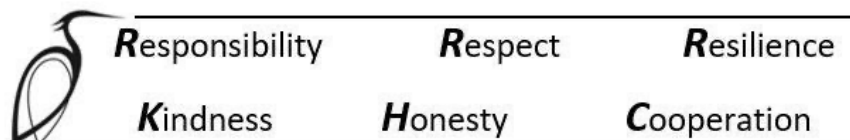


Charging and Lettings Policy

Date written	Authorised by	Review Date
Spring 2024	Governors	Summer 2026





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1 Introduction

The Governing Body recognises the role of the school within the community and welcomes the use of the School’s premises for a variety of community and leisure purposes. The use of the school premises is under the control of the Governing Body.

2 Principles underpinning the rental of our school buildings and grounds

The Governing Body of Heronsgate Primary School will let its buildings/grounds in accordance with the following principles:

- The letting must not impinge on school activities
- To generate income that will enhance the education of pupils attending Heronsgate Primary School
- The income raised must exceed all costs
- The school requires lessees to comply with health and safety rules including maximum numbers, no smoking, and will specify requirements for availability of alcohol on the premises
- The school will pay regard to the public image of the school in assessing applicant lessees
- Lettings will be promoted that establish the school as a resource and a ‘hub’ of the community supporting community cohesion



3 Categories of Lettings

The use of the school premises is divided into the following categories:

- a) Community and Leisure Learning (e.g. adult education)
- b) One off community access/group on behalf of the school (e.g. PTA) are not subject to the charging elements of this policy
- c) Commercial

These lettings can be on a one-off basis or continuous over a number of weeks or terms. Lettings will be reviewed annually.

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 Availability of Premises

Designated areas within both school sites are available for hire (unless required by the school) via the School Hire website: [Thamesmead- SE28 0EA](#) and [Royal Arsenal- SE18 7LJ](#).

Both sites are close to public transport, in particular the newly opened Elizabeth Line in Woolwich.

5 Charges

The Governing Body reserves the right to make a charge for the use of the school premises. The charge will vary according to the category of the letting. All charges can be found on the School Hire website

6 Application Procedures

Bookings should be made via the School Hire website: [Thamesmead- SE28 0EA](#) and [Royal Arsenal- SE18 7LJ](#).

The Governing Body delegate decision making to the School Business Manager.

All applications will be considered on their merits with due consideration to the Equality Act 2010 and DFE Safeguarding Legislation. The decision to permit a letting will take into consideration the suitability of the activity, availability of the space and likelihood of damage or nuisance. The Governing Body reserves the right to:

1. refuse applications without giving a reason
2. have a representative present at any function
3. terminate any activity not properly conducted

The booking acceptance will be confirmed by the School Business Manager.

A copy of the Booking Terms and Conditions will be signed by the Hirer before a letting can commence (Appendix B).

Letting fees are reviewed annually by the Governing Body. When the letting has been confirmed, payment must be made to the school in advance via the School Hire Website. In the case of a regular or block booking, a payment will be set up with payments collected monthly in advance.



7 Conditions of Use

The hirer is subject to conditions of use as shown in Appendix A. The person signing the terms and conditions will be held responsible for ensuring that the conditions are adhered to. The Governing Body have the right to vary these terms and conditions at any time.

School premises will not be let for political use. The only exception to this is the use of the school premises as a polling station.

The school premises will not be available to let for parties or weddings.

School premises will not be let to any individual, group or organisation that does not subscribe and adhere to the school's statement on equal opportunities.

Any members of school staff or governors having connection with a letting must formally declare this. Declarations should be formally minuted at the appropriate meeting (usually governing body meeting).

School site staff will be responsible for opening and closing the school unless alternative arrangements have been agreed with the School Business Manager.

8 Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

It is the responsibility of the hirers to ensure that appropriate safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during school hours, or when pupils 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.

The hirer may be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact a school Designated Safeguarding Lead or deputy as soon as reasonably practicable.

9 Licences

There are a variety of licences that may be required for different types of function. The onus is on the Hirer to ensure which are necessary, and must produce documentary evidence before the letting takes place. The Hirer will indemnify the school and LA against any action brought about by failure to obtain the necessary licence(s).

The following categories of letting require a licence:

- Theatre licence
- Copyright/Royalty licence
- Cinematography licence
- Music, Singing and Dancing



10 Insurances

The Hirer will be entirely responsible for the proper use of facilities and must take all reasonable precautions to ensure that there is no damage to the fabric of the building, furniture and fittings or any school equipment. Where damage occurs, a fee will be incurred to cover the cost of damage caused.

The Governing Body will accept no responsibility for any loss of or damage to any property owned by any person using the premises during the period of the letting. Property brought onto the premises will be at the risk of the owner.

i) The Hirer shall indemnify the school and Local Authority when making the booking against any claim for bodily injury or loss of damage to property (real or personal) whether belonging to the school, LA or to any other person if the said loss, damage or injury is either caused by the negligence of the user or by the negligence of any other person using the premises hired with the permission of the Hirer.

ii) The effect of i) is that the Hirer will be liable to indemnify the school and / or LA for any damage which is caused when the premises are being used for a function for which they are let. However, it is only operative if the damage etc. is caused by the negligence of the user or any other person using the premises with the Hirer's permission. All hirers must be covered by public liability insurance with a minimum cover of 5,000,000.

11 Documents

Documents to be made available to the hirer via the School Hire website:

- Lettings Policy including: Conditions of use and Terms & Conditions of Lettings
- School policies for Health & Safety, equal opportunities and fire evacuation procedure

Documents to be made available to the school by the hirer:

- Copy of public liability insurance certificate
- DBS certificates (if requested)
- Completed Risk Assessments (if required)

12 Cancellations

- By the School: If the school finds it necessary to cancel a booking, as much notice as possible will be given, generally not less than 24 hours and, where possible, alternative accommodation will be offered. If this is not possible, a refund will be made. The LA and the school will accept no liability in respect of commitments incurred by the Hirer due to such cancellations. If any of the requirements of the booking are breached the school will cancel the booking and no refund will be provided.
- By the Hirer: Cancellations should be made via the School Hire Website, a late cancellation fee may be payable.



13 Fire Evacuation Procedure

The school's Fire Evacuation Procedure must be read and understood as part of the lettings contract by the Hirer.

14 Complaints

If the hirer has a complaint the schools standard complaints policy and process will apply.

If the school has a complaint about the hirer, in the first instance the School Business Manager will raise this with the hirer/named person. If the complaint is not resolved it will be escalated to the governing body to decide on the appropriate action for the school to take.

15 Review

This policy will be reviewed every 2 years.



Appendix A: Conditions of Use

The school or part of the school, when hired will always be left in the care of a named responsible person nominated by the hirer. The named responsible person must understand and undertake to abide by the following conditions:

Before the Letting

- Application to be made via School Hire and letting agreed by school
- Letting fee to be paid
- Fire Evacuation Procedures must be understood and signed
- Risk assessments (if required) to be completed by hirer and checked by school
- Copy of public liability insurance certificate sent to the school
- Copy of DBS certificates sent to school (if requested)
- Tour of facilities and pre-letting discussion to take place

On Arrival

- To only enter and exit the school through the designated route specified
- To only access the areas specified on the booking form and school plan
- To ensure that emergency doors and escape routes are clear and unobstructed
- After entry to check that the areas are safe – free from slip or trip hazards, fire doors unobstructed, equipment in good working order e.g. no frayed leads
- To only bring onto the site electrical equipment that has been Portable Appliance Tested during the last 12 months
- To instruct all persons in the fire evacuation procedure as follows:

The person discovering the fire will operate the nearest fire alarm

On hearing the fire alarm, walk calmly through an emergency exit

Assemble in the KS2 playground

Do not stop to collect your belongings

Close all doors as you leave the building

Phone the emergency services

Phone the emergency contact number 07725 042035

Do not depart until the emergency services have arrived

During the Letting

- To be responsible for administering your own first aid
- To ensure a fully charged mobile phone is on site for the duration of the letting to summon help in the event of an emergency and that you know how to raise the alarm in the case of fire, police or ambulance emergency services being needed
- The school details are: Heronsgate Primary School, Whinchat Road, Thamesmead, London SE28 OEA; Heronsgate Primary School, Burrage Grove, London, SE18 7LJ
- To ensure all persons on the school premises behave properly at all times
- To ensure all persons on the school premises abide by licensing requirements



- To ensure that they have followed appropriate safeguarding processes for activities/employment of staff
- To only use the equipment specified upon booking. The named person is wholly responsible for any damage to school equipment
- To ensure that all persons abide by the no smoking and no vaping policies that covers all buildings and grounds
- To ensure noise levels are kept to a reasonable level so as not to disturb the neighbours

Before Leaving

- To ensure the premises are left in a clean and proper state
- To ensure equipment is left in its original position
- To check all windows and doors are shut
- To ensure lights are turned off
- To ensure the premises (including all vehicles) are vacated at the agreed time
- To ensure all rubbish is placed in the rubbish bins provided
- Remove all food and beverages that have been brought onto the premises

After the Letting

- To inform the school the following working day of any hazards, accidents or maintenance issues
- To report any damages to the school the next working day
- Any complaints relating to the hire should be made in writing to sao@heronsgate.greenwich.sch.uk



Appendix B: 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.

1. "Hirer" means the person or entity identified in the booking request.
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 booking.
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.
9. The hirer 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 before the start date of the licence.
10. 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.
11. 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
12. 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 licence.
13. Any cancellations by the school will be refunded if alternative accommodation cannot be found. The LA and the school will accept no liability in respect of commitments incurred by the Hirer due to such cancellations. If any of the requirements of the booking are breached the school will cancel the booking and no refund will be provided.
14. Any cancellations by the hirer may incur a late cancellation fee.
15. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.



16. 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.
17. The hirer is responsible for ensuring any equipment used during the letting is clean by wiping surfaces with the appropriate cleaner. This includes school equipment and any equipment brought in by the hirer.
18. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
19. 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.
20. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
21. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third-party intellectual property.
22. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
23. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
24. 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.
25. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
26. 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 licence.

Signed:

Client Signature: _____

Print Name: _____

Role: _____

Date: _____