

Room Hire Policy Autumn 2023 Review: Autumn 2024

Part A. Introduction:

This policy document applies to the letting out of facilities within the school.

In principle, the governing body supports the letting out of the school's premises, provided that:

- Any such letting complies with The Croydon Borough Council's Letting Policy, the requirements of the 1974 Health and Safety Act and any subsequent pertinent legislation
- The School is indemnified against any liability related to, or arising from, the letting of any part of the premises.

The governing body recognises and seeks to promote the valuable role that the school can play in providing accommodation and/or facilities benefiting the local community.

The following, general conditions will apply to all lettings:

- Use of the premises must not interfere with the proper working of the school or impair its efficiency
- The premises are to be used responsibly
- The governing body reserves the right to exclude any person or group from using the premises should the proposed use be deemed unsuitable
- Having regard to our duty under the Race Relations Act 1976 (but without prejudice to our duties under the Representation of the People 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 disharmony between persons of different racial groups, or are otherwise involved in activities prejudicial to good race relations.
- With the possible exception of events meeting special community needs, all lettings must cover the costs associated with keeping the premises open for that purpose
- The governing body delegates responsibility for lettings to the Headteacher

The governing body has agreed to define lettings under the following categories:

- School Lettings for activities for pupils or their parents and carers that provide educational benefit to pupils, which the school wishes to subsidise
- Community Lettings for other community activities which should be made on the basis of full cost recovery
- Commercial lettings will be charged on a cost plus an income margin for the school

The governing body and the Headteacher will review lettings at the school and the lettings policy annually.

Part B. Conditions and Regulations for Hiring Premises:

1. Enquiries for premises shall be made direct to the school and applicants are advised to see the School Business Manager at the school in order to ascertain the suitability of the premises for the purpose of hire
2. The school reserves the right to limit the number of people admitted to the premises. The school may cancel the hiring in respect of any period of hire in the event of the premises being required for educational or maintenance purposes of the Authority
3. All applications for hiring must be made on the form supplied. No use of the premises by the hirer shall commence unless the cost of hire has been paid in full at least two weeks before the date required. Permission to use the premises is personal to the hirer who may not therefore assign it or sub-let the use of the premises.
4. All hiring is subject of the hirer occupying and vacating the premises at the stated times.
5. Use of the premises will not be granted for political purposes or the teaching of any party politics.
6. No smoking or gambling will be permitted.
7. Nails, tacks, screws etc., shall not be driven into any of the walls, floors, ceilings or fittings and no preparation shall be used for polishing the floors. No alteration or addition to the electrical installation shall be made and no equipment or apparatus is to be connected to it without prior consultation with the Head Teacher.
8. Any furniture moved in any room shall be reinstated in its correct location prior to vacation. No furniture or apparatus shall be introduced without permission of the Head or Deputy.
9. No furniture, instruments or equipment belonging to the hirer may be left or stored on the premises.
10. In addition to the specified scale of charges, the School requires a deposit of £75.00 to be paid in advance, to secure the reparation of any damage which may be occasioned or any additional cleaning required should the premises be left in an unclean state. This deposit shall be returned to the hirer following the letting less any amount the school may deduct for repairing damage caused/additional cleaning required. Any damage exceeding £75.00 must be paid for in full.
11. The school does not undertake any responsibility for the loss of, or damage to, any goods or effects belonging to the hirer, and/or members of the organisations or associations, or to any other person present, whether by fire or other reason, nor for any injury to any person or persons attending the premises for whatever cause.
12. Hirers must leave the school clean and tidy – the floor to be swept, wet mopped, carpets vacuumed and rubbish removed.
13. Hirers must observe fire and safety regulations. On hearing the fire alarm (a continuous ringing of the bell), hirers are advised to evacuate the building as quickly as possible and to assemble in the car park and call the emergency services (dial 999).
14. Licences. Where necessary, any licenses required for public dancing, entertainment, or music must be strictly adhered to. It is the duty of the Hirer to ensure they understand and are able to comply with all such regulations and requirements.
15. Damage. The Hirer shall indemnify and keep indemnified the school and the governing body from and against all losses and damages arising as a result of the letting of the premises. The Hirer will pay the full cost of repair, or replacement of any fixtures or fittings that become unserviceable or unsuitable for use through damage caused by any person attending the function, whether deliberate or otherwise.
16. Injury or loss. It is the responsibility of the Hirer to inform the governing body, in writing within 24 hours, of any person or persons sustaining injury or loss on the premises during the letting.
17. Alcohol may not be sold unless a magistrates licence has been applied for, granted and shown in advance to the governing body. It is the Hirer's responsibility to ensure that the consumption of alcohol is moderated.
18. Copyright. The Hirer shall indemnify and keep indemnified the school and the governing body against any breach or infringement of copyright, in relation to the performance of material or delivery of any work in which a copyright exists.
19. Right of access. The school and the governing body reserve all rights of access.

Part C. Liability and Insurance

1. The hirer shall indemnify the governors of Tunstall Nursery School and the Croydon Borough Council against all claims for damages, compensation and/or costs in respect of:
 - a. bodily injury or illness to Third Parties and/ or
 - b. damage to third party property caused by or arising out of or being incidental to the hirer's use of the premises.
2. The hirer shall be responsible for loss or damage to the school premises and contents therein. Minor damage will result in the loss of part or all of the hirer's deposit.
3. All hirers must have Public Liability Insurance and a copy of the certificate must be handed to the school before the event or a charge of 15% (already included in party letting fee) will be made to cover the cost of Liability insurance to be covered by the school.

Part D. Licensing and Legislation

1. The governors do NOT hold licences for public dancing, music or any other public entertainment or public performance of plays
2. The hirer shall be responsible for obtaining any licence required and shall produce the licence for inspection prior to the hiring date. The hirer shall be responsible for complying with the terms of any such licence
3. The hirer indemnifies the governors and Croydon Borough Council against any breach of this condition

Part E. Safeguarding

1. Tunstall Nursery School is dedicated to ensuring the safeguarding of our children and all young people at all times. It is the responsibility of the hirer to ensure that safeguarding measures are in place while hiring school space.
2. If those hiring the premises will come into contact with our children, we will ask for confirmation that the hirers have had the appropriate level of DBS check. In addition, the hirer shall ensure that where a hiring involves activities for children they have appropriate safeguarding policies and procedures in place and that they, themselves and those persons likely to have contact with children, have been subject to Enhanced Disclosure and Barring Service checks.
3. If you need an example of a safeguarding policy take a look on our website and adjust our policy for your own needs.
4. The school reserves the right to require the hirer to produce evidence that enhanced DBS checks have been carried out on all persons and to review safeguarding policies and procedures and to impose any additional safeguarding requirements they consider appropriate in connection with the hiring.
5. If for any reason the school is not satisfied, then they reserve the right to cancel any hiring and there shall be no liability to the hirer other than to refund any hiring fee or deposit paid.

The latest guidance can be found at: <http://publications.education.gov.uk>

Part F. Cancellation

Cancellation by the Hirer

1. The governing body must be notified of any cancellation at the earliest possible opportunity.
2. Where notification has been received at least 4 weeks prior to the date of the let, the letting fee will be refunded in full apart from a set administration charge of £10 which will be retained to cover administrative costs.
3. Where notification has been received between 2 and 4 weeks prior to the date of the let, the Hirer will be entitled to a 50% refund only.
4. Where notification of cancellation is received less than 2 weeks prior to the date of the let no refund will be given.

Cancellation by the School

The governing body reserves the right to cancel any letting, (whether confirmed or not), without prior notice and without compensation or refund, if:

1. it suspects that any of the terms and conditions of hire or use have been broken by the Hirer, or any person

organising any function or event.

2. any conditions of this policy or those printed on the form *have* been broken or are likely to be broken, *by any* person attending any function or event, or connected with the function or event in any way.
3. any damage has been caused to the premises.
4. any breach of licensing conditions occur.

The governing body also reserves the right to cancel any letting if:

1. the premises are required *by any* body or person having a statutory right to use them;
2. the school is closed or becomes closed.

In the event of cancellation by the school (for the reasons defined in points 1. or 2. above), any fees paid in respect of the letting will be refunded. The governing body will endeavour to notify the Hirer at the earliest possible opportunity, however, no guaranteed period of notice can be offered. Regardless of when notification is given to the Hirer, the Hirer will not be entitled to any compensation.

Please Note:

- The above conditions apply for cancellation of all or part of a letting.
- Where the Hirer makes a permanent cancellation during the course of a letting agreement, the governing body reserves the right to determine whether any refund should be offered, and the amount thereof. No compensation will be available. The administration charge will still stand.

Part G. Complaints Procedure

If the school wishes to make a complaint regarding a letting:

- A representative of the Headteacher will verbally raise the concern with the Hirer
- The situation will be monitored for an agreed period of time to allow the issues to be addressed
- If the situation remains unresolved, the Hirer will receive written notification of the concern and an agreed period of time will be given to allow the Hirer to address the situation.
- Thereafter, if the matter remains unresolved, formal notice of termination will be sent to the Hirer, effective 72 hours from the date of the letter of notification.

If the school receives a complaint, regarding a Hirer, from a third party:

- The governing body will be notified of the complaint.
- The matter will be investigated by the Headteacher and a written response will be sent to the complainant within 10 working days.

Where action by the Hirer is required in response to a complaint received by the school:

- The Hirer will be notified of the complaint and will be given the opportunity to rectify the cause.
- If the complaint remains unresolved after 10 working days, the Hirer will be notified in writing that s/he must address the complaint over the following 10 working days, or accept notice of termination of the letting agreement.
- Thereafter, if the matter remains unresolved, formal notice of termination will be sent to the Hirer with immediate effect.

If the Hirer wishes to make a complaint:

- All complaints should be raised and discussed with the Head Teacher (who may forward the complaint to the governing body).

I read and understood all parts (A – G) of the document and agree to comply with the above conditions.

Signed:.....

Date.....

HIRER'S FORM

Request to Hire

I wish to hire Tunstall Nursery School

Name:

Address:.....

Post Code

Telephone Number:.....

Mobile Number.....

Email:.....

Date of Hire:.....

Times: From:.....

To:.....

Purpose:.....

Number of People expected: Adults

Children

I understand that I must use only the following:

- Family room with attached kitchen and garden.

I have read the conditions and agree to abide by them.

I agree to pay £75 deposit cheque (this is returnable) and the £..... hire fee for hiring the above.

How did you hear of this facility?

Signature of Hirer:

Signature of Person representing the Nursery school:

The person hiring the facility must make good and clean the rooms before leaving.

A £15 per half hour charge will be incurred if the premises are not vacated on time.

INFORMATION FOR HIRERS

Room Hire Charges: Summary Sheet (Revised 20th November 2019)

Purpose:- Birthday Parties
Charge:- £100.00
Time: 3 hour period *(including time to set up and tidy up)*
Areas used: Family room with attached kitchen and garden

Purpose:- Meetings/Training/Classes
Charge:- £20.00 per hour
Time: minimum 1 hour period *(including time to set up and tidy up)*
Areas used: Family room with attached kitchen and garden

In summary, to hire the facilities at Tunstall Nursery School you will be required to present two things:

- £75 deposit (returnable) cheques made payable to "Tunstall Nursery School"
(this deposit will be returned providing there are no disputes over damage, spillage etc)
- Payment for the hire charge

Note If the hirer over runs the times of the hire agreement, Tunstall Nursery School reserves the right to charge an additional £15 per half hour.*