

Rutlish School



Letting Policy

Committee ownership for this policy: F&P, Curr, Incl, Prem, RR6, FGB	Premises
Must be approved by FGB: Y / N	N
Required by:	Statutory
Frequency of review:	Every 3 years
Date last reviewed:	Autumn 2021
Date of next review:	Autumn 2024
Display on website: Y / N	Y
Responsible	School Business Manager
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	

Contents

1. Aims	2
2. Areas Available for Hire	2
3. Charging Rates and Principles	3
4. Application Process.....	4
5. Terms and Conditions of Hire.....	4
6. Safeguarding.....	6
Appendix 1: Hire Request Form	7

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
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
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
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
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
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

AREA	CAPACITY	DAILY COST UNTIL 5PM
Sports Hall	Little kickers £40.00 Possible discount	Minimum Hire 2 hours £100.00 There after £50.00 per hour Daily Rate of 6 hours £300.00
Gymnasium		Minimum Hire 2 hours £76.00 There after £38.00per hour Daily Rate of 6 hours £228.00
Main Hall		Minimum Hire 2 hours £100.00 There after £50.00per hour Daily Rate of 6 hours £300.00
Dining Hall		Minimum Hire 2 hours £76.00 There after £38.00per hour Daily Rate of 6 hours £228.00
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
	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
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)

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 cancelation 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 a 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 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 dedicated to ensuring the safeguarding of its students at all times.

It is the responsibility of the hirers to ensure that safeguarding measures are in place, (this includes safeguarding policies, training, name welfare officer and risk assessments) while hiring out the space.

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.

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.

If you have any questions, please contact Mrs L Quin, School Business Manager:

Email: louise.quin@rutlish.merton.sch.uk

Tel: 020 8254 3335

Name of applicant / organisation and company number (where applicable)	
Applicant contact details	Address: Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation	
Part of the premises requesting to be hired	
Date and time of first hire	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	
Number of expected participants in the activity	
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)	
Additional equipment you will be providing yourself	

By signing below, I agree to the terms and conditions set out in the school's Lettings Policy.

Name _____ Date _____

Signature _____

Please return this form via email to louise.quin@rutlish.merton.sch.uk or to the school office at administration@rutlish.merton.sch.uk.

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.