



Esher Church School



Lettings Policy

May 2023

Reviewed on:	May 2023
Reviewed by:	Finance Committee
Review Cycle:	Annual
Next review date:	May 2024



Vision Statement

To be a safe, happy, loving community where excellent teaching inspires children to learn and explore, care for each other and believe that they can make a difference.

Introduction

The Trust is committed to making every reasonable effort to ensure the school buildings and grounds (“the premises”) are available for community use. The Trust welcomes the opportunity to work with partner organisations to help children and young people achieve their full potential by engaging their services meeting the wider needs of children, young people, families and the community.

Where there is a conflict between a Hiring and a school event priority will always be given to school events.

Definition of a Letting

A letting may be defined as “any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of ‘Weight Watchers’)”. A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its pupils.

Use of the premises for activities such as staff meetings, parents’ meetings, Board of Trustees meetings and extra-curricular activities of pupils supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school’s GAG.

Charges for a Letting

The Board of Trustees is responsible for setting the charges for the hiring of the school premises. These are reviewed on an annual basis by the Trust.

A minimum charge period of 1 hour applies.

Applying to use the school

Organisations seeking to hire the school premises should approach a member of the administration team, who will identify their requirements and clarify the facilities available. A Booking Form should be



completed at this stage (signing this is in agreement to Ts & Cs on the reverse of form). The Trust has the right to refuse an application, and no letting should be regarded as “booked” until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved, confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement.

The letting should not take place until the signed agreement has been returned to the school. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Trust’s current scale of charges. The named individual applying to hire the premises will be invoiced in advance for the cost of the letting.

All hiring fees will be paid into the school’s bank account to offset the costs of services, staffing etc.

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

Termination of Hire Agreement

The Headteacher, or the Chairman of the Governing Board, has the immediate power to terminate any hire agreement relating to the hire of the school premises, in accordance with the terms and conditions of the agreement attached.

Hiring Charges

The school will only accept bookings for the areas listed below for the school holidays and weekends. Please visit the schools website or telephone the school for the up to date term dates.

Area	Cost per hour
Large Hall	£20.00
Small Hall	£15.00
Playing Field	£15.00
Playground	£15.00
LRC / Sunshine Room	£15.00
Eden Building (Small rooms)	£20.00 £5.00
(Music rooms)	£5.00
Swimming Pool	£50.00
Changing Facilities	£15.00
Photocopy Charges	5p

An additional charge may be required for lettings after 6pm or during the weekends. Please note the hall will need to be cleared and cleaned by 10pm.

Terms and Conditions for the Hire of the School Premises



All terms and conditions set out below must be adhered to. The “Hirer” shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

Status of the Hirer

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer.

Hirers who are providing facilities before, during and after school time or at any time that involves the supervision or activities with children must provide an Enhanced DBS.. These will be recorded on the school’s Single Central Register.

Any adults working with the school’s pupils (for example, at an after school sports club) must be appropriately qualified. They must hold an up to date First Aid certificate and evidence of recent safeguarding training. The School also requires a copy of the safeguarding policy.

Priority of Use

The Headteacher will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

Attendance

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.

Behaviour

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

Public Safety

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the Hirer must adhere to the correct adult/pupil ratios at all times.

Own Risk

It is the Hirer’s responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk. Hirers cannot use school facilities they have not booked and the school accepts no liability for this.

Damage, Loss or Injury

The Hirer warrants to the Trust that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

Lettings are made on the agreement that the Governing Board is indemnified by the hirer against any loss, damage, costs and expenses during the use of the school premises by the hirer except where such loss, damage costs and expenses are directly attributable to the negligence of the employees of the Governing Board.

The hirer shall insure with a reputable insurance office approved by the Governing Board, against such funds as the hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to



property or the premises by any act or neglect of himself, his servants, agents or any person resorting to the premises by reason of the use of the premises by the hirer.

The school shall not be responsible for any injury to persons or damage to property arising out of the letting of the premises.

Insurance for One off Lettings

Individuals should be asked whether they have any relevant insurance and if so, to check whether it will cover their personal liability for the purposes of the let. If covered, they must provide appropriate evidence (confirmation from the insurers that the event is covered and the policy is in force on the relevant date). The minimum acceptable limit of liability should be £2m.

If the Hirer does not have their own insurance.

Accident or Injury

The Trustees do not accept any responsibility for any accident or injury or loss of property that may occur to or be sustained by, persons using the premises during the period of the letting.

Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. We ask that hirers leave the room as found. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

School Equipment

This can only be used if requested on the initial application form, and if the school approves its use. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. 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.

Electrical Equipment

Any electrical equipment brought by the Hirer onto the school site MUST comply with the code of practice for portable electrical appliance equipment. Equipment must have a certificate of safety from a qualified electrical engineer. The intention to use any electrical equipment must be notified on the application.

Car Parking Facilities

Subject to availability, these may be used by the Hirer and other adults involved in the letting.

Toilet Facilities

Access to the school's toilet facilities is included as part of the hire arrangements.

First Aid Facilities

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. The school's resources will not be available.

Food and Drink

Various conditions apply depending on the space and activity booked.

Intoxicating Liquor



No intoxicants shall be brought on to or consumed on the premises without permission from the School. The responsibility for obtaining a liquor licence should this be required lies with the hirer.

Smoking

The whole of the school premises is a non-smoking area, and smoking is not permitted, including E-cigarettes.

Footwear

Various conditions apply according to the space or activity booked. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

Copyright or Performing Rights

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Trust against all sums of money which the Trust may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

The hirer shall be responsible for obtaining any public licences necessary in connection with the booking and should confirm with the school the licences they hold.

Permission or licence must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform. Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premises Licence authorising entertainment, or by applying for a Temporary Event Notice

The School Business Manager must be given at least four weeks' notice of a stage play production. The Hirer must obtain a Temporary Event Notice from the local Licensing Authority. The requirement is for the notice to be received by the Licensing Authority and the Police a minimum of 10 **working** days before the planned event but not including the day of the delivery of the notice or the day of the event.

It is the responsibility of any hirer to ensure that all copyright licences have been obtained to cover planned activities.

Hirers are reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances. Any infringement of this is liable to prosecution.

The hirer shall indemnify the Governing Board 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.

Sub-Letting

The Hirer shall not sub-let the premises to another person.

Charges

Hire charges are reviewed annually and the current charge is set out in the Hire Agreement.

Variation of Scales for charges or cancellations

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Board of Trustees on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days notice either way is given. It is the Hirer's responsibility to notify parents in writing (where appropriate) of any changes in dates or venues at least a week in advance.

Site Security



The Trustees will hire and pay for a person to be responsible for the unlocking and locking of the premises. Hirers should be aware that there may not always be someone on site for the duration of the let, however hirers will be provided with contact numbers should there be a site security issue. This cost will be included in the charge for the letting.

Right of Access

The Trust reserves the right of access to the premises during any letting. The Headteacher or members of the Leadership Team may monitor activities from time to time.

Conclusion of the Letting

The Hirer shall, at the end of the hire period, leave the accommodation in a tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged.

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting and by 10 p.m. at the latest. Lettings finishing later than 10 p.m. may only be approved on an exceptional basis by the Headteacher/ Business Manager. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. In the event of an emergency, occupants must leave the school by the nearest exit and assemble on the Playing Fields. The Hirer must have immediate access to participants' emergency contact details. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures in the event of fire or other emergency, including lockdown procedures.

Register

Hirers must retain a register of all children attending their club and make this available to the school as required.

Cancellation of the Club/ Activity

If the club/activity has to be cancelled at short notice for any reason it is the provider/hirers responsibility to contact the parents of all children to collect children and/or make alternative provision to supervise these children until they are collected. The school will not be responsible for making these arrangements or supervising children whose parents have not been contacted or have not collected their children. Charges may apply should this happen.

Statutory Requirements

The hirer must not do anything or permit any action which would, or might, constitute an illegal or immoral activity affecting the school premises or which would, or might, vitiate in whole or in part any insurance effected in respect of the premises from time to time.



Appendix 1 - Booking form and copy of Terms and Conditions

APPLICATION FOR THE USE OF ESHER CHURCH SCHOOL PREMISES

Term (Autumn, Spring, Summer)

Application must be submitted to the school 21 days in advance for an occasional letting or one term in advance for a regular letting Please return this form via email to finance@esherchurchschool.org.uk or to the school office. We will be in touch to inform you if your application is successful, and if so details of the full cost and documents that will need to be shared.

<p>Hirers name: _____</p> <p>Organisation: _____</p> <p>Email : _____</p>	<p>Address: _____</p> <p>_____</p> <p>Tel : _____</p> <p>Mob : _____</p>
<p>Will you be present during the event(s) Yes/No If not please provide full details of the person responsible below Name : _____</p> <p>Address: _____</p> <p>_____</p>	<p>Who will attend: (please tick)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Limited to members <input type="checkbox"/> Limited to members, parents and friends <input type="checkbox"/> Open to the general public <input type="checkbox"/> On payment of a charge <input type="checkbox"/> By programme to be paid for <p>What is the space to be used for? _____</p> <p>_____</p>



<p>_____</p> <p>Tel : _____</p> <p>Tel _____</p> <p>Mob: _____</p>	
<p>Eden Building:</p> <p><input type="checkbox"/> Eden Building - Main Room</p> <p><input type="checkbox"/> Eden Building - Small PPA room</p> <p><input type="checkbox"/> Eden Building – Music room</p> <p><input type="checkbox"/> Swimming Pool</p> <p><input type="checkbox"/> Changing Rooms</p>	<p>Main School:</p> <p><input type="checkbox"/> Main Hall</p> <p><input type="checkbox"/> Small Hall</p> <p><input type="checkbox"/> Learning Resource Centre</p> <p><input type="checkbox"/> Playing Field</p> <p><input type="checkbox"/> Playground</p>
<p>Additional equipment you will require from the school (please note we may not always be able to provide this but will inform you where this is/is not possible)</p>	<p>Do you have your own insurance Yes/No</p>
<p>DATES – REGULAR LETTINGS</p> <p>Starting from _____</p> <p>Date _____</p> <p>Time (am/pm) _____</p> <p>Finishing _____</p> <p>on _____ Date _____</p> <p>Time (am/pm) _____</p> <p>Excluding _____</p> <p>Date(s) _____</p>	<p>DATES – OCCASIONAL LETTING</p> <p>Starting from _____ Date _____</p> <p>Time (am/pm) _____</p> <p>Finishing _____ Date _____</p> <p>Time (am/pm) _____</p>
<p>I have read and accept the terms and conditions of use set out in this agreement and am aware that I need to call the emergency number to report any issues.</p> <p>_____</p> <p>_____ (Signature)</p> <p>(Date)</p> <p>By signing below, I agree to the terms and conditions set out overleaf.</p>	<p>I have familiarised myself with the Fire/Emergency evacuation procedures</p> <p>_____</p> <p>(Signature)</p> <p>Confirmation and details of the safeguarding /child protection / first aid arrangements you have in place</p>

TERMS AND CONDITIONS FOR THE HIRE OF THE SCHOOL PREMISES

All terms and conditions set out below must be adhered to. The “Hirer” shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

STATUS OF THE HIRER

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the school to them or of creating any tenancy between the school and the hirer. Hirers who



are providing facilities before, during and after school time or at any time that involves the supervision or activities with children must provide an Enhanced DBS for every adult that will work with children including any substitute providers. These will be recorded on the school's Single Central Register. Any adults working with the school's pupils (for example, at an after school sports club) must be appropriately qualified.

PRIORITY OF USE

The Business Manager will resolve conflicting requests for the use of the premises, with priority at all times being given to school functions.

ATTENDANCE

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.

BEHAVIOUR

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

PUBLIC SAFETY

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the Hirer must adhere to the correct adult/pupil ratios at all times.

OWN RISK

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

DAMAGE, LOSS OR INJURY

The Hirer warrants to the Board of Trustees that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £2 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

INSURANCE FOR ONE OFF LETTINGS

Individuals must provide appropriate evidence of relevant insurance to cover their personal liability for the purposes of the let. Confirmation from the insurers that the event is covered and the policy is in force on the relevant date must be provided. The minimum acceptable limit of liability should be £2m. If the Hirer does not have their own insurance, this will need to be discussed with the school.

ACCIDENT OR INJURY

The trustees do not accept any responsibility for any accident or injury or loss of property that may occur to or be sustained by, persons using the premises during the period of the letting.

FURNITURE AND FITTINGS

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

SCHOOL EQUIPMENT

This can only be used if requested on the initial application form, and if its use is approved by the Business Manager. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. 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.

ELECTRICAL EQUIPMENT

Any electrical equipment brought by the Hirer onto the school site MUST comply with the code of practice for portable electrical appliance equipment. Equipment must have a certificate of safety from a qualified electrical engineer. The intention to use any electrical equipment must be notified on the application.

CARPARKING FACILITIES

Subject to availability, these may be used by the Hirer and other adults involved in the letting.

TOILET FACILITIES

Access to the school's toilet facilities is included as part of the hire arrangements.

FIRST AID FACILITIES

There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. The school's resources will not be available.

CHILD PROTECTION

In addition to the user's liability in respect of health and safety concerns referred to elsewhere in this agreement, the user specifically undertakes to ensure suitable arrangements are in place in regard to safeguarding children and child protection. The Board of Trustees specifically reserve the right to terminate the hire agreement with immediate effect if the user does not have such arrangements in place and fails to take immediate steps to put them in place. In such circumstances the Board of Trustees will not be liable for any loss financial or otherwise incurred by the user.

FOOD AND DRINK

Various conditions apply depending on the space and activity booked. NO FOOD OR DRINK is allowed in the SPORTS HALL, DANCE STUDIO or PERFORMANCE HALL AUDITORIUM.

INTOXICATING LIQUOR

No intoxicants shall be brought on to or consumed on the premises without permission from the Business Manager. The responsibility for obtaining a liquor licence should this be required lies with the hirer.

SMOKING

The whole of the school premises is a non-smoking area, and smoking is not permitted, including E-cigarettes.

FOOTWEAR

Various conditions apply according to the space or activity booked. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

COPYRIGHT OR PERFORMING RIGHTS

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Trust against all sums of money which the Trust may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

SUB-LETTING

The Hirer shall not sub-let to another person

CHARGES

Hire charges are reviewed annually the current charge is set out in the hire agreement. **LETTINGS FORMS COMPLETED FOR LIMITED COMPANIES MUST BE SIGNED BY A DIRECTOR ACTING AS A PERSONAL GUARANTOR FOR ANY INVOICES RAISED BY SCHOOL TO THE COMPANY. PAYMENT CHARGES MUST BE MADE ON RECEIPT OF AN INVOICE. INTEREST WILL BE CHARGED FOR LATE PAYMENT AS IS OUR STATUTORY RIGHT. There is a minimum charge of 1 hour for all lettings.**

VARIATION OF SCALES FOR CHARGES OR CANCELLATIONS

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Board of Trustees on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days' notice either way is given. It is the Hirer's responsibility to notify parents in writing (where appropriate) of any changes in dates or venues at least a week in advance.

SITE SECURITY

The Trustees will hire and pay for a person to be responsible for the unlocking and locking of the premises. Hirers should be aware that there may not always be someone on site for the duration of the let, however hirers will be provided with contact numbers should there be a site security issue. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Keys will not be available to any person without the express permission of the Board of Trustees of the school.

RIGHT OF ACCESS

The Board of Trustees reserves the right of access to the premises during any letting. The Headteacher or members of the Senior Leadership Team or trustees from the Children's Achievement and Wellbeing Committee may monitor activities from time to time.

CONCLUSION OF THE LETTING

The Hirer shall, at the end of the hire period, leave the accommodation in a tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged.

VACATION OF PREMISES

The Hirer shall ensure that the premises are vacated promptly at the end of the letting and by 10 p.m. at the latest. Lettings finishing later than 10 p.m. may only be approved on an exceptional basis by the Board of Trustees. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. In the event of an emergency, occupants must leave the school by the nearest exit and assemble on the Playing Fields. The Hirer must have immediate access to participants' emergency contact details. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures in the event of fire or other emergency.

PROMOTIONAL LITERATURE/NEWSLETTERS

A draft copy of any information to be distributed to participants or through the school a week prior to distribution by the Hirer.

REGISTER

Hirers must retain a register of all children attending their club and make this available to the school as required.

CANCELLATION OF THE CLUB/ACTIVITY



If the club/activity has to be cancelled at short notice for any reason it is the provider/hirers responsibility to contact the parents of all children to collect children and/or make alternative provision to supervise these children until they are collected. The school will not be responsible for making these arrangements or supervising children whose parents have not been contacted or have not collected their children. Charges may apply should this happen.

A FULL SIZE PRINT VERSION OF THIS DOCUMENT IS AVAILABLE AND WILL BE PROVIDED IN ADVANCE OF THE HIRE. THE HIRER IS TO PROVIDE ALL DOCUMENTATION AS REQUIRED BEFORE LETTING CAN PROCEED AND THE HIRER SHOULD ENSURE THAT ALL DOCUMENTATION IS KEPT UP TO DATE.

Appendix 2: Confirmation of licence template letter

You may want to delete this section when you publish a version of this policy on your website. This is for the benefit of the person who will administer the policy.

Dear [contact name]

Thank you for submitting your hire request form to us.

We're pleased to say the area you've requested is free on the date(s) and time(s) of your request and we'd be happy to grant a non-exclusive licence to you to use the area for the purpose set out in your request form, subject to the [enclosed terms and conditions/terms and conditions already provided to you].

Based on the length of time and area requested, the full amount for the hire will be [insert amount, and where relevant, explain that this includes an additional cleaning fee]. You can pay us by [insert payment method(s) and details here]. We request full payment of the fee by [insert date].

We'll also require you to submit to us:

Proof of your public liability insurance

Specify any other documents you'll require when someone hires the premises

We've attached the following documents:

Details of emergency evacuation procedures in the event of a fire/similar emergency

Specify any other documents you'll want to make sure the hirer is familiar with (e.g. health and safety policy)

Please make sure you're familiar with these before the date of hire.

You can contact [named contact and details] with any questions about hiring the premises.

You may wish to have an additional 'out of hours' contact/contact details for when the hire is happening if the person is hiring the premises outside of school hours, unless you plan to have a member of staff on site to provide support with any issues.

Kind regards,

[staff member]

