



## Lettings Policy

<b>Document history</b>	
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A copy of this document can be obtained from	The schools' website The schools' network
<b>Related documents</b>	

## **The Governing Body**

1. The Governing Body of John Rankin Schools aims to maximise the use of the school for the benefit of the local community, without detriment to the school or its site. Groups and individuals may hire certain school facilities, subject to availability and in accordance with the terms and conditions for hire, as determined by the Governors and in accordance with West Berkshire Council Guidelines.
2. The Governors delegate the day-to-day decision making to the Headteacher or their representative, who will arrange for the necessary accounting and admin procedures in accordance with the Financial Regulations and Contract Rules of Procedures of West Berkshire Council.

## **Charges**

3. Charges will be reviewed on an annual basis. The level of charges will be set and agreed by the Governing Body. The following factors will be taken into account:
  - a) Groups using the school on a regular letting.
  - b) Single functions.
  - c) Weekend and school holiday usage; subject to the availability of a school representative.
  - d) Types of facilities used.
  - e) Hirer's existing relationship with the school.
4. In the unlikely event that John Rankin Schools have to cancel the booking, the Hirer will be reimbursed any advance payments, although the School will not incur any other liability.

## **Risk Management and Insurance**

5. An appropriate risk assessment shall be carried out and a Hirer's Agreement Form must be completed in full in advance of the letting taking place.
6. Lettings can only be entered into with companies, firms and individuals. Where a club wishes to hire, the agreement will be with the officer of the club completing the Hirer's Agreement Form and that individual will be liable for any debts arising.
7. The hirer must provide in advance of the hire period, documentary evidence of Third Party/Public Liability Insurance with a minimum cover of £5 million. If they are unable to do so, then the letting cannot take place.
8. When the letting is ongoing, the Hirer must provide documentary evidence of the insurance at renewal date. If they are unable to do so, then the letting cannot take place.
9. Hirers should ensure that their public liability policy includes damage to premises under their control.
10. The Hirer accepts that they should familiarise themselves with the position of the escape routes, fire alarms and fire-fighting equipment and how to contact a member of the school team in case of an emergency. Notices regarding the procedures in relation to action in the event of fire should also be studied and the information disseminated. A member of the school team will go through this prior to the first booking.
11. The hirer will provide their own provision for first aid and first aid supplies.
12. The Hirer further agrees to indemnify the Schools against all claims, actions and liabilities arising from the use of the premises by the Hirer apart from claims and actions arising through the negligence of the Schools, its servants or agents.

13. All lettings must be in-line with the LA and Schools' H&S procedures.
14. Children's parties will be covered by WBC's Safeguarding policy, however, regular lettings have to either provide their own safeguarding policy, or be given the option to adopt the schools' policy. Confirmation of this will be outlined in the Hirer's Agreement Form.

### **Hirer's Agreement Form**

15. Initial enquiries will be made through the JRS website's Lettings page or by emailing [lettings@jrs.w-berks.sch.uk](mailto:lettings@jrs.w-berks.sch.uk).
16. The enquiry will be checked as to whether there is availability and that opening; closing and stand-by support can be given.
17. Once availability has been confirmed, a Hirer's Agreement Form will be sent (if not already completed) to the Hirer detailing the letting and costs.
18. The Hirer shall be expected to complete the form fully before signing and sending back as an agreement to fully comply with the West Berkshire Council's terms and conditions, set out in Hirer's Agreement Form.

### **Deposit**

19. A refundable deposit of £100 will be required from hirers who wish to use the facilities (except for long-term lettings of more than six months). In the event of damage to school property, equipment or fittings, or in the event of additional cleaning being required over and above the half hour included in the stated hire charge, the deposit shall be adjusted accordingly and only the balance, if any, refunded. If the additional costs exceed the deposit held, then a supplementary invoice shall be raised for the balance.

### **Payment Terms**

20. With the exception of regular lettings, payment shall be made in advance. Payment shall be expected at least three working days before the event. At least three working days' notice of cancellation is required (in writing) otherwise, the hirer shall be invoiced for the full hire charge.
21. Regular lettings will be invoiced monthly in arrears.
22. If there is a failure to pay for 3 consecutive months, then the letting will be reviewed by the School Business Team and may be suspended or terminated.

### **School Representatives**

23. The Headteacher shall be responsible for implementing this policy, and may delegate this responsibility to nominated representatives for the administration of bookings, agreeing charges with hirers and ensuring compliance with the Council's financial regulations.

### **Facilities Available for Hire**

24. The playing fields and the school halls are the facilities usually hired for use. Toilets will be included in the hire of the school halls. Use of the kitchen at both JRJ and JRI is available for use on completion of a Conditions of Use Agreement. Classrooms, other rooms and the adventure playgrounds may be available for hire but only by specific arrangement.
25. In the case of the playing fields, in the event of bad weather, the school may, at the sole discretion of the Headteacher or their nominated representative, cancel the use at short notice.

Hire charges and deposit will be refunded in full. The Schools and/or its Governing Body shall not accept liability for any other losses sustained as a result of such cancellation.

### **Capacities**

26. The capacities of any event should be agreed prior to booking and shall not exceed the maximum capacity for the given area.
27. While there is no fixed ceiling capacity for the playing fields, anticipated attendance shall be discussed with the Headteacher prior to making a booking, particularly concerning car parking.

### **Equipment**

28. Equipment such as musical or other equipment could be arranged at an additional cost on a case-by-case basis, except for chairs and tables, which are available at no extra cost. These shall be requested at time of booking. The Hirer is responsible for ensuring that anything within the letting, e.g. areas, equipment, is left in the same condition as it was at the beginning of the hired session.
29. The Hirer agrees that no equipment will be used without approval and that competent personnel will carry out the installation of the Hirer's equipment. Electrical equipment must carry a current PAT test label.

### **Restriction to Hire**

30. Certain events and functions require a Public Entertainment Licence. Advice on this can be obtained from West Berkshire Council's Public Protection Department.

### **Smoking**

31. A no smoking, including vaping, policy is operated at the school, and therefore smoking is not permitted anywhere on the school premises.

### **Noise and Disturbance**

32. All hirers must comply with local noise regulations as set out by West Berkshire Council and relevant national legislation. Events using sound amplification equipment (e.g., music systems, PA systems) must ensure that noise levels do not exceed 55 dB(A) during the day and 45 dB(A) at night at the boundary of the school property.
33. The school reserves the right to monitor noise levels during events. If noise levels are deemed excessive, the school representative can require the hirer to reduce the volume or cease using sound equipment. Repeated non-compliance with noise regulations may result in termination of the letting agreement and forfeiture of the deposit.

### **Licensing Requirements:**

34. Certain events and functions, particularly those involving amplified music, large gatherings, or public entertainment, require a Public Entertainment Licence or Temporary Event Notice (TEN) from West Berkshire Council.
35. The hirer is responsible for obtaining all necessary licenses and permits prior to the event.
36. Hirers must provide proof of the relevant licenses and permits to the school administration at least two weeks before the event. Failure to do so may result in cancellation of the booking without a refund.

37. The school administration will keep a record of all licenses and permits submitted by hirers.

### **Safeguarding and restricted access**

38. Hirers must ensure that all activities are confined to the designated areas as outlined in the Hirer's Agreement Form. Access to other areas of the school premises is strictly prohibited.

39. When multiple lettings occur simultaneously, the school will ensure that each group is aware of their designated areas to prevent overlap and ensure the safety of all participants.

40. The hirer must provide a copy of their safeguarding policy or agree to adopt the school's safeguarding policy before the letting can be approved.

41. Adults involved in activities with children must wear visible identification badges provided by the hirer, clearly distinguishing them from other users of the premises.

### **Parking**

42. Parking shall be confined to the designated car parking areas. Outside school hours, parking may be permitted on the asphalt areas of the playground by prior arrangement. Other areas may be negotiated through the Headteacher.

43. West Berkshire Council and the Governing Body cannot be held responsible for any loss or damage to any vehicle parked on school premises.

### **Periods of Availability**

44. The school facilities shall usually be available for hire Monday to Friday during term time only from 18:00 to 22:00 hours. Lettings likely to extend beyond these times and lettings for weekends and outside these times may be available subject to negotiation with the Headteacher and/or a member of the School Business Team and depend on the availability of a school representative. Hiring charges for these periods may be premium priced.

45. Enquiries for weekend bookings (09:00 – 17:00) will be considered on a case-by-case basis, dependant on staff availability on dates requested.

46. In any event, all lettings will terminate by midnight, and all users having vacated the premises by then, in an orderly and quiet fashion. All vehicles shall also have left the school premises by then.

### **Notice Periods**

47. The Governing Body of John Rankin Schools reserves the right to cancel a hiring agreement, with a notice period of four weeks. Where a cancellation is made by the school, the hirer (whether regular or occasional) will be entitled to a full refund of any pre-paid hire charges. Should the actions of those hiring our facilities be detrimental to the school and its pupils or reputation, the Governing Body of John Rankin Schools reserves the right to cancel the hiring agreement with immediate effect.

### **Lettings Charges**

48. School halls lettings (including toilets) are charged at are £25 for the first hour and then £10 per hour thereafter. All other facilities will be negotiated on a case-by-case basis.

49. Day rates for lettings outside of term time will be negotiated with the hirer on a case-by-case basis.

50. For long-term high-income lettings, the School reserves the right to negotiate a discounted rate with the hirer on a case-by-case basis.
51. For any lettings held straight after school for the sole benefit of John Rankin Schools' pupils the lettings will be charged at a reduced rate of £5 per session. These will be invoiced in line with the procedures set out in this policy.

Appendix 1.1 – JRS Hirer’s Agreement (1/3)



**CONTRACT FOR THE HIRE OF SCHOOL ACCOMMODATION AND EQUIPMENT BY INDIVIDUALS, COMPANIES, ORGANISATIONS, SCHOOL PTA**

CONTRACTS ARE **NOT** ENTERED INTO WITH A CLUB. IF THE PREMISES ARE TO BE HIRED ON BEHALF OF A CLUB, THE CONTRACTING PARTIES SHALL BE THE SCHOOL AND AN INDIVIDUAL OFFICER OF THE CLUB. THE HIRER SHALL BE LIABLE TO THE SCHOOL FOR ALL DEBTS AND LIABILITIES THAT SHALL ARISE UNDER THIS AGREEMENT.

IN CONSIDERATION OF JOHN RANKIN SCHOOLS AGREEING TO HIRE TO ME/US

MY/OUR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

POST CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

THE FOLLOWING ACCOMMODATION (State requirements, rooms, hall, playing field, car park etc.): \_\_\_\_\_

Plus (if applicable) any additional equipment (e.g. school piano, television, shower facilities etc.) as specified here: \_\_\_\_\_

FOR THE PURPOSES OF (fully state the purpose of the hire of the premises): \_\_\_\_\_

ON (insert date(s)): \_\_\_\_\_

FROM (insert times) \_\_\_\_\_ TO \_\_\_\_\_

IN ACCORDANCE WITH THE SCHOOL'S LETTINGS POLICY, CONDITIONS OF HIRE AND SCALE OF CHARGES, I/WE (otherwise referred to herein as the hirer, my/our, myself/ourselves, me/us) HEREBY AGREE:

1. that the School reserves the right to terminate the hire with immediate effect should it be found that any part of the School and/or its equipment has been damaged, stolen or used inappropriately or if as a direct consequence the hire of the premises impacts on the operational function of the School for its primary purpose;
2. to hire and use the accommodation/equipment as detailed above in accordance with the School's lettings policy and conditions and charges which I/we confirm that I/we have seen, read and understood;
3. that the School may, at its discretion, demand full payment of its charges or any part thereof in advance of the hire taking place whether before or during the duration of this agreement whereupon I/we shall pay the school's charges on demand;



## Appendix 1.2 – JRS Hirer’s Agreement (2/3)

4. That I/we have read, understood and agree and shall observe, fulfil and comply with all the Conditions set out below.
- a) I/we agree that all requirements relevant to the hire of the premises will be complied with, including obtaining any necessary license (such as for the sale of alcohol) and that all personnel employed by the hirer or involved in the activity concerned will be informed of these requirements and conditions.
  - b) Three clear working days’ notice is required in order to cancel a booking. If this notice is not given, I/we will be required to and agree to pay the full hire charge.
  - c) VAT may be applicable in certain circumstances and for certain hiring’s. I/we have enquired and established at the time of making the booking whether VAT is payable.
  - d) I/we will ensure that a responsible person will be present on the premises at all times during the full period of the hire.
  - e) I/we accept full responsibility for damage to or theft from the School and Council’s property, over which I/we have control, occurring during the period of hire of the premises.
  - f) Any cleaning undertaken which, in the opinion of the officers of the School, is required because of the hiring and outside the scope of the agreed hire charge, will be charged to me at the appropriate rate.
  - g) The School and West Berkshire Council accept no responsibility whatsoever for any loss of or damage to personal property, howsoever caused, brought into or left in the premises during or as part of the hire of the premises, unless such loss or damage arises as a direct result of the negligence of the School or West Berkshire Council.
  - h) The School and/or West Berkshire Council shall not be liable to the Hirer for any consequential loss.
  - i) If I/we discover any hazard(s) regarding access to the school premises or regarding the equipment to be used, whether before or during the hire of the premises, I/we shall immediately make a representative of the School aware of the hazard(s).
  - j) I/we agree that no equipment will be used without the prior written approval of the Head Teacher or an authorized representative of the School, as the case may be, and that the installation and use of my/our equipment will have been agreed by the Head Teacher or an authorized representative of the School in advance of such use or installation and the use or installation will be carried out by trained and competent personnel.
  - k) I/we agree to familiarise myself/ourselves with the position of telephones, escape routes, fire alarms and firefighting equipment.
  - l) I/we agree to read and ensure that I/we understand any notices regarding the procedures to be followed and action to be taken, in the event of fire and I/we agree to ensure that that such information will be passed on by me/us to anyone using the premises during the period of hire.
  - m) I/we shall indemnify the School and West Berkshire Council against any legal liability for loss, damage, demand or proceedings whatsoever, arising under statute or at common law, for damage to property, which shall include the hired premises, or personal injury to or death of any person, caused during or by circumstances arising from, related to or connected with the hire of the premises except where arising from the negligence of West Berkshire Council, the School or its Governing body.
  - n) I/we agree to effect Third Party/Public Liability Insurance against any legal liability for loss, damage, demand or proceedings whatsoever, arising under statute or at common law, for damage to property, which shall include the hired premises, or personal injury to or death of any person, caused during or by circumstances arising from, related to or connected with the hire of the premises on the following basis:
    - i) accidental bodily injury or disease, including death to third parties and in respect of damage to their property – limit of indemnity not less than £5 million
    - ii) accidental damage howsoever caused, including by fire, to the premises on hire – limit of indemnity not less than £5 million

### EXCLUDED LETTINGS

- Political meetings
- Professional Entertainment promotions



**Appendix 1.3 – JRS Hirer’s Agreement (3/3)**

WITH NAME

SIGNATURE OF HIRER (where hirer is an individual\*\*): \_\_\_\_\_

OR

AUTHORISED SIGNATORY (where hirer is a firm, partnership, company or organisation\*\*):  
WITH NAME \_\_\_\_\_

POSITION: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESSED BY (signature): WITH NAME \_\_\_\_\_

NAME OF WITNESS (block letters): \_\_\_\_\_

ADDRESS OF WITNESS: \_\_\_\_\_

POST CODE: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

[If applicable, the invoice in respect of payment for the hire of the said accommodation/equipment may be forwarded to:  
\_\_\_\_\_  
\_\_\_\_\_]

*\*\* If the hirer is a firm this agreement must be signed by a partner of the firm. If the hirer is a limited company, this agreement must be signed by a director or the secretary of the company. If the hirer is a club or similar organisation, this agreement must be signed by an authorised officer of the club or organisation. This form must be returned to the school at least 7 days before the proposed date of the hire.*

Hiring doc v1 Mar 17 3

**THIRD PARTY USE OF CATERING FACILITIES**

Section A

Permitted and Non-Permitted Areas and Equipment

Name/Address of Catering Facility (service)	
Name/Address of Third-Part	

Non-ISS facilities employees will use the catering facility on the following occasions:

Date	Start Time	Finish Time

The following areas and/or equipment within the Catering Facility will be accessible to the third party:

Area/Equipment	Time From	Time To

The following areas and/or equipment ARE NOT ACCESSIBLE/PERMISSIBLE for use by the third party at any time:

Area/Equipment no accessible/not permissible for use

**THIRD PARTY USE OF CATERING FACILITIES**

**Section B**

**Hygiene and Safety Information**

**Smoking Policy:** Smoking in a kitchen, food preparation room for food store is illegal and is not permitted.

**Cleaning of premises after use:** All areas of the premises must be cleaned and left tidy after use. Exceptions are:

**Removal of Refuse:** All rubbish accumulated during the use of the facilities must be cleared after use. The refuse skip/container is located:  
Broken glass must be placed in a strong cardboard box and clearly labelled 'BROKEN GLASS – HANDLE WITH CARE' this box must be left next to the refuse skip/container.

**Damage to Equipment:** Any equipment damaged by the third party will be repaired at the expense. The following equipment that will be used by the third party has the defects listed:

EQUIPMENT:	DEFECT:

**First-Aid Facilities**

**First-Aid Box is situated at:**

**Trained First Aider can be contacted by:**

**Nearest Accident and Emergency Dept. is:**

**To Contact Emergency Services you need to dial:**

**Fire Evacuation Procedure**

**Fire alarm sounds like:**

**Evacuation route is:**

**To contact Emergency Services you need to dial:**

**Fire assembly point is:**

**Fire extinguisher/blankets are located:**

**Emergency GAS/Electric shut offs are:**

**In the event of a fire and subsequent evacuation, if it is safe to do so, windows and doors should be closed and gas/electricity supply shut off.**

**Appendix 3.3 – Conditions of Use Agreement (3/3)**

**THIRD PARTY USE OF CATERING FACILITIES  
DECLARATION by representative of third party**

I accept and understand the information and conditions listed in parts A and B of this document and will take responsibility for ensuring that the information is communicated to the relevant people and the conditions are complied with.

I agree to indemnify ISS Facility Services Education against any claims, losses, costs, liabilities and expenses relating to, arising directly, or indirectly out of the use of the facilities and any activities carried out thereon by any party during the period of the event.

Signature of Third-Party Representative \_\_\_\_\_

Signature of Site Manager/Line Manager \_\_\_\_\_

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**ALLERGEN CONTAMINATION PREVENTION**

I agree that products containing nuts, or that may contain nuts will not be brought into the kitchen.

Signature of Third-Party Representative \_\_\_\_\_

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_