



Lettings Policy

(includes Hire Price List and Hire Application Form)

This policy was adopted on: 10th June 2021

Signed on behalf of Emmanuel Community School

A handwritten signature in black ink, appearing to read 'Shirley Lyman', is positioned to the right of the text 'Signed on behalf of Emmanuel Community School'.

Review Date: June 2024

Lettings Policy

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1. Aims

We aim to:

- › Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations
- › Allow the hiring of the premises without using the school's delegated budget to subsidise this
- › Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the school
- › Not let any hiring out of the premises interfere with the school's primary purpose of providing education to its pupils

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- › Main hall
- › The Ark building, toilets and kitchen
- › Playground area

2.2 Capacity and charging rates

The rates for hiring each area can be found on the Hire Agreement.

3. Charging rates and principles

3.1 Rates

The rates for hiring out different areas are listed in the Hire Price List available at Appendix 1. We may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the school.

3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 7 days' notice. A full refund will be issued if we do cancel a hire. The school shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

The hirer of the premises can cancel any hire with a minimum of 7 days' notice. If less notice than this is given, the licensee shall not be entitled to a refund.

3.3 Review

The revenue raised from hiring out will be reviewed by the Governing body and will be fed into the school's financial reporting, to ensure best value is being achieved and that risks are being managed adequately.

4. Application process

Those wishing to hire the premises should fill out the hire request form, which you can find in Appendix 2 of this policy, and read the terms and conditions of hire set out in section 5.

The hirer should fill out and sign the hire request form and submit it to the school office. The school office will confirm the letting via email.

If the request is approved, we will contact the hirer with details of how to submit payment, a deposit of 50% of the hire fee is payable when the booking is confirmed with the balance paid at least 7 days prior to the letting. We will also send on details of who your contact will be on the day and other relevant health and safety documents. If the hirer is an organization, charity, business or legal entity we will need them to provide proof of their public liability insurance.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the school, or reputational damage may occur.

5. 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 relevant hire request form.
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 hire request form.
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 and must take out its own public liability insurance with a reputable insurer approved by the school and, where requested by the school, shall provide of copy of the relevant insurance certificate no less than 10 days before the start date of the licence.
9. 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.
10. 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
11. 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.
12. Any cancellations by the hirer received with less than 7 days, notice will not be refunded.
13. Any cancellations by the school made with at least 7 days, notice will be refunded.

14. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
15. The hirer shall vacate the premises by 10pm Monday to Friday, unless written authority (showing the time of extension) has been obtained from the school
The hirer must ensure their articles and property are removed a half hour after the aforementioned times on the day of the hire. Any instructions given by the site representative in connection with the above must be observed.
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. In the event of any article or property belonging to the hirer or any contractor or other person being left on the school premises after the above period of time the school shall be entitled to remove the same and charge the hirer for the cost of doing so.
17. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the school.
18. 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.
19. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
20. The hirer will acquire all appropriate additional licenses for any activities they are running, including those required for use of any third party intellectual property.
21. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
22. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
23. 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.
24. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
25. A site services officer is to be on duty at all times during periods of extraneous use of the premises by external users.
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.

6. Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times.

It is the responsibility of the hirers to ensure that 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.

Appendix 1 – Hire Price List

We have a range of facilities available for hire at Emmanuel Community School.

If you would like to make a booking, please contact the school office on admin@emmanuelcommunityschool.co.uk or call 020 8520 0775.

Prices for booking are as follows:

	One-off Bookings/Non-Community Bookings			Regular Bookings and Community Bookings		
	Mon-Fri	Sat	Sun	Mon-Fri	Sat	Sun
Non-refundable Deposit payable on booking.	50% of Hire cost	50% of Hire cost	50% of Hire cost	50% of Hire cost	50% of Hire cost	50% of Hire cost
School Hall, Playground and Toilets - first 4 hours	£240*	£320	£400	£200*	£280	£360
Each additional hour	£50*	£70	£90	£45*	£65	£85
HOURLY RATE (min 2 hours)						
School Hall and internal toilets.	£35*	£45	£55	£30*	£40	£50
Playground and external toilets only	£25*	£35	£45	£20*	£30	£40
The Ark including Kitchen facilities and toilets	£35*	£45	£55	£30*	£40	£50
Children's Party rate <i>Use of school playground and The Ark for 2 hours (Total letting 2.5 hours includes 15 min set up and pack away)</i>		£90	£110			

* Not available before 6pm except during school holidays.

Additional Facilities:

	Mon – Sat	Sun
Use of Main kitchen	£15.00 per hour	£20.00 per hour
Cleaning	£40 per session	£50 per session
Chairs	£10 per 100	£10 per 100
Children's dining tables	£5	£5

All prices are exclusive of VAT (20%)

APPLICANT DETAILS			
NAME:			
ADDRESS:			
POSTCODE:		Email:	
TEL:		MOBILE:	
NAME & TYPE OF GROUP ORGANISATION:			
EVENT DESCRIPTION:			
I.D. Verification: (Please provide photo I.D and one proof of address such as a utility bill, Organisation's registered address, bank statement)		Passport / Driving Licence No: Proof of Address used:	
Do you consent to providing an outline/copy of any material presented or for a member of our staff to be present if needed?		YES NO (Please circle the appropriate answer)	
TOTAL NUMBER OF PERSONS ATTENDING EVENT			
DAY (Dates of hiring)			
TIMES OF HIRING: (FROM / TO) 10pm finish	Before Event	Event Time	After Event
FACILITIES REQUIRED: (Circle those needed)	SCHOOL HALL And indoor toilets	THE ARK KITCHEN & TOILETS	
	CHILDREN'S PARTY (PLAYGROUND & THE ARK)	PLAYGROUND AND OUTDOOR TOILETS	
Total Cost			
Deposit Enclosed			
Balance payable 7 days before hire			
I hereby make application to hire the School premises as indicated above and agree to comply with the terms and conditions set out in Sections 2 and 5 of our Lettings Policy which can be downloaded from our website and is available from the school office. I confirm that the amount due will be paid upon receipt of the invoice and paid in full seven days before the date of hire.			
Payment of the deposit can be made by card by calling the school office on 020 8520 0775, full payment to be received 7 days before letting commences. The school reserves the right to charge for any damage caused to the premises.			

SIGNATURE OF APPLICANT..... DATE.....

Please return this form via email to admin@emmanuelcommunityschool.co.uk. We will be in touch to inform you if your application is successful.

Emmanuel Community School, The Drive, Walthamstow, E17 3BN Tel: 020 8520 0775