



RED GATES SCHOOL

Lettings policy and conditions of hire

Approved by Chair of Governors and Head teacher on:

Last reviewed on:

Next review due by:

Our Aims

Red Gates School wishes to make the best use of our facilities. Our aim is to maximise the benefit to the local community and to our students and their communities. We are also committed to generating additional income from the hire of our facilities which will provide a valuable income stream to the School budget. This income will help us to maintain our facilities in the best possible condition.

Being at the heart of our Community is one of our core values and promoting community use and access to our facilities is a way in which we can demonstrate this commitment. We shall promote a balanced range of activities and give preference to those in which our students can play an active part.

At times we do offer our students an extended day and any use of our facilities must not be detrimental to our staff or students or to the smooth running of the School. We reserve the right to cancel any booking without notice, should we have cause for concern.

School Facilities Available for Hire

Internal Facilities

Hall	with Flexible space suitable For gym/dance/drama/meetings N.B-use by the hirer of fixed and free-standing equipment is not permitted
Dining Hall	A multipurpose area suitable for clubs training sessions, meetings, performances
Classrooms	Available for hire occasionally

External Facilities

Playground areas suitable for a variety of sports activities/fetes table sales

Pricing policy

Facility	Monday-Thursday (rate per hour)	Friday-Sunday (rate per hour)
Hall	£50	£60
Dining Room	£50	£60
Play ground	Prices on request	Prices on request
Additional Cleaning	£30 PH	£35 PH
Hirers Liability insurance (if required)	Prices on request	Prices on request

Hire charges are subject to annual review.

VAT

The School is legally obliged to pay VAT and the above prices exclude VAT. Some lettings may incur a charge for VAT. Others may be exempt if conditions are fulfilled.

VAT, if applicable, will be added to your invoice.

Insurance

The School will hold adequate Employers, Public Liability and Buildings & Contents insurance cover. Hirers will be expected to provide evidence that they hold adequate Public Liability Insurance. If this is not possible, the Hirer may apply to the school for details of cover which may be available at an additional cost. If any proposal for this insurance is accepted, the Policy will only cover the person shown on the Hire Agreement.

OPERATIONAL DETAILS

Booking Arrangements

Lettings enquiries will be handled by our School Business Manager. A Lettings agreement will be issued to each group or individual making a booking. Until the signed agreement is issued the booking remains provisional.

Facilities must be booked and paid for 5 days in advance. For regular hirers, invoices will be issued at the beginning of each half term to cover lettings during that half term.

Where there is competition for space, priority will be given to groups which offer activities in which our students participate.

Where urgent and unforeseen circumstances arise, we reserve the right to cancel Lettings without notice. This might be, for example, where urgent maintenance is needed, health and safety reasons, unforeseen illness of the Duty Manager where alternative cover cannot be found or urgent School business.

In such circumstances, every effort will be made to reschedule the let. Failing this, a refund will be offered. We will do our very best to avoid cancellations of any kind.

Access, security and parking

The School will endeavour to ensure well managed, safe community access to its facilities and will make every effort to protect neighbours from noise and nuisance.

The School has been designed to provide the highest standards of security with a controlled access system with zoned access to various parts of the site. This supports community use of certain areas of the school, whilst preventing access to the rest of the site. It has also been designed to provide ease of access to any person with a disability. Our staff will provide access to site so we will not issue access cards.

Pedestrian access to our facilities will be via Farnborough Avenue. There are excellent transport links with Gravel Hill Tramlink nearby, providing regular services to East Croydon main line station.

By special arrangement on some occasion the provision for parking may be built into the hire costs. Otherwise there is no parking available on the premises

Management responsibilities

The School is committed to providing a safe and secure environment for all its users and we expect our users to comply with relevant health and safety legislation, no smoking regulations, fire evacuation procedures and to carry out appropriate risk assessments.

Where School staff are providing services directly to groups, they will be suitably qualified, competent in the activities they are engaged in and have appropriate DBS disclosures.

No use will be permitted that may compromise the security of the School or that might adversely affect our reputation. Furthermore, the School will not permit any activity that they believe does not maintain an adequate level of care for those taking part. All hirers with responsibility for children on our premises will be required to demonstrate that only suitably vetted people are on site. This is especially important with any letting which may overlap with our school day and the presence of our students on site. All necessary precautions will be taken to ensure that the security of students at the school is maintained.

Review and Monitoring

The hire of our facilities and our pricing policy will be reviewed bi- annually by our Governing Body in March with any changes being implemented from September of that year.

LETTINGS POLICY AND CONDITIONS OF HIRE

1. APPLICATIONS FOR HIRE AND ACCEPTANCE OF CONDITIONS OF HIRE

A copy of these conditions shall be supplied to all Hirers of our facilities. All applications for hire shall be made using the School booking form. The School does not enter into any agreement issued by the Hirer. Every applicant, upon signing the application form shall be deemed to have accepted and agreed to be bound by these conditions.

2. BOOKINGS

- The hirer must state the purpose of the letting on our application form
- All lettings are payable in advance. VAT if applicable will be added to the invoice.
- The booking will be provisional until the school states in writing it has been confirmed
- All fees will be charged according to the booking form – whether or not the facilities are used
- In the event of a cancellation by the hirer, a cancellation fee will be charged (see below)
- The school reserves the right to refuse any application for any reason
- The sub-letting or sharing of the premises is prohibited

3. CHARGES

The charge for lettings shall be in accordance with the rates in force at the time of application unless a review is pending, in which case it will be made clear that the rate is subject to confirmation

Cheques should be made payable **to Red Gates School** with the hirer's name written on the reverse. Bank details can be provided if payment by BACS is preferred.

The School will review the charges bi- annually in March for implementation from 1st September. We reserve the right at any time, to amend the charges in respect of the hiring if necessary. Reasonable notice will be given to the hirer who will be responsible for paying the increased charges.

4. CANCELLATION CHARGES

100% of hire charge for less than 7 days prior to commencement of hire
50% of hire charge if 7 days prior to commencement of hire
25% of hire charge if 14 days prior to commencement of hire
15% of hire charge if 28 days prior to commencement of hire

We reserve the right to cancel any letting without notice if unavoidable, in which case a proportion of the charges will become refundable.

5. USE OF PREMISES

The use of premises is restricted to the use, times and accommodation specified in the hire agreement. The hirer should take all precautions to prevent any damage. Some footwear in particular can cause damage to floors and persons wearing such footwear will not be permitted to enter the premises. The hirer is required to pay for any breakages, losses or damage to property arising out of the letting. For certain event and/or hire of equipment the hirer may be required to pay a refundable damage and/or additional cleaning deposit.

The charge for accommodation includes the use of furniture only within the room. In the event of the hirer requiring additional furniture a separate charge will be made according to circumstances. The hirer should remove all chairs or other furniture, decorations and any other materials introduced into the premises, within an agreed reasonable time after the period of hire. If this is not done, the School will be entitled to remove and dispose of such items, and the Hirer will pay the cost of removal (less the proceeds of disposal where relevant) on demand.

Special preparations, such as those required for the purpose of dancing, must not be applied to the floors without specific approval. The Premises Manager can advise.

6. LOSS OF PROPERTY

The School will not, under any circumstances, accept responsibility or liability in respect of any loss or damage to any property, articles or items placed or left on the premises by or on behalf of the Hirer or any other persons or in connection with the function.

7. PUBLIC LIABILITY INSURANCE

The Hirer shall affect Public Liability Insurance within a minimum indemnity limit of £1million for any one occurrence to cover its legal liabilities for accidents resulting in injuries to persons, including participants in the hiring activity, and/or loss of or damage to property including the hired premises, arising out of the hiring of educational premises. Hirers will be required to produce a relevant certificate of insurance. Hirers must also ensure that any participants (e.g. Entertainers) hold current Public Liability Insurance in their own right.

8. **LICENCES, COPYRIGHT AND PERFORMING RIGHTS**

Hirers should ascertain whether or not a licence is required for any use to which the premises are to be put, and if so, to obtain and ensure full compliance with the necessary licence. Under the conditions of the Performing Rights Society, hirers of educational establishments are required to furnish details direct to the Society of 'all musical works, whether published or in the manuscript, performed at the premises locally, instrumentally or mechanically, at entertainments for which a charge is made'.

When commercial sound recordings (gramophone records, tape recordings or CDs) are publicly used an application for a license to use such recordings must be submitted to Phonographic Performance Limited, Evelyn House, 62 Oxford Street, London W1N 0AN. Application forms may be obtained from them on request.

The School does not hold a Premises Licence. The Hirer shall indemnify the School against any sum of money which the School may have to pay by reason of an infringement of copyright or performing rights occurring during the period of hire.

9. **PUBLIC SAFETY**

- a) The Hirer shall be responsible for the prevention of overcrowding such as would endanger public safety and for keeping clear all gangways, passages and fire exits.
- b) The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct and for ensuring that overcrowding does not occur
- c) For reasons of Health and Safety animals are not allowed on the property with the exception of guide dogs.
- d) Any electrical equipment brought to the school premises must carry an in-date certificate

10. **HEALTH AND SAFETY**

The Hirer shall appoint a 'competent person' who will be responsible for health and safety during the period of hire.

11. **FIRE SAFETY**

Hirers are required to ensure that:

- No fire equipment is moved (unless in an emergency) , tampered with or used to prop open doors
- All emergency exits are kept clear at all times
- Hirers must familiarise themselves with the School Fire Evacuation procedures which are prominently displayed throughout the buildings
- Hirers will be given a copy of the school's Fire Policy

12. **FIRST AID**

Red Gates School takes no responsibility for First Aid provision. The Hirers will be responsible for arranging a first aid post, with a qualified first aider. They must also provide access to a mobile phone in the event of emergencies.

13. **ALCOHOL**

Alcohol is not permitted to be sold to the public or supplied on our premises without the express consent of the School Governors, which the Governors will not be obliged to give. Details of the license for the sale to the public of intoxicating liquor will need to be available for inspection.

14. **SMOKING**

The School is a non-smoking site. Hirers using the School premises must adhere to these regulations.

PLEASE NOTE: Individuals or organisations that breach these regulations may be subject to a fixed penalty fine.

15. **FOOD**

Any food preparation and serving must be carried out in line with food hygiene regulations. The School shall not accept responsibility for any illness relating to food consumption on our premises, prepared and /or supplied by the hirer's staff or agents. Use of our kitchen is not permitted.

16. **CLEARING UP**
 The facilities hired and all equipment must be left in a clean and tidy condition. ALL rubbish must be removed from the site. Any equipment belonging to the hirer is to be removed at the end of the hire period. We are not able to offer any storage facilities on site. Any additional cleaning cost must be met by the hirer.
17. **NO TENANCY**
 Nothing in this agreement shall create a tenancy
 School staff must be given free access to the hired premises for the purpose of inspection.

Declaration by the Hirer:

- i. I am over 18 years of age.
- ii. I have read the Conditions of Hire and agree to abide by them.
- iii. I confirm that insurance arrangements are in place in accordance with clause 7 of the Conditions of Hire.
- iv. I confirm that all licences that may be required for the activities during the hire period have been obtained/have been applied for /will be applied for before the date of first applicable use.
- v. I agree to indemnify the School for any loss arising out of a breach of this agreement.

For and on behalf of:

..... (The Hirer)

Signed

Dated.....

For and on behalf of:

..... (Red Gates School)

Signed.....

Dated.....





Red Gates School Lettings Booking Form

Name of Hirer	
Address	
Phone number	
Email address	

Hire date(s)	
Hire times	
Specific Area to be hired	
Purpose of hire	
Additional Hire required	

Name _____

Signature _____

Date _____

Please note that the completed booking form must be accompanied by the signed "Terms and conditions form"