

# Rutlish School



## Letting Policy

<b>Committee ownership for this policy:</b> SBC, Curr, Incl, Prem, RR6, FGB	Premises
<b>Must be approved by FGB: Y / N</b>	N
<b>Required by:</b>	Statutory
<b>Frequency of review:</b>	Every 3 years
<b>Date last reviewed:</b>	Summer 2024
<b>Date of next review:</b>	Autumn 2027
<b>Display on website: Y / N</b>	Y
<b>Responsible</b>	School Business Manager
<b>This policy will be subject to ongoing review and may be amended prior to the scheduled date of next review in order to reflect changes in legislation, where appropriate</b>	

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## 1. Aims

The Governing Body regards the RR6 building, pavilion and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its students, and any lettings of the premises to outside organisations will be considered with this in mind.

The school's delegated budget (which is provided for the education of its students) will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises.

Old Ruts Sports Clubs will receive a discounted rate of 50% on the field. The Old Ruts Sports Clubs will have priority over any other lettings for the field, this is to reduce over use.

## 2. Areas Available for Hire

### 2.1 Available areas

The school will permit the hire of the following areas:

- Main Building
- Innes Building
- Centenary Building
- RR6 Building, Classrooms, Common Room and LRC
- Pavilion
- Sports field (Only available to Old Ruts sports clubs)

### 2.2 Capacity and charging rates

The capacity and rates for hiring each area are as follows:

- Daily cost Monday to Sunday 8am – 8pm
- Evening after 8pm to be negotiated

AREA	CAPACITY	DAILY COST UNTIL 5PM	NEW PRICING OF 5%
Main, Innes and Centenary Buildings Classroom This does not include Science and DT classrooms	All classrooms capacity is 30 persons, for seating only	Minimum Hire 2 hours £50.00 There after £25.00per hour Daily Rate of 6 hours £150.00	Minimum Hire 2 hours £52.00 There after £26.00per hour 5% increase
RR6 Building Classroom	All classrooms capacity is 28 persons, for seating only		
Drama Room		Minimum Hire 2 hours £52.00 There after £26.00per hour Daily Rate of 6 hours £156.00	Minimum hire 2 hours £60.00 £30 per hour
Art Room	All classrooms capacity is 30 persons, for seating only	Minimum Hire 2 hours £50.00 There after £25.00per hour Daily Rate of 6 hours £150.00	Minimum hire 2 hours £52.00 £26 per hour
RR6 LRC	The capacity for seating is 58	Minimum Hire 2 hours £50.00 There after £25.00per hour Daily Rate of 6 hours £150.00	Minimum Hire 2 hours £60.00 There after £30.00per hour

AREA	CAPACITY	DAILY COST UNTIL 5PM	NEW PRICING OF 5%
RR6 Common Room	The capacity for the area 64 here, tables and chairs, soft seating	Minimum Hire 2 hours £40.00 There after £20.00 per hour Daily Rate of 6 hours £120.00	Minimum Hire 2 hours £60.00 £30.00per hour
Sports Hall		Minimum Hire 2 hours £100.00 There after £50.00 per hour Daily Rate of 6 hours £300.00	Minimum Hire 2 hours £105.00 £52.50per hour 5% increase
Gymnasium		Minimum Hire 2 hours £76.00 There after £38.00per hour Daily Rate of 6 hours £228.00	Minimum Hire 2 hours £80.00 £40.00 per hour 5% increase
Main Hall		Minimum Hire 2 hours £100.00 There after £50.00per hour Daily Rate of 6 hours £300.00	Minimum Hire 2 hours £105.00 £52.50per hour 5% increase
Dining Hall		Minimum Hire 2 hours £76.00 There after £38.00per hour Daily Rate of 6 hours £228.00	Minimum Hire 2 hours £80.00 £40.00 per hour 5% increase
Pavilion Gym area cannot be rented or used.	Option 1: Kitchen main area and changing rooms	Minimum Hire 2 hours £90.00 There after £45.00 per hour Daily Rate of 6 hours £245.00	Minimum Hire 2 hours £94.00 £47.00 per hour 5% increase
	Option 2: The main area and kitchen,	Minimum Hire 2 hours £80.00 There after £40.00 per hour Daily Rate of 6 hours £215.00	Minimum Hire 2 hours £84.00 £42.00 per hour 5% increase
Playing fields	Whole Field only	Minimum hire 2 hours £200.00 There after £100.00 per hour Full Day 6 hours' maximum up to 6pm £550.00 After 6pm please contact the school (matches £140 seniors £70.00 for Juniors)	Minimum Hire 2 hours £210.00 £105.00 per hour 5% increase Cricket (matches £147 seniors £74.00 for Juniors) 5% increase

### 3. Charging Rates and Principles

#### 3.1 Rates

The rates for hiring out different areas are listed in the table in the section above. We may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the school.

### **3.2 Cancellations**

We reserve the right to cancel any agreed hiring with a minimum of one days' notice e.g. if the field is unplayable and all other areas 5 days' notice, unless there is an emergency and the school is unable to let due to fire, pandemics or the hirer is found to be unethical, this is not an exhausted list.

A full refund will be issued if we do cancel a hire. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

The hirer of the premises can cancel any hire with notice, refer to the cancellation rates in terms and conditions.

### **3.3 Review**

The revenue raised from hiring out will be reviewed by the School Business Manager and will be fed into the school's financial reporting, to ensure best value is being achieved.

## **4. Application Process**

Those wishing to hire the premises should fill out the hire request form, which you can find in Appendix 1 of this policy, and read the terms and conditions of hire set out in Section 5.

The hirer should fill out and sign the hire request form and submit it to the school office for the attention of the School Business Manager and approve the request.

If the request is approved, we will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. We will also send on details of the emergency evacuation procedures and other relevant health and safety documents. An invoice will be sent out requesting a deposit of 50% of the hire with the final payment to be made 10 days prior to the hire date. The hirer will also need to provide proof of their public liability insurance.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the school, or reputational damage may occur.

## **5. Terms and Conditions of Hire**

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

These terms and conditions have been checked as they appear below by Forbes Solicitors. If you make any changes to these terms and conditions, you are advised to have them checked again by your own legal support.

1. "Hirer" means the person or entity identified in the relevant hire request form, lettings will not be made to persons under the age of 18.
2. The hirer shall pay the full amount as stipulated by the school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee.
3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the school by this licence.
4. The hirer shall not sub-licence any of the premises under the licence.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the school will result in the immediate termination of the licence.
7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school from the premises.
8. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time and must take out its own public liability insurance with a reputable insurer

approved by the school and, where requested by the school, shall provide of copy of the relevant insurance certificate no less than 10 days before the start date of the licence.

9. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the school in relation to the premises.
10. The hirer shall indemnify and keep indemnified the school from and against:
  - a) any damage to the premises or school equipment;
  - b) any claim by any third party against the school; and
  - c) all losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises.
11. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the school shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the school by the hirer under the license.
12. School equipment can only be used if requested on the initial application form and it its use is approved in writing. 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 in the area they are using, and for the equipment's safe and appropriate use. Any hirer requiring the use of IT equipment must do so by stating it on the booking form and having prior approval. A small charge may apply for this usage. Hirers are responsible for any damage caused to IT equipment during a letting.
13. Any electrical equipment brought by the Hirer onto the school site MUST comply with LEA code of practice for portable electrical appliance equipment (i.e. PAT tested). Equipment must have either a certificate of safety from a qualified electrical engineer or be inspected by the LEA. The intention to use any electrical equipment must be notified on the application.
14. Car parking will be subject to availability, these may be used by the Hirer and other adults involved in the letting. **All vehicles must be off site within 30 minutes of the end of the booking.** All vehicles left on site unattended after this time may be locked in on site until the next working day.
15. No vehicles are permitted to drive on grassed areas or any area other than in car parks unless written consent has been given from the School Business Manager in advance of the booking and a request is on the
16. There is no legal requirement for the school to provide first aid facilities for the Hirer. It is the Hirers 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. Use of the school's resources is limited to availability.
17. No food or drink may be prepared or consumed on the property without the direct permission of the Governing Body/Headteacher, in line with current food hygiene regulations. All litter must be placed in the bins provided. A charge for cleaning the site of litter after a booking may be implied if the site is left untidy.
18. No intoxicants shall be brought or consumed on the premises.
19. The whole of the school premises is a non-smoking area, and smoking/vaping or e-cigarette devices is not permitted inside or outside at the school.
20. No animals, except registered guide and assistance dogs, may be brought on site.
21. No stiletto or any type of thin heel is to be worn. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.
22. The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright of performing right, and shall indemnify the Local Education Authority against all sums of money which the LEA may have to pay by reason of an infringement or copyright or performing right occurring during the period of hire covered by this agreement.
23. Any cancellations by the hirer must be in writing to the School Business Manager either by email or letter.

Cancellation rates

- One off bookings / block bookings
- Four weeks or more – 20 % of booking charge
- Four - Two weeks – 40% of booking charge
- Two week – 7 days – 75% of booking charge
- 7 days - 48 hours or less – 100% of booking charge

24. Any cancellations by the school made with at least one days' notice e.g. if the field is unplayable and all other areas 5 days' notice will be refunded.
25. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
26. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
27. The Governors will hire and pay for a person to be responsible for the security of the premises before, during and after the hire. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only key holders may operate the security system.
28. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the school.
29. If the hirer breaches any of the terms and conditions the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
30. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
31. The hirer will acquire all appropriate additional licenses for any activities they are running, including those required for use of any third party intellectual property.
32. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
33. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
34. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
35. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
36. The school and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this license.
37. The Headteacher will resolve conflicting requests for the use of the premises, with priority at all times being given to the schools' functions.
38. Persons may have to undergo, at the discretion of the Governing Body, a criminal record check via the Disclosure and Barring Service (DBS). If a particular letting involves contact with the school's students, all personnel involved must be checked against List 99 and undergo a DBS check, in accordance with DfES guidance. These checks must be made by prior arrangement with the Headteacher, with at least half a terms notice in advance to ensure that the checks can be carried out in time. Any adults working with the school's students (for example, at an after school sports club) must be appropriately qualified. Sport coaches must follow the LEA guidelines for working in schools.
39. The Governing Body reserves the right of access to the premises during any letting. The Headteacher or member of the governing body from the Premises committee may monitor activities from time to time.

## 6. Safeguarding

**The school is committed to safeguard its students at all times and any failure to comply would lead to termination of the agreement.**

It is the responsibility of the hirers to ensure that safeguarding measures are in place, as set out in [Keeping Children Safe during Community Activities, After-School Clubs and Tuition](#) which is a voluntary code of safeguarding practice to keep children safe during community activities. Rutlish School will seek assurance that the hirer has the appropriate safeguarding and child protection policies and procedures in place including:

- a written child protection policy and procedures.
- being aware of the specific safeguarding issues that can put children at risk of harm and undertake appropriate training
- appointing a suitably trained DSL
- making staff and volunteers aware of what to do if they have concerns about a colleague who may pose a risk of harm to children
- ensuring that all adults working unsupervised with children will have an enhanced Disclosure and Barring Service check and be subject to safer recruitment procedures.

The hirer will confirm that, should any safeguarding concerns present themselves, they must contact the Safeguarding Team ([safeguarding@rutlish.merton.sch.uk](mailto:safeguarding@rutlish.merton.sch.uk)) as soon as reasonably practicable. The school will follow their safeguarding policies and procedures, including informing the LADO (if appropriate).

If there is a chance that those hiring the premises will come into contact with students, for example if the hire occurs during school hours, or when students may be present in the school (during after school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

At an event where the number of children is likely to exceed 100, the Hirer must ensure that a sufficient number of adults are stationed to prevent more children being admitted, to control the movement of the children and to take all reasonable precautions for the safety of the children as required by the Children's and Young Person's Act 1933.

## Appendix 1

### HIRE REQUEST FORM

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire, which you can find in sections 2 and 5 of this policy.

The school needs a minimum of 2 weeks from when a hire request form is received to when the school confirm availability. Only a fully completed hire request form will be accepted for all new bookings or additional days to existing bookings. We are unable to accept emails for any bookings.

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.

If you have any questions, please contact Mrs. D Chauhan, Finance Assistant

Email: [dipa.chauhan@rutlish.merton.sch.uk](mailto:dipa.chauhan@rutlish.merton.sch.uk)

Tel: 0208 542 1212 Ext 128

### 2024/2025 - Term Time Dates:

Terms dates start	Term dates end	Half term break starts	Half term break ends
2 <sup>nd</sup> September	20 <sup>st</sup> December	28 <sup>th</sup> October	1 <sup>st</sup> November
6 <sup>th</sup> January	4 <sup>th</sup> April	17 <sup>th</sup> February	21 <sup>st</sup> February
22 <sup>nd</sup> April	22 <sup>nd</sup> July	26 <sup>th</sup> May	30 <sup>th</sup> May

<b>Name of Applicant</b>	
<b>Name of Organization and company number (where applicable)</b>	

<b>Address</b>			
<b>Contact Number</b>			
<b>Email Address</b>			
<b>Purpose of Hire</b>			
<b>Premises required for Hire</b>			
<b>Date of Hire: (term time only)</b>			
<b>Time of Hire: (Start &amp; Finish Time)</b>			
<b>Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)</b>	<b>Date</b>	<b>Start Time</b>	<b>Finish Time</b>
<b>Number of expected participants in the activity</b>			
<b>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)</b>			
<b>Additional equipment you will be providing</b>			

<b>yourself</b>	
<b>Welfare Officer Name and contact number</b>	
<b>Are you affiliated with an organization, if yes please provide details</b>	
<b>Please acknowledge that not everyone on site is DBS (Disclosure and Barring Service) and all your staff are aware of this.</b>	
<b>I confirm I have read the lettings Policy and adhere to the terms and conditions.</b>	
<b>Name:</b>	
<b>Signature:</b>	
<b>Date</b>	

**Documents Required (when booking has been confirmed)**

Documents/Information Requested		Please Tick
<b>Public Liability Insurance:</b>	Please send a copy with booking form	
<b>DBS</b>	Please provide DBS certificate number and date of certificate	
<b>Safeguarding Policy</b>	Please send a copy of your policy	
<b>Training</b>	Please provide details of your training qualifications	