terms of the letting.
3. Access is restricted to the premises, usage and times specified on the application. The hirer shall not use or permit the use of the premises for any purposes or activity other than that specified in the application, nor by any other person, and strictly in accordance with these conditions
4. There shall be no variation to these conditions without the prior agreement in writing by the Governing Body or its nominated representative.
5. Sub-letting, or sharing of the premises by the hirer is prohibited

## Charges & Variations to Charges

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1. Charges will be made at rates that will be determined and approved from time to time by the Governing Body. In cases where the incorrect charge has been quoted, the school reserves the right to charge the correct rate, although the hirer may consider the letting cancelled.
2. Charges for occasional use are to be paid in advance on the date specified by the Governing Body or their nominated agent. Regular users, over periods exceeding 3 months, shall pay an initial hire charge and thereafter within 7 days of the start of each month during which the series of lettings is occurring.
3. Hiring charges for Sundays are higher due to additional expenditure incurred by the school.
4. A security/damage deposit is required to be paid for a private letting and may be required for some community lettings, at the discretion of the school, at the time the letting is confirmed by the school or its nominated agent. The deposit will be returned following the end of the letting, subject to the premises being returned in a state of good order.

## Care of Premises

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1. The hirer shall ensure that there is at least one responsible adult present and able to supervise at all times during the letting. Additional responsible adults (stewards) may be required dependent on the nature of the letting.
2. The hirer is required to leave the premises (including passageways, stairs and exits) and the school areas used in a clean and orderly state, free from rubbish or obstruction and shall clear away and remove any rubbish from the school and leave the school in the condition in which it was found.
3. The hirer shall ensure that no persons using the premises are permitted to wear shoes with stiletto heels or other footwear which may, in the opinion of the Governing Body, be damaging to the floors or external sports areas.
4. No bolts, nails, tacks, pins or other similar objects shall be driven into any part of the premises nor any adhesive fasteners used.
5. No smoking is permitted within the school premises or grounds.
6. No explosive or inflammable materials including Butane or Calor Gas canisters, or articles which are dangerous or offensive, are to be brought onto the school premises.
7. Lavatories must be left in a reasonable condition, unblocked and flushed.
8. All passageways, stairs and exits must be kept free from obstruction.
9. The hirer will be responsible for reimbursing the school for any additional costs incurred in cleaning the premises or clearing the grounds after a letting.
10. No desks, fixed furniture or equipment that may be in the accommodation hired shall be used or interfered with without the prior approval of the Governing Body. Standing on seats, furniture, windowsills, etc. is not permitted.
11. No alterations, additions or variation to the school lighting or other electrical installation, heating, fittings or fixtures shall be made to premises.
12. Fittings, fixtures or decorations of any kind shall not be permitted, other than purely temporary arrangements, which require no permanent fixings nor which would damage or disfigure any part of the premises. No gas filled balloons, confetti or streamers are permitted either inside the premises or in the school grounds.

13. If stage lighting and spotlights are available and required it must be clearly stated on the application form. Any operation of the spotlights and dimmers must be carried out by a competent person approved by the school.
14. Chalk, resin or cleaning and polishing materials may not be used on floors
15. No notice, poster, placard or similar shall be permitted without the express approval of the Governing Body or their nominated agent.

## **Damage to the Premises**

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1. The hirer shall take all precautions to prevent any damage to the premises.
2. The hirer shall repay to the Governing Body any additional costs, whether for staff or premises, resulting from the misuse and/or damage to the premises and/or grounds. Such costs will be determined by the Governing Body or their nominated agent and shall be paid within seven days of a written demand.
3. Any damage shall be reported immediately to the caretaker or the nominated Lettings agent.

## **Equipment & Accommodation**

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1. No electrical equipment shall be brought on to the school premises without the express consent of the Headteacher or Governing Body or their nominated agent.
2. The electrical and mechanical installations at the premises are not to be supplemented or altered, nor any specialist equipment (such as public address systems) to be installed by the hirer except with the express approval of the Governing Body or their nominated agent.
3. Any furniture provided by the hirer must be removed immediately after the end of the letting (unless otherwise agreed)
4. Storage is not available at the premises for hirers and all equipment, apparatus and furniture belonging to the hirer must be removed at the end of each letting.

## **Condition of Premises**

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1. The Governing Body gives no guarantee as to the fitness, suitability or condition of the Premises or grounds. Every effort is however made to ensure that they are in a reasonable state. It is the responsibility of the hirer to check that the Premises are suitable for his needs.

## **Insurance**

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1. It is the responsibility of the hirer, prior to the letting to effect whatever insurance are appropriate to cover his liabilities. Insurance effected by the Governing Body or LA does not extend to a hirer's liabilities. At the least the hirers shall take out third party and public liability insurance with a reputable Insurance Company in a sum not less than the Public Liability Sum (specified in the Letting) and shall if so required produce details of such insurance for inspection by the Governing Body.

## **Statutory Requirements**

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1. The hirer shall comply with the statutory or regulatory requirements associated with its activities at the Premises, in particular concerning consumption of intoxicating liquor, music singing and dancing lettings, theatre lettings and copyright. No smoking is permitted within

the school premises or grounds. The hirer shall be fully responsible for obtaining any lettings or any other permissions required, always providing that no letting application shall be made without the prior approval of the Governing Body.

## **Health and Safety**

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- 1.** The hirer is responsible for the health and safety of all persons using the Premises under the Letting and must make themselves fully aware of the fire precautions and procedures in existence.
- 2.** The Hirer will be responsible for ensuring that all activities take place in a safe manner.
- 3.** The hirer shall comply with Section 12 of the Children and Young Person's Act 1933 and 1989. In summary this requires that where any play or entertainment is provided at which the majority of the persons attending are children, then if the number exceeds 100, it shall be the duty of the hirer to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building or any part of it than can be safely accommodated there and to control the movement of the children and other persons admitted while entering and leaving the building and to take all other reasonable precautions for the safety of the children.
- 4.** The number of persons using the Premises shall not exceed the number notified to the Governing Body (in the Application or otherwise).
- 5.** The school does not provide first aid medical facilities for hirers, nor does it guarantee access to the telephone system for calling assistance during lettings however access to an emergency landline may be available on request to the caretaker. Hirers should make their own arrangements ie trained personnel and provision of First Aid kit.

## **Cancellation/Non-Availability**

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- 1.** Failure by the hirer to comply with any or all of the foregoing conditions where applicable whether intentionally or not may be deemed by the school to be just cause for the immediate cancellation of any letting or series of lettings.
- 2.** The Governing Body reserves the right to cancel a letting at any time when the facility is required by the school, or for other statutory users. It shall give as much notice as possible (where feasible a minimum of two weeks' notice) and shall refund the charge in respect of the cancellation or offer alternative accommodation or dates. No other compensation shall be paid.
- 3.** The Governing Body reserves the right to refuse or cancel any hiring where it believes that the activity or use, or the identity of the hirer, is inappropriate or inconsistent with the use of school premises.
- 4.** The Governing Body reserves the right to refuse or cancel any letting in the event of any outbreak or prevalence of infectious disease or any other cause outside their control.
- 5.** Where the Premises or any facilities hired (or part thereof) are not available to the hirer, the Governing Body will consider refunding the charge, or a proportion thereof however the Governing Body will not be liable to pay compensation for any loss sustained by the hirer as a result of the cancellation.

## Restrictions on Use/Activities

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1. The Governing Body or its nominated agent reserves the right to refuse any application which it believes may cause, or have the potential to cause offence to the community or part of the community.
2. The Governing Body or its nominated representative may refuse admission to any person without giving a reason for doing so and similarly may require any person to leave the premises.
3. The hirer is specifically forbidden to use, or allow the use of the hired premises or grounds for any illegal or immoral purpose.
4. Sporting activities will not take place inside the Premises area without the prior written approval of the Governing Body.
5. No alcoholic drinks shall be brought on to the Premises save where the specific permission of the Governing Body or their nominated agent has been received.
6. The hirer shall not use the premises, or permit them to be used, for gaming or wagering other than lawful gaming carried out as an entertainment promoted for raising money to be applied for purposes other than private gain and complying with the provisions of the Gaming Act 1968.
7. The hirer shall not permit any animal to enter or remain in the premises unless agreed beforehand. (Agreement will not be unreasonably withheld for guide dogs for persons with visual or hearing impairments).
8. The hirer shall take all reasonable steps to ensure that no noise or other nuisance is created which would affect others using other parts of the Premises or the owners and occupiers of neighbouring or adjoining properties.
9. The hirer shall vacate the premises by 10.30pm Monday to Thursday, 11pm Friday and Saturday. On Sunday the premises should be vacated by 6pm except for a series letting (i.e. regular weekly use) when finishing time should be no later than 5pm. Sunday use of the premises will be restricted to one let per day.
10. The premises will be made available throughout the year with the exception of :
  - a) Public holidays and school closures for religious festivals
  - b) The last two weeks of the summer holidays when a thorough clean of school premises is undertaken. This is subject to the Governing Body's discretion.
  - c) Any programme of building works or refurbishment which may impact on the use of the premises
11. Headteacher's, domestic and staff rooms are not available for hire.

## Vehicles and Parking

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1. No motor vehicles shall be permitted entry on to the School site without the prior written consent of the Governing Body and any vehicle entering with consent shall not be parked in a manner causing obstruction to the movement, entry or egress of other vehicles.
2. Where car parking is permitted, the hirer is responsible for ensuring that adequate stewarding is provided and that vehicles are parked in a responsible manner and according to any directions given by the Governing Body.
3. Cars are parked on the school premises at the owner's risk.

## **Lost Property**

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1. The School does not accept any responsibility for damage or loss (including theft) of any articles of property brought, deposited or left by the hirer, his guests, agents or any member of the public at the school during the period of the hire. The hirer must make his own insurance arrangements to cover such items.

## **Indemnity**

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1. The hirer will hold harmless and indemnify the School and the Governing Body in respect of any loss, liability claim, damage, penalties or proceedings whatsoever arising under Statute or Common Law including death or personal injury to any persons whomsoever or damage to property or breach of copyright arising out of or in the course of by reason of the hiring.

## **Security (additional charge)**

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1. If, due to the nature of the activity/use, the Governing Body or its nominated agent considers it necessary to make special arrangements for the security of the Premises, the cost associated with this shall be met by the hirer.
2. In the event of triggering of the school alarm system the hirer shall immediately contact the school caretaker. A charge may apply where the hirer is responsible for accidental alarm activation.
3. The school caretaker is required to be on duty at all times during the letting of the premises and the cost forms part of the hiring charge.

## **Promotional literature and publicity**

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1. Any promotional material or publicity making reference to the School shall be approved in advance by the Governing Body or its nominated agent. The school telephone number must not be shown on hirer advertising materials or provided to guests/attendees.

## **Access and Key collection**

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1. The School employs its own key holder (Site Service Officer) who will unlock and lock the premises for the times specified within the letting application form.
2. Where required, the hirer shall liaise with the school Site Service Officer regarding practical arrangements associated with the hiring.
3. At no stage will the hirer be expected to hold keys for the premises or take responsibility for locking or unlocking the premises

## **Terms and Conditions Relating to Specific Facilities/Activities**

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### **Film or Theatrical Performances**

1. The School performance licence does not apply to the performance of dramatic or musical works if performed in their entirety. For the performance of such works the hirer must obtain the permission of the owner of the copyright. It is the responsibility of the Hirer to obtain a licence if it is intended to play recorded material.
2. The School premises are not licensed for public entertainment. If appropriate, a Temporary Events Notice (TEN) must be applied for from the Licensing Authority. TENs apply when :

- a) The event lasts less than 96 hours
  - b) There are less than 500 people present
  - c) There is more than 24 hours between events
3. No copyright work shall be performed without the permission of the owner of the copyright and the payment of any appropriate fees and the hirer shall indemnify the Governing Body against any penalty or sanction for any infringement of copyright which may have occurred during the letting period.
  4. No film or video shall be shown in the hired area without the prior consent of the Governing Body who may require the hirer to give a preview of the film to such persons as directed.

### **Catering facilities**

1. A school kitchen is only available for hire in conjunction with the hire of school premises, for community use activities and for private functions.
2. The Hirer will be allowed to hire the kitchen throughout the year, with the exception of :
  - a) Public Holidays
  - b) Normal School Holidays – this use is subject to Council discretion and whether re-decoration and essential repairs are being undertaken.
3. Separate charges will be made for use of school catering facilities. Where the accommodation hired includes school catering facilities, the following special conditions must be observed:
  - a) use must be agreed in advance and approved by the school and their catering service provider;
  - b) catering assistants from the catering service must be present at all times when the school's catering facilities are being used and the cost borne
  - c) school tea cloths must not be used;
  - d) the kitchen and all equipment must be left as clean as it is found and all rubbish removed
  - e) school crockery and cutlery must not be used except by special permission of the School Catering service provider or Governing Body;
  - f) tables must be washed after use
  - g) all breakages/faults etc must be reported and paid for;
  - h) any other condition imposed by the School Catering service provider or Governing Body.
4. The Hirer shall vacate the kitchen by 10.30pm at the latest and shall leave the kitchen in good order, as it was at the time of entry. The Hirer must ensure that all their articles of property are removed. In the event of any article or property belonging to the Hirer or any contractor or any other person, being left in the kitchen after the time booked the Council shall be entitled to remove the same and the cost of their doing so shall be paid by the Hirer.
5. The role of the Catering assistant(s) is:
  - a) To show the Hirer the facilities available including all relevant features of the kitchen.
  - b) To show where the first aid equipment is kept and any relevant procedures to be followed.
  - c) To ensure that the Hirer uses the facilities specified properly and are left in good order.
  - d) To advise on the use of facilities to meet health and safety requirements.
  - e) The kitchen employee(s) will not be expected to provide a catering service on behalf of the Hirer, unless this has been pre-booked.
6. The Hirer must not use, under any circumstance:

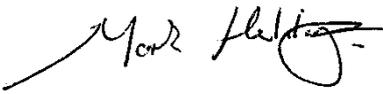
- a) Fridge, freezer or larder store
  - b) Pots, pans and cooking utensils
  - c) Specialist equipment such as slicers, blenders, mixers, microwaves etc.
7. The school or nominated agent reserves the right to decide on the number of kitchen employees required to supervise and also cancel and hiring, or where possible, offer alternative accommodation at another venue.
  8. If, during the hiring, the Hirer commits a breach of any of these regulations, the right is reserved by the school or its nominated representative to terminate the hiring forthwith, as well as any further applications for the hiring of a school kitchen.
  9. Hirers are advised to bring their own cleaning materials i.e. dish cloths, washing up liquid etc. If the school's catering service provider's materials are used, an appropriate charge will be made and deducted from the deposit.

### **Use of Gymnasia**

1. The Gymnasium shall not be used unless or until a qualified teacher is present in the gymnasium.
2. No one may enter the gymnasium, under any circumstances, unless wearing appropriate footwear or having bare feet. Shoes with soles which could mark the floor must not be worn in gymnasia. This rule must also be observed by spectators.
3. All members of the class must wear suitable clothing.
4. The walls must not be marked by writing or drawing.
5. The temperature of the water in the shower baths is fixed and must not be altered. The valve controlling the temperature must not be touched.
6. Games of a type likely to cause damage to the equipment or fabric of the building should not be played in a gymnasium (e.g. Football with regulation-weight footballs). Where necessary to avoid damage the nature of the game or the type of playing equipment should be amended.
7. No apparatus, small or large, may be used in gymnasia unless permission has been obtained from the school.
8. All apparatus must be handled with care. Portable apparatus, including mats, should always be carried (and never dragged along the floor).
9. The beams, window ladders and ropes should be moved only by members of the class who have been instructed in the correct procedure.
10. Apparatus must be retained in the correct storage position when not in actual use. Protective material must be placed under apparatus, which would otherwise damage the gymnasium floor.
11. Weight training should take place in the gymnasium only when no other suitable place can be made available in the school. The floor of the weight-training area must be protected by mats of a type capable of spreading the loading of the weights over an area of several square feet. Old gymnastic mats are seldom sufficient to meet this criteria. Collars must be fitted to all bars. When not in use weights and bars must be stored in racks or on a weight trolley.
12. Any damage, or defect, however slight, of apparatus, floor or structure, must be reported immediately to the Caretaker.
13. The person responsible for the class in the gymnasium is also expected to make himself/herself responsible for the proper use of changing rooms and for the conduct of the people using them.

For further information about our School Lettings service please contact:

Pam Ereira  
Kelmscott School  
245 Markhouse Road  
Walthamstow  
E17 8DN  
Telephone: 0208 521 2115  
p.ereira@kelmscott.waltham.sch.uk

<b>Approved by Governors:</b>	<b>19<sup>th</sup> March 2019</b>
<b>Signed on behalf of the Governing Body:</b>	
<b>Review Date:</b>	<b>Spring Term 2020</b>



Other information: [please tick]

Will there be music & dancing? [ ] Yes [ ] No

Will there be food and drink? [ ] Yes [ ] No

Will anyone be drinking intoxicating liquor? [ ] Yes [ ] No

**(N.B. Sales are not allowed in any form)**

Will you be charging for admission? [ ] Yes [ ] No

If Yes, for what will the proceeds be used? .....

Will you be advertising the functions? [ ] Yes [ ] No

If Yes, in what manner .....

(N.B."Flyposting" will lead to the letting/organisation being banned)

Please state number of people attending the Function/Activity: .....

**Refreshments and use of the kitchen facilities**

**(Kitchens cannot be used without kitchen staff on duty)**

Do you wish to use the kitchen for boiling water, or washing up or serving food from the serving counter?

[ ] Yes [ ] No

(Up to two Kitchen staff will be employed in a supervisory capacity for which an additional charge will be made. There is a minimum hire of two hours)

Do you wish to bring your own urn/kettles to boil water for refreshments?

[ ] Yes [ ] No

**TO BE COMPLETED BY THE PERSON RESPONSIBLE FOR PAYMENT OF ALL CHARGES FOR THIS HIRING.**

**I hereby make application for use of the accommodation and facilities stated above and, if such application is granted, I undertake to pay all charges in respect thereof IN ADVANCE and to comply with the Letting Regulations.**

Signature of Applicant: ..... Date: .....

Full name:(block capitals) .....

Address;(block capitals) .....

Postcode: ..... Telephone Number .....

Email: .....

Names and Addresses of Nominated Stewards:

(Two nominated Stewards are required if intoxicating liquor is consumed)

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We must protect the public funds we handle, and so we may use this information you have provided on this form to prevent and detect fraud. We may also share this information, for the same purposes, with other organisations which handle public funds.

**Name of Hiring Organisation:** .....

**Dates and times of proposed hire:** .....

Organiser access from: .....

Event Times: .....

**Hire details:**

All prices are subject to standard rate VAT.



## TERMS AND CONDITIONS OF HIRE

1. The person signing the application form shall be considered the hirer and must be over 18 years of age. The hirer will be deemed responsible for payment of hire. Payment must be received in advance of hire.
2. The use of premises is restricted to the times, use and accommodation specified in the hire permit.
3. The hirer should take all precautions to prevent any damage. If the hire is indoors, some footwear (e.g. stiletto heels) in particular can cause damage to floors and persons wearing such footwear will not be permitted to enter the premises. The hirer is required to pay for any breakages, losses or damage to property arising out of the letting.
4. Nominated Representatives of the School Governors must be given free access to the hired areas within the premises for the purpose of inspection.
5. Nominated representatives of the Governing Body may refuse admission to any person without giving any reason for doing so and may similarly require any person to leave the premises.
6. The Hirer will be responsible for ensuring that all activities take place in a safe manner.
7. The behaviour and safety of persons on the premises for this booking are the responsibility of the hirer. The Hirer must ensure any person entering or leaving the premises during the letting period does not cause any nuisance to Governors, School staff, other site users or neighbours. Access to the premises will not be allowed until the hirer, or person responsible for the group is present.
8. The Hirer must ensure that there are sufficient stewards located in areas which will prevent unauthorised persons from entering the premises and to ensure that guests/attendees are restricted to the area hired for the function
9. The School will not be responsible for any injury to persons or damage to property arising out of the hiring of the premises. Any damage to the premises or its contents must be reported on the day of hire to the Site Officer or school representative and a written report on the damage and how it occurred sent to the Lettings Administrator within seven days.
10. The sub-letting or sharing of the premises by the hirer is prohibited.
11. Public Safety:
  - a) The Hirer shall be responsible for the prevention of overcrowding such as would endanger public safety and for continuing to keep clear all gangways passages and fire exits.
  - b) The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct.
  - c) The Hirer must familiarise himself/herself with the emergency procedures for fire, accidents and defects reporting and carrying them out to the best of his/her ability in conjunction with the caretaker. The Hirer is responsible for the Health and Safety of all persons attending the event ensuring that they are aware of evacuation procedures and emergency exits. No exits or corridors may be locked and no fire-fighting equipment removed or relocated.

12. Special preparations, such as those required for the purpose of dancing, must not be applied to the floors without specific approval. The caretaker can advise.
13. Intoxicating liquor is not permitted on the premises without the express consent of the School Governors, which the Governors will not be obliged to give or give reasons for refusal. The sale of intoxicating liquor is prohibited under any circumstances.
14. The Governors take no responsibility for First Aid provision. Hirers are recommended to provide their own First Aid cover at events.
15. Smoking is not permitted on the school premises and grounds.
16. It may be necessary for the school to cancel or postpone the event. If this occurs the Hirer can make no claim against the school, or Governing Body for any loss he/she may sustain. Where the school does cancel the letting a proportion of the charges will become refundable.
17. The hirer shall give 7 days' notice of cancellation or pay the full cost of the booking.
18. There is no access to a public telephone. Access for emergency landline use may be available on request to the caretaker. The school telephone number must not be shown on any advertising materials produced by or on behalf of the hirer.
19. Any additional cleaning cost relating to the hiring must be met by the hirer.
20. Nothing in this agreement shall create a tenancy.
21. The school may end this agreement by giving the Hirer, where possible, 2 weeks' notice at any time. The school may end the agreement immediately if the Hirer's application is in breach of any of the stipulations and conditions in this agreement.

**We accept the terms and conditions of hire as detailed above:**

Signed on behalf of the Hirer: .....

Name: ..... Date: .....



## SCALE OF LETTING CHARGES FOR THE USE OF KELMSCOTT SCHOOL

1<sup>st</sup> April 2019 to 31<sup>st</sup> March 2020

### Standard Rate for Community Use

	Monday to Saturday	Sunday
Classroom/Hall/Sports Hall	£73.50 per hour	£83.30 per hour
After the first 2 hours	£57.12 per hour	£63.55 per hour
Where a hirer books less than 2 hours a higher charge is made		
1 hour	£96.00	£110.00
1.5 hours	£118.41	£134.75
Each additional area booked	£3.15 per hour	

### Day time community rate (excludes commercial use)

	Classroom/Hall/Playground	
Daytime during Term Time	Children's Group	£10.50 per hour per room
(Monday to Friday before 5.30pm)	Adult Group	£26.25 per hour per room
Daytime during School Holidays	Children's Group	£15.75 per hour per room
(Monday to Friday during site opening times)	Adult Group	£31.50 per hour per room
Each additional area booked	£5.25 per hour	

### Additional Facilities

	Monday to Saturday	Sunday
Use of Kitchen (excl VAT)	£15.75 per hour	£21.00 per hour
Cleaning (excl VAT)	£ 61.30 per session	£77.30 per session
Tables (excl VAT)	£0.65 per table	£0.65 per table
Chairs (excl VAT)	£5.50 per 100	£5.50 per 100