



Hermitage

Lettings Policy 2020-2022

Purpose

The purpose of this policy is to ensure that the most effective use is made of the school premises. We believe that our school should be a centre for lifelong learning. We recognise that the premises could generate resources for the School. This policy sets out the criteria for making decisions on requests for use by external organisations.

Relationship to other policies

This policy should be read in conjunction with the following documents: The Equality Information and Objectives Policy, The Health and Safety Policy, The Complaints Procedure and The Terms & Conditions of Hire Form.

Arrangements for monitoring and evaluation

The Finance and Facilities Committee of the Governing Body will receive reports from the Lettings Manager on a termly 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 Headteacher will be noted, together with the action taken and the outcome. The committee will consider whether the additional use of the school premises is achieving the purposes set out at the start of this policy.

Relevant Laws, Protocols and Practice

The Governing body have authority to hire their premises and set a scale of their own charges for lettings. Any surplus from these lettings accrues directly to the School. The school premises should not be let at a financial loss and delegated budgets must not be used to subsidise non-school activities.

The education of pupils is the prime purpose of our school, and any lettings of the premises to outside organisations will be considered with this in mind.

Our lettings policy operates within the framework of the London Borough of Hillingdon Equal Opportunities Policy. All current equality and anti-discrimination legislation applies throughout this policy and will be adhered to at all stages of our lettings procedures.

Having regard to our duty under the Race Relations Act 1976 (but without prejudice to our duties under the Representation of the Peoples Act 1983) the Governing Body will not let the school premises to organisations whose purpose is, amongst other things to encourage racial discrimination and/or dis-harmony between persons of different racial groups, or are otherwise involved in activities prejudicial to good race relations.

In deciding whether or not to let our premises the Governing Body will also have regard to the likelihood of any damage being caused to the premises, or neighbouring premises and any nuisance that may arise as a result of accepting the letting.

We will consider letting to any community group / individual able to comply fully with the accompanying Terms and Conditions document attached to this policy. These terms and conditions are to be provided to all applicants will be given with all application forms.

The final decision on compliance lies with the Headteacher acting on behalf of the Governing Body.

The Governing Body reserves the right to:

- refuse applications without giving a reason
- have a representative present at any function
- terminate any activity not in accordance with the Terms & Conditions attached to this policy.

Signed: _____ Headteacher

Signed: _____ Chair of Governors

Date: _____ (REVIEW DATE Mar 22)

Appendix 1 – Use of the Premises

The Hirer/organisation shall only use the premises for the purpose stated and shall have a designated person in charge at all times. This person must make themselves known to the site manager on duty upon arrival at the school.

Premises must be completely vacated and left clean and tidy by the finishing time of the proposed letting.

The Hirer shall not unreasonably offend neighbouring residents by parking cars in the vicinity and agrees that, upon request by the site manager, shall arrange for offending cars to be moved.

In the event that the site manager has to do additional cleaning this will be charged at the rate indicated in the scale of charges document.

The School reserves the right to charge and additional levy if school equipment or facilities need to be repaired or replaced due to damage caused by the Hirer.

The Hirer will be given a full set of the accompanying terms and conditions at the time of applying to let the school premises.

Applying for use of premises

The initial lettings enquiry is passed onto the Manager to confirm that the letting is appropriate. The prospective Hirers will be given an application form, conditions of hire, guidance price list and entertainment licence guideline (if appropriate).

Single Let: A letting confirmation form requesting a minimum deposit of £25 or 10% of the full amount (whichever is greater) will be issued. Approximately one month before the date of the letting a final invoice will be sent together with an acceptance advice form to complete and return.

Block Letting: An invoice together with an Acceptance Advice Form is sent requesting a refundable indemnity invoice of £100.00 which will be retained until the Hirer is no longer a customer. Further invoices are sent at appropriate intervals (monthly/termly) listing dates of the block letting. Payment terms are monthly in advance.

By signing the acceptance form, the person signing is acknowledging and agreeing to adhere to all terms and conditions for the use of school premises.

Any requests for amendments to the letting must take place at least 14 days prior to the date of the Let. The Hirer must not assume that the amendment will automatically be agreed. Confirmation of any amendments will be sent to the Hirer in writing. An additional administration charge of £10.00 will be payable.

Receipts\Remittances are issued for all lettings. A copy of the receipt is kept by the School.

The School Bursar on completion of the Let, will advise of any additional costs or credit required. On completion of the Let (including the issue of any credits or additional invoices) any indemnity deposit charged is refunded.

Cancellation

To cancel any letting, please email Russell Grant, School Bursar, at finance@hermitageprimary.org.uk with at least six weeks' notice should be given in writing to the School. Cancellations made after this date will be charged at a rate of 50% of the full letting charge. If a cancellation is made within 48 hours of the planned Let, the Hirer may, at the discretion of the School, be liable for the full cost of that Let. In the case of a late cancellation of a block letting, the charge will be levied on the relevant sessions only and not the entirety of the block letting.

The School reserves the right to cancel any letting at any time, in the event of the School requiring the premises for school purposes or for any other reason which is considered necessary by the School. This may be at short notice.

The School may also cancel any letting with immediate effect if the Hirer is found to have breached any of the accompanying terms and conditions."

Payment Procedures

Payment for premises is to be paid in full at least fourteen working days prior to the Let taking place. Failure to pay the invoice and returnable deposit will result in the application for the Let becoming void.

An indemnity deposit of £250 for single lettings and £100 for block lettings will be levied and will be returnable after the Let provided that there is no damage and there is no necessity for additional cleaning. In the event of either damage, or additional cleaning, an invoice will be raised and the amount taken from the indemnity deposit. The balance of the deposit will be refunded to the Hirer by cheque or in the event of neither the amount of the indemnity will be refunded in full.

Public Liability Insurance

Hirers may have an option to purchase public liability insurance from the LA which will cover against third party claims for personal injury and damage to property. This will be charged at 7.35% net. If a Hirer wishes to have his/her own insurance it must be for a minimum of £5,000,000 and must also cover for damage. A copy of the policy must be supplied which will be held in the school office together with the invoice and any other documentation

Appendix 2 – Terms & Conditions of Hire (for use of School Premises) Reviewed Jan 2020

These terms and conditions, together with the form of application to hire specified parts of the school premises, shall constitute the contract between the School and the Hirer(s)

Definitions:

`Hirer' means the individual, group, organisation or association willingly entering into a contract for the use of a specific school facility in return for consideration `The School' means Hermitage Primary School, Belmont Road, Uxbridge, UB8 1RB. `Let' is the period during which the premises is rented.

Application

1. Application for hire must be made on the application form provided which will form the basis of a licence to use Hermitage Primary School premises.
2. If an organisation is hiring the premises both the organisation itself and its members are jointly and severally liable under this agreement.
3. The Hirer must ensure that everybody making use of the premises complies with the conditions of use.
4. This agreement is personal to the Hirer and may not be assigned to any third party.
5. The number of persons using any hired property/premises shall not exceed the number advised by the Hirer and authorised by the School.

Notice and Termination

1. There will be at least six weeks' notice, in writing to the School, for any cancellation of a letting made by a Hirer. Cancellations made after this date will be charged at half the letting fee. Cancellations received within 48 hours of the letting may incur the full fee.
2. The School reserves the right to cancel any licence at any time in the event of the School requiring any hire property for school purposes or for any other reason which is considered necessary by the School. This may be at short notice.
3. In the event of a breach of these terms and conditions by the Hirer, the School may terminate the Let with immediate effect.

Payments

1. A 10% deposit (£25 minimum) should be paid at time of booking to secure the Let.
2. Charges will normally be calculated on half hourly periods. Any Hirer who does not vacate the premises at the agreed time will be charged for the additional letting time.

3. Unless otherwise stated, full payment must be received 10 working days in advance of the Let. The Let will not be allowed to take place unless full payment has been received in advance of the Let.
4. Cancellation, postponement or alteration of the Let, or in the case of a block letting, cancellation, postponement or alteration of one session of the block letting, should, where possible, be advised to the School in writing not later than 48 hours before the date of the letting. If, for any reason, the School does not receive this written cancellation in the timescale specified, the Hirer may, at the discretion of the School, still be liable for the full cost of the Let or, in the case of a block letting, for the cost of that one session.
5. Block lettings must be booked in advance stating the total period to be covered. Such lettings will be invoiced on a termly basis. Payments must be made termly in advance.

Indemnity and Insurance

1. A damage deposit of £100 is required from the Hirer alongside the signed application form. The damage deposit will be refundable in full less any deductions for damage or additional cleaning.
2. The Hirer shall agree to repay to the School all expenses which may be incurred by the School in repairing, making good or replacing any part of the school buildings or the contents thereof which may be lost, damaged or destroyed in consequence of the Hirer's use of the School. Any damage shall be reported to the School immediately.
3. Any damage caused to the premises (or elsewhere in the school) shall be compensated to an extent considered reasonable at the discretion of the School within seven days of a written command.
4. The Hirer shall indemnify the School against all and any expenses, liability, loss, claim and proceedings arising in respect of personal injury to or death of any person or damage to any property arising directly or indirectly from the use of the premises unless due to the School's negligence.
5. The Hirer must be able to show that they have public liability insurance of no less than £5,000,000 in respect of each and every claim and able to indemnify the governing body of the School if it has to repair, replace or make good any part of the school premises or contents which may be lost, damaged or destroyed as a result of the Hirer's use.

The Premises

1. Access is restricted to the rooms / outside area specified in the Let. Lettings are inclusive of adequate cloakroom/toilet facilities. Access shall only take place during the designated time and for the permitted purpose.
2. The Hirer may visit the School to establish the availability of equipment required. The Hirer should not assume that any equipment will form part of the Let. Use of equipment will need to be specifically agreed to and may be subject to further charges. Kitchens and catering equipment shall not be used unless approved by the School and subject to any conditions that may be imposed.
3. Good order shall be kept at all times and access inside and outside the premises shall not be obstructed at any time. Officers of the School may inspect the premises at any time during the Let. The Hirer will ensure that noise levels are kept within reasonable levels and that no nuisance is caused to neighbours. The School reserves the right to terminate the Let with immediate effect in the event of complaints from local residents over noise disturbance.
4. The Hirer may, subject to availability, use the School car park at their own risk. The School does not accept responsibility for any loss or damage that may occur to vehicles that use its car park.
5. There shall be no defacement or alteration to any part of the School's premises or to the furniture or fittings. No structure or stand is to be erected without prior written consent of the School.

Multi Use Games Area (MUGA)

Where the MUGA is hired, the Hirer shall ensure that sufficient responsible adults are in attendance and on duty throughout the duration of the Let.

It is the responsibility of the Hirer to ensure that all health and safety requirements are met in full and that suitable arrangements are made to deal with medical emergencies and injuries that might arise from the activity taking place. This includes the provision of a suitably stocked first aid box, which must be readily available throughout the period of hire.

Only flat footwear should be worn in the MUGA at all times; ideally patterned rubber soled sport footwear for good grip should be worn. No footwear with pointed heels are allowed in the MUGA. Failure to adhere to this requirement could lead to the cancellation of any further lettings, or fresh lettings being declined.

Equipment may be brought onto the premises at the Hirer's own risk provided that it will not cause damage to the sports facilities. The School reserve the right to inspect such equipment, and to refuse to allow its use if, in the view of the School, it constitutes a Health and Safety risk, or a hazard to the fabric of the building.

Performing Rights and Licences

1. No copyright works shall be performed within the school premises without the licence of the copyright owner and the Hirer shall indemnify the School against any penalty or sanction for any copyright infringement that may occur.
2. The Hirer shall not use the premises for any purpose or activity for which a licence or permission is necessary, e.g. preparation and sale of food, unless such a licence has been obtained.
3. A copy of the licence should be provided to the School at the time of the letting.
4. The premises shall not be used for the sale or display of goods or services or for any public entertainment unless agreed with the School.
5. No alcoholic drinks shall be brought onto the premises except where the School agrees otherwise and where a licence has been obtained. The School will consider the Hirers request on an individual basis.
6. No film or video shall be shown in the premises or taken in the premises without the School's prior consent.

Health and Safety

1. The Hirer is responsible for the health and safety of everybody using the premises (including first aid). Hirers are strongly advised to familiarise themselves, in the case of fire, with escape routes, location of fire extinguishers, fire alarms and exit doors and to make every effort to call the Fire Service if fire should break out.
2. Smoking is prohibited on the School premises, which includes both the grounds and the buildings. Anyone found to be smoking will be asked to extinguish their cigarette and, in the event of refusal to do so, the School reserves the right to terminate the Let.
3. The use of any form of pyrotechnics or fireworks is strictly prohibited.
4. Electrical apparatus shall not be brought onto the premises without the School's consent. Where consent is given, any such equipment must have a valid PAT certificate.
5. Animals, other than guide dogs, are not permitted on the school premises without the written prior consent of the School.
6. The Hirer shall leave the premises in a clean and orderly state.
7. The disposal of any refuse arising from the use is the responsibility of the Hirer.

- 8. All clubs hiring the premises must have staff who have appropriate coaching certificates and are checked with the Disclosure and Barring Service if working with children under 18 or vulnerable adults, even if this is supervised.
- 9. In relation to activities for children, the Hirer must ensure that there are sufficient adults present to be in full control of the children throughout the whole period during which they are on the School site.
- 10. All clubs/organisations hiring the premises must have the following policies in place:
 - a. Health and Safety
 - b. Child Protection (if working with Children)

Preservation of Order

- 1. The Hirer shall not cause nuisance or annoyance to the occupiers of any neighbouring premises.
- 2. The School does not accept any responsibility for any articles of property left by the Hirer, their guests, agents or any member of the public on the hired property during the period of the hire.
- 3. Please note that the School’s logo must not be used on any advertising or promotional literature relating to the hire of School premises. Any literature supplied by the Hirer should not make any inferences that their activities are in any way associated with the School beyond them taking place on school premises.

Jurisdiction

The Hirer and School agree that this contract is governed by the Laws of England and that the exclusive jurisdiction of the English Courts applies.

I have read and understood the above terms and conditions and agree to be bound by them.	
..... signed on behalf of the Hirer Date
..... signed on behalf of the SchoolDate

Appendix 3 – Rates

Use of School Hall including tables and chairs:

For the combined Main School Hall and Small School Hall
£50 for first hour; £45 for second hour; £40 for third hour and any subsequent hours

Use of Main School Hall including tables and chairs:
£40 for first hour; £35 for second hour and any subsequent hours

Use of Small School Hall including tables and chairs:
£35 for first hour; £30 for second hour and any subsequent hours

Rates for use of additional extras such as the projector, microphones, kitchen etc. will be decided on a case by case basis.

Use of Multi-Use Games Area (MUGA)

£20 per hour (outside toilets available but no changing rooms)

Appendix 4- Roles and Responsibilities

The Governing Body, with advice from the Headteacher, will:

- balance the desire to generate income against the desire to support reputable 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 lettings against those criteria
- 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 premises to the extent that they are no longer suitable for use by pupils
- consider issues of political balance and local and community sensitivities
- consider the implications of all requests received for the health, safety and security of pupils and staff
- consider the implications for staff workloads of any letting activity
- designate an appropriate member of staff to act as Lettings Manager
- Responsible for reviewing the Lettings Policy annually
- To set and ratify the Lettings Policy
- Setting the terms and conditions of hire
- To approve the scale of charges
- To review the scale of charges annually
- Review bad debts
- Mediate in disputes

The Lettings Manager will:

- establish a central booking system
- apply the criteria agreed by the governing body and consult the headteacher on requests for lettings which do not meet them or where there is a potential conflict of interest
- ensure the policy and the accompanying Terms and Conditions document are followed when lettings arrangements are entered into
- Review scale of charges annually and make recommendations to the Governing Body
- To chase outstanding debts
- To write off bad debts
- To authorise Site Managers' overtime
- To authorise refund cheques for deposits / indemnities / cancellations
- Review reports for profit and loss

The Finance Officer will:

- Be responsible for preparing and monitoring profit and loss
- Send a lettings booking form and terms and conditions of hire to the prospective Hirer
- Issue a letting confirmation form for the Let
- Ensure receipt of Acceptance Advice Form
- Ensure appropriate Public Liability Insurance is levied. Where the Hirer has their own Public Liability Insurance, ensure they have sufficient cover (ie £5,000,000) and a copy of their policy is kept on file
- Ensure VAT guidelines are followed
- Update the Lettings Diary
- Request deposits where necessary
- Raise a pre-numbered Invoice, collect and bank income prior to the Let
- Issue receipts and keep a copy

- Chase payment prior to letting
- Ensure receipt and banking of income at least ten days prior to Let taking place
- Ensure terms and conditions are adhered to
- Prepare relevant paperwork for cancellations of lettings and approve refund of payment
- Prepare relevant paperwork and approve refunds of deposits / indemnity deposits

The Caretaker

- Investigate initial enquiry to ensure letting is suitable
- Send a lettings enquiry form to the prospective Hirer
- Give application form, conditions of hire, guideline price list and entertainment licence guideline (if appropriate) to prospective Hirers
- Confirm price with prospective Hirer
- Keep an up to date lettings diary
- Supervision of the Let
- Complete and return yellow copy of the invoice after the Let to the finance office (where appropriate)
- Inspect the premises at the conclusion of the letting for assessment of premises condition
- Completion of overtime/additional cleaning form
- Liaison with Lettings Manager re additional charges

Appendix 5 – Procedures for lettings (operational Guidance for Staff - not part of policy)

- The initial lettings enquiry is passed onto the Manager to confirm that the letting is appropriate.
- The prospective Hirers are given an application form, conditions of hire, hirer information sheet, guidance price list and entertainment licence guideline (if appropriate).
- The manager passes the completed enquiry form to the Finance Officer. On return of the Application Form from the Hirer, the Finance Officer prepares the following paperwork:
 - Single Let: A letting confirmation form is sent requesting a minimum deposit of £25 or 10% of the full amount (whichever is greater). Approximately one month before the date of the letting a final invoice is sent together with an acceptance advice form to complete and return.
 - Block Letting: An invoice together with an Acceptance Advice Form is sent requesting a refundable indemnity invoice of £100.00 which will be retained until the Hirer is no longer a customer. Further invoices are sent at appropriate intervals (monthly/termly) listing dates of the block letting. Payment terms are monthly in advance.
- The letting dates are listed in the lettings diary which is kept in the finance office.
- Receipts are issued for all lettings. A copy of the receipt is kept by the School
- The site manager on completion of the Let, advises of any additional costs or credit required. On completion of the Let (including the issue of any credits or additional invoices) any indemnity deposit charged is refunded.
- The site manager completes the overtime claim forms on a monthly basis. These are authorised by the Headteacher. Copies of the site manager's overtime claim forms are filed with the paperwork.
- At the end of the financial year, a cheque will be drawn for the money collected towards public liability insurance and sent to the Insurance Department if required.
- Authorised Signatories as agreed by Headteacher.
- Banking of Income as agreed with finance office.
- Internal Letting arrangements to be made through Lettings Manager.

Appendix 6-Data Privacy Notice

Under General Data Protection Regulations (GDPR) we are obliged to inform you of the information we hold on you, including what we use it for, who we share it with, and for how long we keep it. This privacy notice (also known as a fair processing notice) aims to provide you with this information. If, or any information linked to is unclear, please contact the school office, or the school's Data Protection Officer. Contact details for both are available at the end of this privacy notice.

We, at Hermitage School are the Data Controller for the purposes of data protection law.

As a public body as we have appointed Grow Partners Ltd as its Data Protection Officer (DPO), the responsible contact is David Coy (contactable on david.coy@london.anglican.org, 07903 506531).

1. The categories of information that we collect, hold and share include but are not limited to:

- Personal information (such as name, address, national insurance number).
- Contact details and preference (contact telephone numbers, email addresses, addresses)
- Payment details where applicable;

- Information about your emergency contacts or associated procedure;
- CCTV images

2. Why we collect and use this information

The purpose of collecting and processing this data is to help us run the school efficiently, including but limited to:

- Develop all aspects of the school operationally
- Inform our operational procedures
- Allow better financial modelling, administration and planning
- Allow us to fulfil or legal and contractual obligations
- To assess the quality of our services
- To comply with the law regarding data sharing

3. The lawful basis on which we use this information

Our lawful basis for collecting and processing staff information is defined under Article 6, and the following sub-paragraphs in the GDPR apply:

- (a) Data subject gives consent for one or more specific purposes.
- (c) Processing is necessary to comply with the legal obligations of the controller.
- (f) Processing is necessary for your legitimate interests or the legitimate interests of a third party.
- b) To fulfil contractual obligations or to take steps in order to enter into a contract

A full breakdown of the information we collect on staff can be found herein the record of data processing which can be requested from Russell Grant, School Bursar, finance@hermitageprimary.org.uk

4. Collecting Your Information

Whilst the majority of information you provide to us is mandatory our related to our mutual contractual obligation, some of it is provided to us on a voluntary basis. In order to comply with the General Data Protection Regulation, we will inform you whether you are required to provide certain your information to us or if you have a choice in this.

5. Storing your data

We create and maintain filing system related to these individuals. The information contained in these files is kept secure and is only used for purposes directly relevant to your deployment with us.

Once your deployment with us has ended, we will retain this file and delete the information in it in accordance with our retention policy.

Which can be requested from Russell Grant, School Bursar, finance@hermitageprimary.org.uk

We have data protection policies and procedures in place, including strong organisational and technical measures, which are regularly reviewed. Further information can be found on our website.

6. Who we share information with

We routinely share supply, contractor and consultant information with appropriate third parties, including:

- Suppliers and service providers – to enable them to provide the service we have contracted them
- Our auditors, to ensure our compliance with our legal obligations
- Security organisations – to create a secure school environment
- Professional advisers and consultants – for us to develop our service to best provide our public service
- Police forces, courts, tribunals

Where we transfer personal data to a country or territory outside the European Economic Area, we will do so in accordance with data protection law.

7. Data collection requirements:

Our data collection requirements all relate to the our legal and contractual obligations, for example contract clauses or the statutory 'Keeping Children Safe in Education Guidance'

8. Requesting access to your personal data and your Data Protection Rights

Under data protection legislation, you have the right to request access to information about you that we hold, through a Subject Access Request.

If you make a subject access request, and if we do hold information about you, we will:

- Give you a description of it
- Tell you why we are holding and processing it, and how long we will keep it for
- Explain where we got it from, if not from you or your child
- Tell you who it has been, or will be, shared with
- Let you know whether any automated decision-making is being applied to the data, and any consequences of this
- Give you a copy of the information in an intelligible form

Individuals also have the right for their personal information to be transmitted electronically to another organisation in certain circumstances.

Hermitage Primary reserves to right to verify the requesters identification by asking for Photo ID, if this proves insufficient then further ID may be required.

If you would like to make a request, please contact Hermitage Primary School

- finance@hermitageprimary.org.uk
- 01895 234871
- Hermitage Primary School, Belmont Road, Uxbridge, UB8 1RB

You also have the right to:

- Object to processing of personal data that is likely to cause, or is causing, damage or distress
- Prevent processing for the purpose of direct marketing
- Object to decisions being taken by automated means
- In certain circumstances, have inaccurate personal data rectified, blocked, erased or destroyed; and
- Claim compensation for damages caused by a breach of the Data Protection regulations

9. Data Protection Breaches

If you suspect that yours or someone else's data has been subject to unauthorised or unlawful processing, accidental loss, destruction or damage. Then we ask that you please contact Russell Grant, School Bursar at Hermitage Primary School and advise us without undue delay.

10. Complaints

We take any complaints about our collection and use of personal information very seriously. If you think that our collection or use of personal information is unfair, misleading or inappropriate, or have any other concern about our data processing, please raise this with us in the first instance.

To make a complaint, please contact our data protection officer, **David Coy** (contactable on david.coy@london.anglican.org, 07903 506531).

Alternatively, you can make a complaint to the Information Commissioner's Office:

- Report a concern online at <https://ico.org.uk/concerns/>
- Call 0303 123 1113
- Or write to: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF

11. Contact us

If you have any questions, concerns or would like more information about anything mentioned in this privacy notice, please contact our Data Protection Officer, **David Coy** (contactable on david.coy@london.anglican.org, 07903 506531).