

# Marjory Kinnon School

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## Lettings Policy

January 2024

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# Marjory Kinnon School – Lettings Policy

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Approved by H&S Committee: January 2024

Approved by Resources Committee: March 2024

## 1. Introduction

The Governing Body is keen to ensure the school building and grounds are available as a community resource and Lettings form part of this.

A “Letting” is defined as any use of the school premises (“Premises”) by a community group or commercial organisation or person on behalf of such groups and organisations (the “Hirer”), regardless of whether there is a Letting Charge.

Lettings will benefit the school by:

- Opening the school up as a community resource.
- Adding value and/or enriching the learning opportunities available at the school.
- Providing additional revenue to support its main educational activities.
- Building new links with outside organisations.

When approving Lettings, it is essential that the overriding aim of the School, which is to provide the best possible education for its pupils in a safe environment, is explicitly taken into consideration and Lettings must not interfere with this primary aim of the school.

## 2. The Letting Process

The Governing Body is responsible for agreeing the Lettings Charges as set out in Appendix 1. They will be reviewed regularly to ensure best value for the school. They will be available on the website ([www.marjorykinnonschool.co.uk](http://www.marjorykinnonschool.co.uk)) or from the school Office.

The Assistant School Business Manager is responsible for the process, management and staffing of Lettings with the Headteacher retaining overall responsibility. The Lettings Process is shown in full in Appendix 2 and described here in brief.

### 2.1 Booking Request

Initial Lettings enquiries can be made to the school via email, phone or the website. If the date is available, a formal application to hire the school premises can be made to the school by the Hirer using the Booking Interest Form (Appendix 3) available on the website or from the school Office.

Lettings requests will be reviewed against the policies and procedures of the school, and in particular those on Safeguarding and Health & Safety, and will only be approved if they conform to those policies and procedures.

The Assistant School Business Manager will resolve any conflicting requests for the use of the premises, with school events taking priority over external bookings.

If the Assistant School Business Manager / Headteacher has any concern about the appropriateness of a particular request for a Letting, they will consult the Chair of the Resource Committee, who has the authority to determine the issue on behalf of the Governing Body. The Governing Body has the right to refuse an application.

## 2.2 Letting Agreement

Once a Booking Request has been approved in principle, notification will be sent to the Hirer confirming the details of the requested Letting along with a copy of the Letting Agreement (Appendix 4) for completion, the Lettings Charges (Appendix 1), Lettings Terms & Conditions (Appendix 5) and copies of the school's Emergency Evacuation Procedure.

The Letting Agreement should be completed, signed and returned to the school with any necessary supporting documentation at least 21 days before the event.

Lettings are regarded as 'booked' when the signed Letting Agreement, all necessary documentation and payment has been received by the school (see Lettings Checklist in Appendix 6) **and** the booking has been confirmed to the Hirer in writing by the school.

## 2.3 Payment

The Hirer will be invoiced for the cost of the Letting.

Payment will be as follows:

- For one-off Lettings, payment in full is required 21 days prior to the booking.
- For regular Lettings, the first month's payment will be required at the time of booking. Thereafter, organisations will be invoiced monthly at the end of the month and payment will be required within 30 days.

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Where Lettings are made within 21 days of the start of the event, full payment is required when the Letting Agreement is signed and returned.

If payment is not made, the organisation will be notified that the Letting has been suspended. The Hirer will then be given one week to make the outstanding payment. If this is not received, the Letting will be terminated.

All Letting fees will be paid into the school's bank account to support the costs of providing the school's main educational activities.

## 2.4 Termination

The Headteacher, or the Chair of the Governing Body, has the power to terminate any Letting agreement relating to the hire of the school premises, in accordance with the Lettings Terms & Conditions and the Letting Agreement.

## 2.5 Review

All Lettings will be reviewed by the Assistant School Business Manager after the event and additional fees for extra cleaning/rubbish clearance/late departure etc. will be charged as appropriate.

## 2.6 Damage/Insurance

The Hirer is required to have appropriate Public Liability and Employer's Liability insurances in place for the Letting and to supply the school with evidence of these.

## 3. Lettings Terms & Conditions

The Lettings Terms & Conditions (Appendix 5) form part of the Letting Agreement (Appendix 4). They specify and clarify the school and the Hirer's rights and responsibilities to ensure the smooth and efficient letting of the school premises.

The Terms & Conditions will be subject to regular review and updated accordingly.

The 'Hirer' will be responsible for adhering to the Terms & Conditions and for the payment of all fees or other sums due in respect of the Letting.

## Appendix 1 – Lettings Charges (from September 2023)

Area	Seated Capacity	Rate Per Hour £ (exc VAT)	Rate Per ½ Day £ (4-hours)	Rate Per Day £ (7-hours)
Hall (& indoor sports hall)	300	60	230	380
Half Hall	150	45	165	275
Class Room	40	35	125	210
Specialist Room (Dance Studio, Life Skills Room)	40	40	145	245
Training Room	40	40	145	245
Dining Hall	80	60	230	380
Food Tech Room	15	45	165	275
Meeting Room	12	30	105	175
Sports Field	-	75	295	485
Playground	-	60	230	380
Multi Use Games Area (for football, netball, etc.)	-	55	210	345

We can also supply the items below. Please contact us for pricing details.

Refreshments/Catering	Chairs and Tables
PA system	Mobile Mic
Stage in the hall (with a ramp if required)	Carpet in the hall (a requirement for some bookings)
Projector and screen	Stage lighting

- The school is available for Lettings from 16.00 - 21.30 Monday to Friday and from 8.30 - 15.30 on Saturdays and Sundays. Lettings can also be made during the school holidays.
- Discounts may be available for community organisations or for regular or block Lettings – please ask the school for details.
- Please contact the school for Lettings after 21.00 as additional charges may apply.
- One-off bookings require a deposit of 2 hours of the room rate (minimum of £100) to be returned after the Letting subject to a reduction for damage or extra cleaning required.
- Additional charges may apply. E.g. for additional cleaning, rubbish removal or where participants exceed 40.
- For a one-off booking, full payment is required 21-days prior to the Letting.

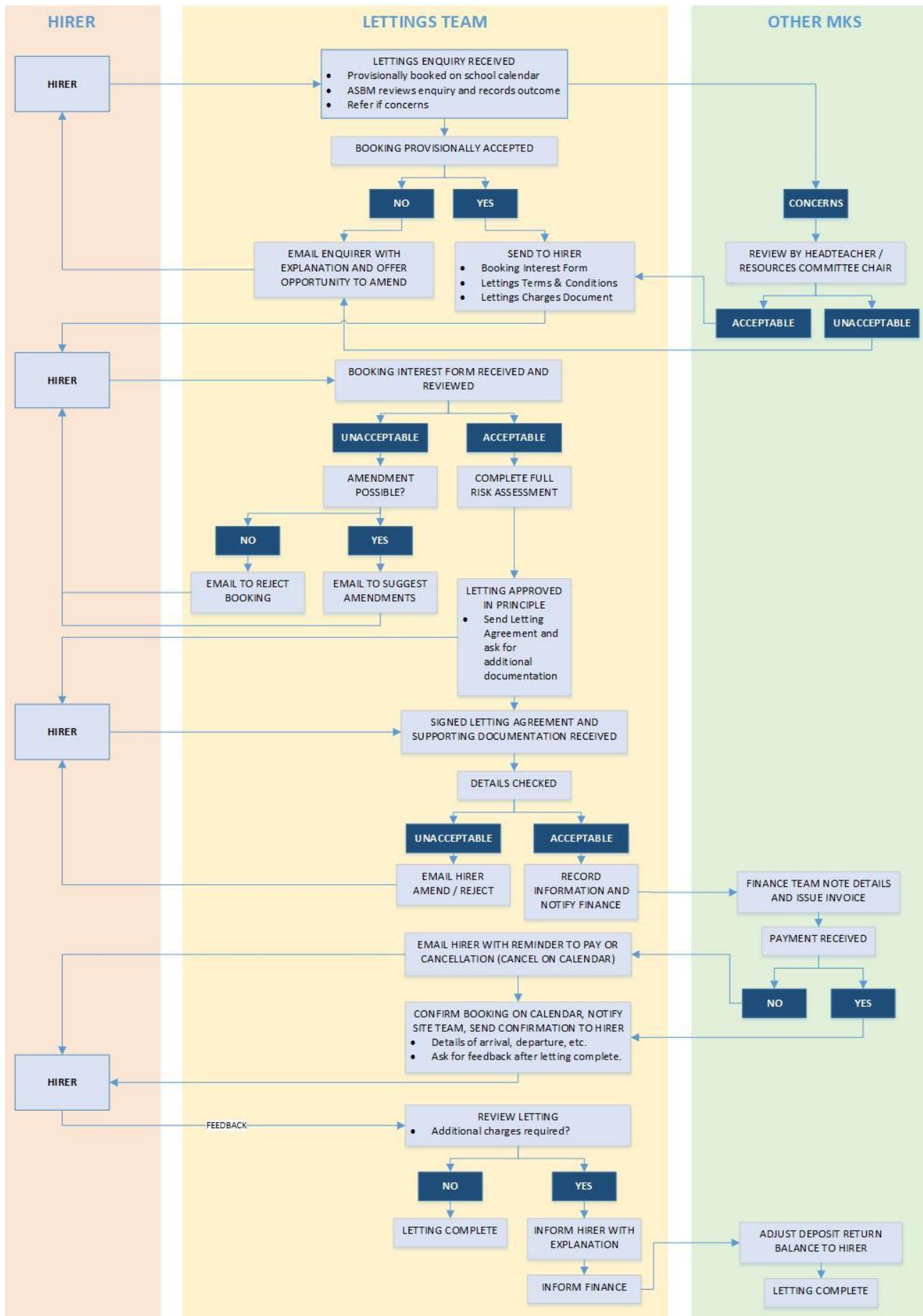
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Please note that Marjory Kinnon is a nut free school.

If you would like to make a booking, visit the school to see our facilities or if you have any questions please email [lettings@marjorykinnon.hounslow.sch.uk](mailto:lettings@marjorykinnon.hounslow.sch.uk)

## Appendix 2 - Lettings Process Diagram





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## Appendix 3 – Booking Interest Form

If you would like to book one of the spaces in the school, please complete this form and return it to:

[lettings@marjorykinnon.hounslow.sch.uk](mailto:lettings@marjorykinnon.hounslow.sch.uk)

Name of group/organisation..... Contact name.....

Address of organisation.....

Email..... Mobile.....

Purpose of letting and summary of activities .....

Number of attendees expected .....

Area Requested	Date(s) Requested	Start Time	Duration	No. of Participants
Hall (for sports and events)				
Half Hall (for sports and events)				
Classroom				
Dance Studio				
Training Room				
Dining Hall				
Food Tech Room				
Meeting Room				
Sports Field				
Playground				
Multi Use Games Area (for football, netball, etc.)				

If you would like additional facilities please let us know below:

Facility	Please give details
Stage in the Hall (with ramp if required)	
Stage lighting	
Carpet on the Hall floor (a requirement for some bookings)	
Chairs (for how many people) and/or tables	
Projector & Screen	
PA system and/or Mobile Mic	
Refreshments / Catering	

- Please supply all dates required (and an annual programme if possible) so we can plan ahead.
- All Hirers must have Public Liability Insurance cover (£5million).
- Hirers must have Employer’s Liability cover (£10million) where employees/volunteers are on the school site.
- Hirers must comply with the safeguarding requirements contained in the latest “Keeping Children Safe in Education” statutory guidance from the Department for Education (DfE) and in the DfE’s “After-school clubs, community activities, and tuition - Safeguarding guidance for providers” document.

Please contact the school Office if you have any questions either on 020 8890 8890 or by email to [lettings@marjorykinnon.hounslow.sch.uk](mailto:lettings@marjorykinnon.hounslow.sch.uk). We will respond to your booking request as soon as we can.

## Appendix 4 – Letting Agreement

Name of group/organisation.....

Address of organisation.....

Email..... Phone.....

Contact name 1..... Mobile.....

Contact name 2..... Mobile.....

### Letting required:

The purpose of the letting is: .....

.....

Date	Room	From	To	Rate

The additional equipment required (please describe here): .....

.....

.....

Please include with this form (where appropriate):

Required	Attached (please describe)
Copies of current Employer's Liability Insurance (£10million) & current Public Liability Insurance (£5million)	
Hirer's Risk Assessment for the Letting	
Hirer's Safeguarding & Child Protection Policy (where appropriate)	
Copies of Licences required for the Letting (Entertainment, Music, Alcohol, etc.)	

## Indemnity statement

I hereby indemnify the school against any claims made against it arising from the use of the Premises during the Letting. In addition, I accept responsibility for any claims the school may have for any damage to its property arising from its use during my Letting.

I maintain a current Public Liability Insurance Policy (at least £5million) and current Employer's Liability Insurance Policy (at least £10million) the details of which are:

Public Liability Insurance Policy Number: \_\_\_\_\_

Expiry Date: \_\_\_\_\_

Name and Address of Insurance Company: \_\_\_\_\_

Employer's Liability Insurance Policy Number: \_\_\_\_\_

Expiry Date: \_\_\_\_\_

Name and Address of Insurance Company: \_\_\_\_\_

## Declaration (Please read before signing)

I have received a copy of the Lettings Terms & Conditions and agree to be bound by them. Any licenses necessary and the Theatres Act 1968 and the Cinematograph Acts 1909 and 1952 have been or will be observed and any requirements of the Licensing Justices, where necessary, have been or will be met. I agree to pay the charges due as required and hereby certify that the premises and grounds will be used only for the purpose stated.

## Safeguarding

I confirm that:

- I have read and understood the MKS Safeguarding & Child Protection Policy; Health & Safety Policy and Keeping Children Safe in Education Part 1.
- I confirm that all staff/volunteers involved in the Letting have read Part 1 of Keeping Children Safe in Education.
- I confirm that safer recruitment processes have been followed in recruiting the staff/volunteers involved in this event and that DBS and right to work checks were satisfactorily completed for all.
- I confirm that all staff and volunteers will present their DBS certificates and photo ID to the school for checking prior to working on the premises.
- I confirm my organisation has appropriate safeguarding & child protection policies in place and that there is a process in place to liaise with the school on safeguarding matters where appropriate.
- I confirm that I have followed government guidelines as outlined in "After-school clubs, community activities, and tuition - Safeguarding guidance for providers", September 2023.

I also confirm that:

- I am over 21 years of age.
- I have read, understood and agree to the Lettings Terms & Conditions.
- I have read and understood [insert other policies and procedures relevant to the booking e.g. Safeguarding & Child Protection, Health & Safety, etc].

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- I have read and understood the school’s Fire Evacuation and Lockdown Procedures and I will brief all my staff/volunteers and participants on them prior to the start of the event/each session.
- I confirm that we will be providing our own first aid cover for the Letting.
- I confirm that I have all necessary licences and permissions required for this Letting.
- I understand that nuts must not be brought onto the school premises.
- I understand that no smoking or vaping is permitted on the premises or within the school boundary at any time and I am responsible for enforcing this during the Letting period.

I understand that the requirements in this agreement are a condition of the use of the premises and that failure to comply with any of these requirements will lead to a termination of this agreement.

**Signature of Hirer** .....

**Name of Hirer** .....

**Address of Hirer** .....

.....

.....

**Date** .....

## Appendix 5 – Lettings Terms & Conditions

### 1. Acceptance of Conditions

The Letting of school premises (“Premises”) is permitted only on the terms and conditions outlined below and these terms and conditions, together with the attached Letting Agreement once signed by the person hiring the Premises (“Hirer”) shall form a legally binding contract between the Hirer and the school.

### 2. Compliance with Conditions

The person, or legal body, or person applying on behalf of the body where the body is not a legal entity, hiring the Premises (“Hirer”) shall be legally responsible for compliance with these terms and conditions.

### 3. Approval of the School

A hire of the Premises (“Letting”) will be subject to the approval of the school, acting either through the Headteacher or an authorised officer. Lettings are usually limited to educational and community groups although applications by individuals will be considered on a case-by-case basis. Lettings will not be made to persons under the age of 21, or to any organisation or group with an unlawful or extremist background.

### 4. Enquiries

Enquiries concerning Lettings should be made to [lettings@marjorykinnon.hounslow.sch.uk](mailto:lettings@marjorykinnon.hounslow.sch.uk)

Accommodation is normally available for hire from 16.00 - 21.30 Monday to Friday and from 8.30 – 15.30 on Saturdays and Sundays. Lettings can also be made during the school holidays.

### 5. Receipt of Application

Requests for Lettings should ideally be made at least 30 days in advance, although the school will endeavour to accommodate requests made closer to the event. In general, reservations will not be accepted for dates more than 12 months ahead.

Where there are conflicting demands for the use of the premises, priority will be given to school events.

## **6. Refusal of Booking Request**

The school may refuse a Booking Request for any part of the school premises without giving a reason. No compensation shall be payable by the school by reason of such a decision.

## **7. Cancellation by the school prior to the Letting**

The school reserves the right to cancel any Letting without notice but whenever it becomes necessary to cancel a Letting, the school will endeavour to provide the Hirer with three weeks' notice. The school will not be liable to the Hirer, its officers, employees or agents for any curtailment of, or disruption to or cancellation of any occasion booked by the Hirer.

The School will not accept responsibility for any loss, or other expenses incurred by the Hirer, in the event of a cancellation by the School of the Letting as a result of circumstances beyond its control, including industrial action by its employees, or others, fuel shortages and failure of electricity/gas/water supply.

## **8. Cancellation by the Hirer**

The Hirer may cancel the booking at any time by contacting the school. If the Letting is cancelled with more than three weeks' notice the full Lettings Charge and deposit are refundable. If a booking is cancelled with one to three weeks' notice, the full Lettings Charge fee minus any deposit will be repaid. If less than one weeks' but more than 24 hours' notice is given, only 50% of the Lettings Charge and the deposit will be repaid. If less than 24 hours' notice is given no refund of the Lettings Charge will be made but some or all of the deposit may be refunded (See paragraph 12 below).

It is the Hirer's responsibility to notify their attendees/others of any changes in date or venue.

## **9. Lettings Charges**

Charges for the Letting of the premises ("Lettings Charges") for the duration of the letting period ("Letting Period") are set out in the Lettings Charges document ("Lettings Charges") which is available on the school website. The Lettings Charges include the cost of fuel, the normal cleaning of the accommodation and light supervision by the Premises staff and Receptionist. A special cleaning charge will be levied for more than 40 participants.

The Hirer will be invoiced for any Additional Lettings Charges:

- a) Arising from excessive extra cleaning time incurred as the result of the Hirer failing to leave the Premises in a reasonable condition.
- b) Rubbish removal.
- c) For the repair of the Premises or equipment damaged by the Hirer.
- d) The Hirer failing to vacate the Premises by the time stipulated in the Letting Agreement.

The Lettings Charges will be reviewed periodically by the school. The school reserves the right to increase the Lettings Charges before the start of any school term and will do so by written notice to the Hirer.

Please note that VAT is not chargeable on most bookings. However, there are some instances where VAT will be charged (e.g. on additional services or where the nature of the letting requires particular space e.g. the Food Tech Room for a cooking class). Please contact us for further details.

## **10. Payment of Lettings Charges**

Where a Letting is for the period of a school term or longer, invoices will be sent monthly.

All other Lettings must make payment in full at least 21 days prior to the Letting.

## **11. Late Payment**

Any invoice issued in respect of Letting Charges or Additional Letting Charges shall be paid in full by the Hirer within 30 days of the date of the respective invoice. Payments which are not received when payable will be considered overdue and remain payable by the Hirer together with interest for late payment from the date payable at the rate of 4% per annum above the base rate for the time until full payment is received. The interest will accrue on a daily basis and be payable on demand.

## **12. Deposit**

The Hirer shall, if so demanded, pay at the time of booking a refundable deposit to be held by the school against:

- a) Costs unavoidably incurred as a result of insufficient notice of cancellation of the Letting by the Hirer.
- b) Any damage caused as a result of the Letting.

- c) Additional cleaning required as a result of the premises not being left in a reasonable condition.
- d) Rubbish removal.
- e) Late vacation of the premises at the end of the Letting.
- f) Alterations to the original Letting which attract additional charges including but not limited to additional space and additional time required

The deposit will be refundable after the Letting period but, in the event of the school incurring costs under sub-paragraphs 12a), 12b), 12c), 12d), 12e) or 12f) above, the proportion of the sum to be retained will be for the school to decide and its decision will be final.

### **13. Liability**

The school shall not be liable for any accident or injury, or damage to or theft of property, that may occur to, or be sustained by, persons using the premises before, during or after the Letting period, provided always that no provision of this paragraph 29 shall be construed as limiting the liability of the school for death or personal injury caused by negligence. In the event of any accident or injury, the Hirer must notify the Headteacher on the following working day.

The school shall not be liable to the Hirer, its officers, employees or agents for any direct or indirect loss or damage suffered by the Hirer as a direct or indirect result of the performance of the Letting Agreement being prevented, hindered or delayed by reason of any act of God, riot, strike or lockout, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, electrical or power or water supply failures or other circumstances whatsoever outside its control and which affect access to or use of the premises, including, without limitation, any loss of business or profit however arising (including in negligence) in respect of the Letting (including where the Letting is cancelled or terminated).

### **14. Insurance and indemnity**

The Hirer must have their own insurances for the duration of the Letting. A copy of the Insurance Certificates must be enclosed when sending the completed Letting Agreement to the school and on renewal. This insurance must be sufficient to give adequate Public Liability cover (£5million) and include protection against any action that the school or its property insurers may take in respect of any damage done to the building and/or contents by the Hirer or anyone they cause to be on the premises.



Where the Hirer is an employer they must maintain current Employer's Liability insurance of at least £10million and a copy of the certificate must be sent to the School with the Letting Agreement and on renewal.

The Hirer shall keep the school indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value or loss of amenity of the premises) arising during the use of the premises by the Hirer or from any breach of any of the Lettings Terms and Conditions by the Hirer, or any act or omission of the Hirer, or any other person on the premises with the actual or implied authority of the Hirer, except where such loss, damage, costs and expenses are directly attributable to the negligence of the school, and the Hirer must complete and sign the Indemnity section of the Letting Agreement.

## **15. Statutory Requirements**

All statutory requirements, including those relating to Health and Safety, Safeguarding and Public Entertainments, must be fulfilled by the Hirer. Failure to comply with the guidelines set out in "After-school clubs, community activities, and tuition - Safeguarding guidance for providers", September 2023 will lead to a termination of this agreement.

The Hirer must have arrangements in place for liaising with the school on all safeguarding and child protection matters.

Hirers providing food and/or refreshments for their participants must provide a valid Food Hygiene Certificate to the school.

The Hirer must not do or permit any act, matter or thing which would, or might, constitute an illegal or immoral activity on the premises.

## **16. Licences, Copyright and Permissions**

The Hirer is responsible for obtaining any public licences and permissions necessary in connection with the Letting and should submit copies of these to the school with the Letting Agreement.

The Hirer is reminded that it is illegal to photocopy music or plays without the express permission in writing of the copyright holder except in certain circumstances.

## 17. Restrictions on Use

The Hirer shall not:

- a) Sub-let the premises, underlet or share possession with any other parties.
- b) Make a public announcement of any activity or function until the booking has been confirmed in writing by the school.
- c) Use the premises for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the school or any other occupiers within the building or any owner or occupier of neighbouring property.
- d) Permit any nuts to be brought onto the school Premises.
- e) Use the school kitchens except with the express consent of the school and may incur an additional fee to cover the attendance of a representative of any contractor and/or additional cleaning.
- f) Make any alterations or addition to the premises, nor affix any items to the premises and no interference is to be made with school property/equipment or other parts of the building which do not form part of this hire agreement.
- g) Use any apparatus such as stage fittings, pianos, screens etc. without prior written permission.
- h) Permit illegal drugs to be brought onto or consumed on the premises.
- i) Permit alcohol to be sold, served or consumed at any Letting without the prior written consent of the school. Permission will be granted only in exceptional circumstances. The Hirer must apply in writing at the time of applying for the use of the premises. If permission is granted for alcohol to be served it will be the responsibility of the Hirer to obtain an occasional licence and a copy of such licence must be provided to the school prior to the commencement of the Letting.
- j) Allow betting, gaming or gambling on the premises, other than Bingo, without the written permission of the school and the relevant licence from the Licensing Authority.
- k) Allow flammable or dangerous items nor any article producing an offensive smell to be brought onto the premises, including fireworks, confetti or gas.
- l) Allow smoking or vaping on the premises at any time.
- m) Allow the consumption of food or drink on the premises without the express permission of the school in line with current food and hygiene regulations.
- n) Permit liquids to be carried around the school in receptacles without a fixed watertight lid to avoid spillages.
- o) Allow any animals other than guide dogs for the blind or other assistance dogs on the premises.
- p) Apply any substance to the floors.

- q) Allow stud boots or high heels to be worn in the hall or dance studio.
- r) Allow dirty or muddy footwear in the building. Where outside spaces are used, the Hirer must ensure that all footwear is cleaned before re-entering the building.

## **18. Hirer's Property and Storage**

Furniture and equipment required for the Letting may be brought onto the premises at the Hirer's own risk. Electrical equipment must be PAT tested and certificates provided on request.

Storage is not normally possible but may be available on request. Permission to leave equipment on any part of the premises must be obtained in writing from the school in advance and a complete list of equipment must be provided. Where the school has permitted a Hirer to leave equipment on the premises they do so at their own risk and the school will have no responsibility for any damage to, or theft of, the equipment. All storage of equipment must comply with the school's Health & Safety Policy and other requirements.

## **19. Attendance, Behaviour and Car Parking**

The Hirer shall ensure that the premises is solely used for purpose outlined in the Letting Agreement and shall not be used for any other purpose.

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made. The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the hire and until the premises are vacated. In particular, the Hirer shall ensure that noise levels do not interfere with other activities on the premises nor cause inconvenience for occupiers of nearby property.

Cars shall not be parked so as to cause obstruction at the entrance to or exits from the school. In particular the Hirer must ensure that access to the school by emergency vehicles is not obstructed or delayed.

In particular, attendees at events are requested to park on the premises and not on the road outside. In addition, users of the school's facilities should avoid undue noise on arrival and departure. The Hirer is responsible for ensuring that this is the case and that our neighbours are not unduly inconvenienced.

## **20. The Hirer's responsibility to Attendees**

20.1 The Hirer should, as far as possible, have an accurate list of those present for emergency evacuation purposes.

20.2 The Hirer must comply with all laws relating to the premises and the occupation and use of the premises by the Hirer, including but not limited to Health & Safety legislation, and shall make all necessary arrangements to reasonably ensure the health, safety and welfare of attendees at the premises.

20.3 The Hirer must make their own First Aid arrangements, such as the provision of a First Aid Kit, and the provision of First Aid training for all Lettings, and particularly for Lettings involving sports. There is no legal requirement for the school to provide first aid facilities and use of the school's resources may not be available. The school has a defibrillator in the Main Reception area.

20.4 Hirers providing services to children must have policies and procedures in place to ensure children's safety. Hirer Risk Assessments, Safeguarding & Child Protection Policies and DBS certificates and Photo ID must be supplied to the school upon request prior to any staff or volunteers working on the premises.

20.5 At all Lettings the Hirer must ensure that a sufficient number of adults are stationed to prevent more people 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 & Young Person's Act 1933.

20.6 It is the Hirer's responsibility to ensure that all those attending are made aware of the fact they do so in all respects at their own risk including whilst parking and in the car park and on the access road. The school does not accept any liability for any loss, theft or damage to property brought onto the premises by or on behalf of the Hirer or damages to vehicles parked in any car park provided or injury to any person however caused.

## 21. Public Safety

The Hirer shall ensure that nothing is done which will endanger other users of the building, or invalidate the policies of insurance relating to it and its contents.

In particular:

- a) Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be available for free public access and exit at all times.
- b) Fire-fighting apparatus shall be kept in its proper place and only used for its intended purpose.
- c) The Fire Brigade shall be called to any outbreak of fire, however, small, and details of the occurrence shall be sent to the Headteacher.
- d) The Hirer is responsible for familiarising themselves with the procedure for evacuating of the premises, escape routes and assembly points, and shall be familiar with the fire-fighting equipment available.
- e) Performances involving danger to the public shall not be permitted.
- f) Inflammable substances shall not be brought into, or used, in any part of the premises.
- g) No internal decorations of a combustible nature (e.g. polystyrene, cotton, hay etc.) shall be erected without the consent of the Governing Body.
- h) No unauthorised heating devices shall be used on the premises.
- i) All electrical equipment brought on the premises shall be subject to regular PAT testing and certification provided in evidence. The intention to use electrical equipment must be stated on the Letting Agreement. The Governing Body disclaim all responsibility for all claims and costs arising out of or in any way relating to such equipment.
- j) Adequate supervision must be provided at all times to maintain good order and conduct and, where applicable, the Hirer must adhere to the correct adult/child ratios at all times when these are specified for particular activities, e.g. by national governing bodies of sports, Girl Guides, etc.
- k) The Hirer will immediately inform the school of any emergency, accident or serious incident that occurs during the hire period by telephoning the school emergency contact. The Hirer will be responsible for reporting any accident to the Health & Safety Executive.

## **22. Right of Access & Site Management**

The school reserves for itself and its employees and agents the right of access to the premises during the Letting.

Site Management Staff are instructed by the school to ensure that these Terms and Conditions are fully complied with. All reasonable instructions given by any of the Site Management Staff on duty must therefore be followed. The Hirer must report to the Site Management Staff on arrival and as they depart.

Any incidents or accidents must be reported to Site Management Staff prior to leaving the premises.

Any damage or water leaks are to be reported immediately to the Site Management Team.

## **23. Conclusion of the Letting**

The Hirer shall, at the end of the Letting Period, leave the premises in a clean and tidy condition, and return all equipment to the correct place of storage.

Access to the designated shower/toilet facilities is included as part of the Letting arrangements. Toilet and shower facilities should be left in an appropriate state as at the beginning of the Letting.

The Hirer must comply with the school's arrangements for rubbish disposal. Any rubbish or recycling created as a result of the Letting must be cleared by the Hirer, transported to the bin area and placed in the correct bin. An Additional Lettings Charge will be made if this is not done.

The Hirer shall ensure that the premises are vacated promptly at the end of the Letting Period. An additional charge will be payable if the premises are not vacated on time. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult and have left the premises.

The Hirer must inform the Site Management Staff of any fault, damage or other problems with the premises encountered during the Letting prior to leaving the premises and also in writing to [lettings@marjorykinnon.hounslow.sch.uk](mailto:lettings@marjorykinnon.hounslow.sch.uk) the following working day.

After each Letting the premises and the facilities will be inspected. Where they have not been left in an appropriate condition an Additional Lettings Charge will be applied and invoiced to the Hirer.

## **24. Termination**

Where the Hirer breaches any of its obligations hereunder, the school may terminate the Letting immediately without notice and any paid Letting Charges will be forfeit and any Letting Charges due to the school will become immediately payable in full.

## **25. Changes to Terms and Conditions**

The Hirer shall comply with new/revised rules and regulations which the school may make either temporarily or permanently. This will include Covid restrictions, wearing masks and socially distancing.

## **26. Notices**

Any notice given under this contract shall, without prejudice to any other method of giving it, be sufficiently given if it is emailed to the Hirer at the email address given in the Lettings Agreement.

## **27. Assignment**

No right or obligation under this Contract shall be assigned by the Hirer.

## **28. Waiver**

No delay or failure of the school in enforcing against the Hirer any term or condition of this Contract shall be deemed to be a waiver of any right of the school under this Contract.

## **29. Legal Construction**

29.1 The parties have read and understand this Contract and agree that it constitutes the complete and exclusive statement of the agreement between them with respect to the subject matter hereof which supersedes all proposal, representation, understandings and proper agreements, whether oral or written, and all other communications between them relating thereto.

29.2 Paragraph headings are inserted for the convenience of reference only and shall not affect the interpretation of this Contract.

29.3 If the scope of any of the provision of this Contract is too broad in any respect to permit enforcement to its full extent, then the parties agree that such provision shall be enforced to the maximum extent permitted by law and that such provision shall be deemed to be varied accordingly.

## **30. Rights of Third Parties**

The Contract does not create or infer any rights under the Contracts (Rights of Third Parties) Act 1999 enforceable by any person who is not a party to this Contract.

## **31. Jurisdiction and Law**

This Contract shall be governed and constructed in accordance with the law of England and Wales and the parties shall submit to the exclusive jurisdiction of the English Courts.



# Marjory Kinnon School – Lettings Policy

## Appendix 6 – Lettings Checklist

(For completion by Marjory Kinnon School for each Letting)

**Organisation Letting the Premises:** .....

**Dates/times requested:** .....

**Spaces/additional services requested:** .....

**Contact details:** .....

Name:	Phone:	Email:	Car reg:

Action/Item	Yes / No / N/A
Booking enquiry received & booked provisionally on school calendar	
Booking reviewed and Stage 1 Lettings Assessment completed & recorded. Practicalities checked (stage, floor, staffing etc.)	
Headteacher/Chair of Resources Committee asked for review if concerns	
Enquirer contacted if unacceptable and offered opportunity to resubmit enquiry	
If Enquiry is acceptable, enquirer contacted and advised to complete Booking Interest Form, and send Letting Charges and Lettings Terms and Conditions documents	
Booking Interest Form returned and reviewed	
Stage 2 Lettings Assessment completed and recorded	
Site staff and receptionist provisionally booked	
Full Risk Assessment completed & recorded	
Determine price for Letting and any conditions which are to be imposed	
Notify Enquirer that Letting requires amendments	
Letting rejected – send reply	
If Letting approved in principle, Letting Agreement (with pre-filled information including total price) sent with: <ul style="list-style-type: none"> <li>• Additional information – i.e. relevant school policies and procedures.</li> <li>• Notification of conditions which are being imposed: add no food/drink in Hall if carpet down.</li> <li>• Request for other information: insurances, policies, DBS, RAs, etc.</li> </ul>	
Signed Letting Agreement and supporting documentation received. Check details & refer back for additional information where appropriate. Insurance, permissions, certificates, hirer policies and risk assessments received and checked and expiry dates noted for review (including DBS)	
Confirm staffing required (site team, ICT support, receptionist, refreshments etc.)	
Finance Team informed of Letting details	
Deposit and/or Full Payment requested. Invoice sent (for regular bookings)	
Deposit received and Lettings team notified	
Full payment received and Lettings team notified	

# Marjory Kinnon School – Lettings Policy

If payments not received, contact Hirer requesting full payment within 5 working days	
Letting confirmed on school calendar once expected payments received	
Site team notified of requirements for the Letting on Every giving name of Hirer and date due. Also requesting a visual check by the site team prior to the letting (for proof of damage etc.)	
Letting formally confirmed to Hirer and notified of arrival and departure practicalities	
Hirer arrives on site and given safety briefing by site team/receptionist. Include radio on reception area. They must have a list of actual attendees for emergency evacuation purposes	
Letting period	
Dynamic Risk Assessment if necessary during the letting	
Letting review date (charges etc.) for regular Lettings	
Letting reviewed: <ul style="list-style-type: none"> <li>• By site team &amp; photos/videos taken as necessary. Additional Charges levied where appropriate and issues fed back into Policy, documents and process</li> <li>• By Hirer – feedback incorporated into Lettings process</li> </ul>	
Additional Charges received	
Letting completed and recorded. File moved to Lettings Archive - no further action required	