

	<b>Lettings Policy</b>	
	<b>Last reviewed: March 2017</b>	<b>Next review: March 2020</b>
	<b>Linked Governor: Rob Doughty</b>	<b>SLT Member: Andrea West</b>

## 1. Policy aims

Governors recognise that lettings provide a useful source of income and also provide an opportunity for the school to enhance its reputation for community service. This policy is to ensure that the most effective use is made of the school premises:

- By maximising the earnings potential of the site, without interfering with the prime function of the school or its ethos.
- Ensure the hiring of the school premises and services is a clear, manageable, efficient and professional process.
- Provides a resource that is available to the community.

This policy should be read in conjunction with the Inclusion policy, equality scheme, the health and safety policy and the curriculum policy.

## 2. Roles and responsibilities of the lettings administrators, premises manager, other staff and governors

**The lettings manager will:**

- Take the originating enquiry, and check availability.
- Liaise with caretaking team regarding room requirements and timings of all lettings.
- apply the criteria (Appendix A) agreed by the Governing Body and consult with the Senior Finance & Operations Manager regarding requests for bookings which do not meet them or where there is a potential conflict of interest.
- decide if a 'free let' meets the criteria in Appendix B
- establish a central booking system
- liaise with premises manager regarding requests for bookings
- circulate details of booking to all parties concerned to confirm availability of venue
- arrange booking form, invoice, ensure that adequate public liability insurance is in place and distribute health & safety information.
- Ensure that the lettings rates are updated on the website, once agreed by the Governors.
- The hirer will be sent an invoice, booking confirmation, insurance form and a copy of our terms and conditions.
- The booking is only confirmed once the deposit has been paid. If no deposit is due, full payment is required before the booking is confirmed.
- The Lettings Manager will ensure VAT is charged where applicable
- The Lettings Manager will ensure insurance is held for all hirers. If hirers do not hold their own public liability insurance they can be covered by the school's insurance. For large events a surety deposit of £500 is taken prior to the event and returned afterwards subject to any damages. This deposit covers the insurance excess. The cost of the insurance is factored into charge for large events. For smaller events a 5% charge of the total booking fee will be added for insurance.
- If the hirer uses their own Public Liability Insurance a copy of the insurance should be kept on file.

- The School Public Liability Insurance will cover all school and ASA events free of charge.
- Ensure a signed copy of the Terms & Conditions is received from the hirer and placed on file.
- Ensure any necessary licences have been applied for. A copy should be retained on file.

**The finance officer will:**

- ensure that all lettings fees are invoiced and collected.
- chase outstanding debts with a view to commencing legal proceedings if these are not resolved through the School's usual credit control policy.

**The Governing Body, will:**

- balance the desire to generate income against the desire to support "worthy" groups within the community
- Agree the criteria to be used when deciding which groups are to be allowed to use the premises and consider requests for bookings against those criteria. See Appendix A
- take a positive approach to enhancing learning opportunities for the whole school community through promoting community use of the school
- ensure that use by external organisations does not degrade the standards of the facilities to the extent that they are no longer suitable for use by pupils
- consider issues of political balance
- consider the implications of all requests received for the health, safety and security of pupils and staff
- consider the implications for workload of all staff of any decisions it makes
- Set the charges to be levied.

The Governing Body will receive reports from the Lettings Manager on an annual basis of the schedule of use of the school outside of the school day, the number of groups involved and the net profit from such activities.

Issues that required intervention by the Lettings Manager will be noted, together with the action taken and the outcome. The Governing Body will consider whether the additional use of the school premises is achieving the purposes set out at the start of this policy.

## **APPENDIX A**

Criteria to be used when deciding which groups are to be allowed to use the premises

- *School and ASA events have priority.*
- *Does the letting give the opportunity to enhance learning?*
- *Has the letting an educational focus?*
- *Is the letting for a charitable cause?*
- *Is the letting of benefit to the community?*
- *Does the letting have an unacceptable detrimental impact on the school budget?*
- *Could the letting have a negative impact on the school's reputation?*

## **APPENDIX B**

Further criteria to be used when deciding which groups are to be allowed to use the premises free of charge

- *Are the participants students of Ashlyns School?*
- *Is this a fund raising event run by the Ashlyns School Association?*
- *Is there a charge to the students?*
- *Will it increase participation?*

APPENDIX C  
Lettings Enquiry Form

**ASHLYNS SCHOOL - LETTINGS ENQUIRY**

Enquiry number		Taken by		Date	
<b>Details of enquirer</b>					
Name of individual or organisation					
If organisation, name of person responsible					
Address					
Email address	Mobile phone		Telephone		
<b>Date of booking</b>					
<b>Nature of function</b>					
<b>Numbers expected to attend</b>					
<b>Facilities booked</b>	<b>Times booked</b>		<b>Pricing</b>		
			Quoted to hirer		
<b>Special arrangements</b>					
	<b>Booking</b>				
<b>Finance</b>	Confirmation	£	Inv.No.	Date	Paid?
Deposit					
Hire					
<b>Caretaker notified of event?</b>		<b>Post event cleaning booked?</b>			

## **APPENDIX D**

### Lettings Terms and Conditions

## **Terms & Conditions of Hire for Commercial Organisations, Clubs, Societies and Individuals**

### **1. Hiring of the Facility**

- 1.1 The booking contract is between the Hirer (as stated on the booking form) and Ashlyns School.
- 1.2 This form must not be signed otherwise than:-
  - (i) By a person over 18 years of age
  - (ii) In the case of a company, by a Director and the Company Secretary or other authorised signatory
  - (iii) In the case of a club or unincorporated association by the authorised signatoryWhere the facilities are hired for a company, the company and the Hirer shall be jointly and severally liable hereunder and where facilities are hired for a club the members of the club using the facilities and proprietor and appointed officers of the Club and the Hirer (if not otherwise liable) shall be jointly and severally liable hereunder. Where the facilities are hired for an unincorporated association, the Officers of the association and the Hirer (if other than an officer of the association), shall be jointly and severally liable hereunder and where the facilities are hired by any other group of persons, the members of that group and the Hirer, (if not such a member) shall be jointly and severally liable hereunder.
- 1.3 Any legal or financial issues from the booking will be taken up with the Hirer.
- 1.4 This Agreement will be governed by and construed in accordance with English law.
- 1.5 The Facility shall comprise only the rooms and premises at Ashlyns School, Berkhamsted as designated on the booking confirmation form.

### **2. Payment for the Facility**

- 2.1 On confirmation of your booking, the Hirer will be sent a breakdown of the booking, including all costs and VAT (if applicable and at the prevailing rate)
- 2.2 All payments for the use of the Facility are to be made prior to the commencement of the booking
- 2.3 All payments are to be made against an invoice. Invoices will be sent from Ashlyns and payment should be made directly to Ashlyns School as detailed on the invoice
- 2.4 Payments against invoices must be made within 14 days of the invoice being issued.
- 2.5 In the first instance for queries on invoices, please contact the accounts department at Ashlyns School 01442 863605 ext 220.

- 2.6 VAT will be charged on all bookings unless the booking satisfies VAT exemption criteria
- 2.7 The Hirer must inform Ashlyns School if there is a change of address related to the Hirer

### **3. Obligations of the Hirer**

#### **The Hirer shall:**

- 3.1 take good care of and cause no damage to the Facility; and in the event of any negligence misuse or wilful damage to the Facility or any related equipment by the Hirer, the Hirer shall pay to Ashlyns School immediately upon demand the cost of re-instating / repairing or replacing any part of the Facility;
- 3.2 not remove any of Ashlyns School property from the Facility;
- 3.3 comply with the rules and regulations made by Ashlyns School from time to time for the management use and occupation of the Facility;
- 3.4 comply with all fire precautions applicable to the Facility;
- 3.5 not do anything which may cause nuisance or annoyance to Ashlyns School or any other user of the Facility; or local residents
- 3.6 ensure that at the end of the Hire the Facility is left in a clean and tidy condition;
- 3.7 not allow anyone not authorised by Ashlyns School to enter or use the Facility;
- 3.8 ensure that there is no smoking at the Facility by the Hirer or anyone using the Facility by arrangement with the Hirer;
- 3.9 use the Facility only for the purposes indicated on the booking form;
- 3.10 ensure that the Facility is left secure at the end of the hiring period in conjunction with the caretaker;
- 3.11 ensure that all vehicles are parked in the parking spaces provided within the designated parking areas;
- 3.12 not to trespass on any part of the adjacent premises of Ashlyns School and to access and leave the Facility only along the driveway;
- 3.13 only enter Ashlyns site via the main entrance on Chesham Road;
- 3.14 it is the responsibility of the hirer to ensure that all relevant CRB checks are in place;
- 3.15 all rubbish must be taken away from the site at the end of the hire period;
- 3.16 the play equipment in the rear car park is strictly off limits to all hirers;

- 3.17 the operating of the stage curtains is only to be carried out by the caretaker;
- 3.18 be responsible for ensuring that any necessary CRB checks are in place.

#### **4. Health & Safety Information**

- 4.1 We advise all bookings to include at least one mobile phone number which is available throughout the booking period; this is compulsory for bookings that are outside our normal school hours.
- 4.2 We advise at least one person who is to be present during the booking period to have basic first aid knowledge or to have completed a first aid course and to provide an emergency first aid kit; this is compulsory for bookings that are outside normal school hours.
- 4.3 In case of an emergency please follow the attached evacuation procedures. A map is also attached showing fire exits to be used in case of an emergency.(see appendix 1)
- 4.4 Fireworks are not permitted at any time.
- 4.5 In order to facilitate emergency vehicles, parking is not allowed on the main drive, perimeter road or grassed areas.

#### **5. Cancellation**

##### **5.1 Cancellation by Ashlyns School:-**

Ashlyns School reserves the right at its absolute discretion to cancel a booking:

- (i) should it require the use of the Facility owing to unforeseen circumstances or in an emergency
  - (ii) if Ashlyns School is of the opinion that the function is likely to prove of an objectionable or undesirable character
  - (iii) if the Facility is, in the opinion of Ashlyns School, unfit for use
  - (iv) if Ashlyns School is dissatisfied with the evidence of insurance produced by the Hirer in accordance with 7.4 hereof or no such evidence can be produced
  - (iv) if payment has not been made in accordance with the provisions of clause 2 hereof
- 5.1.1 In the event of such a cancellation the total charges previously paid to Ashlyns School (if any) will be refunded to the Hirer but no liability will be accepted for any other expenditure or compensation to the Hirer or any other person in respect of any such cancellation howsoever caused.
  - 5.1.2 Ashlyns School reserves the right to terminate any lettings or series of lettings immediately in the event of the Hirer failing to observe or perform any of the Terms and Conditions of Hire.

##### **5.2 Cancellation by the Hirer:-**

- 5.2.1 Cancellation more than 8 weeks prior to the commencement of the hire period will result in 100% of fees refunded back to the Hirer.

- 5.2.2 Cancellation of 8 weeks or less but more than 1 day prior to the commencement of the hire period will result in 50% of fees refunded back to the Hirer.
- 5.2.3 Cancellation less than 24 hours prior to the commencement of the hire period will result in no fees being refunded back to the Hirer.

## **6. Temporary Closure**

- 6.1 In the event of any failure or breakdown of the supply of essential services, fire or any accident or occurrence whatsoever and howsoever caused rendering necessary in the opinion of Ashlyns School the temporary closing of the Facility, or an interruption of any engagement whether before or during any function, or of any repairs or renewals consequent upon any such breakdown, the Hirer agrees that Ashlyns School shall not be liable for any loss or claims arising from such closure of the Facility.

## **7. Insurance & Liability**

- 7.1 It is agreed that the Facility will be made available to the Hirer in its present condition and "as seen" and no representation or warranty is made or given by Ashlyns School relating to the standard or condition of the Facility.
- 7.2 The use of the Facility is entirely at the risk of the Hirer and Ashlyns School will accept no responsibility for any claims actions demands proceedings or costs arising out of any claims made be or against the Hirer or a third party.
- 7.3 The Hirer will indemnify Ashlyns School against all claims, damages, liabilities and losses, and any costs associated therewith, resulting from any claim by any third party resulting from any loss or injury arising from the use of the Facility or the presence of the third party on the Facility where such loss or injury results from misuse or negligence by the Hirer.
- 7.4 The Hirer shall take out and maintain in force an insurance policy with a reputable insurer for not less than £2,000,000 covering the foregoing indemnity and any liability to any third party, resulting from the use of the Facility and the presence of the third party at the Facility and the Hirer shall produce evidence of such insurance whenever required by Ashlyns School.
- 7.5 If 7.4 is not applicable you may sign the lettings indemnity form and be covered under Ashlyns School Public Liability insurance policy, as such a £500 excess is payable by the hirer in the event of any and every claim for loss or damage to Ashlyns School.

## **8. Licences**

It is the hirer's responsibility to apply for any licences required for their specific function. All copies of licences received should be submitted before the event to Ashlyns School.

## **9. Exclusion**

Notwithstanding any other contractual arrangement with the Hirer, Ashlyns School reserves the right at its absolute discretion to refuse or direct the Hirer to refuse the admission of, or to evict any person from the facility without stating any reason and shall not be liable to pay any compensation to the Hirer arising out of such exclusion.

#### **10. Non-Transfer**

The booking is personal to the Hirer and it shall not assign transfer or share its right to use the Facility.

I hereby agree to comply with the Terms and Conditions of Hire of the Facility at Ashlyns School, Berkhamsted. I understand I will be charged prior to commencement of my booking and I have read and accept all of the terms and conditions of Ashlyns School. I have retained the terms of conditions of hire for my reference.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

#### **APPENDIX E**

##### Scale of Charges

Main Hall	£100.00/hr (Friday – Sunday)
Main Hall	£50.00/hr (Monday – Thursday)
Dining Hall (half)	£30.00/hr
Dining Hall (both)	£50.00/hr
Kitchen	£40.00/hr
Board Room	£30.00/hr
Playing Fields	£30.00 per pitch
Tennis Courts	£5.00 per court
Library	£30.00/hr
Classrooms	£20.00/hr
ICT Suite	£30.00/hr
Chapel	£100.00/hr + heating
Weddings (> 150 guests)	£4500 per event + £500 deposit

The Senior Finance & Operations Manager has discretion to offer a discount of up to 25% for registered charities and all year round bookings, all other discounts are at the discretion of the Head Teacher.

The above charges will be reviewed annually with the policy review.

