# Carlisle & Hampton Hill Federation

# LETTINGS POLICY

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|---|---|
| This policy was reviewed: | October 2026 |
| This policy was ratified by Full Governing Body (if applicable): | Not applicable |
| This policy will be reviewed again: | October 2027 |
| Governor committee responsibility: | Finance and Premises Committee |
| Statutory Policy?: | No |

# LETTINGS POLICY

1. **Aim:** to provide facilities for the community and pupils outside of school hours and during selected holiday periods without detriment to the school or their site. Whilst lettings which will benefit children attending The Carlisle and Hampton Hill Federation will be encouraged, the cost of providing the premises to outside users must cover all the costs involved and produce a net income to the School. The Governing body at its absolute discretion allow groups and individuals to hire certain of the school's facilities, subject to availability and in accordance with the terms and conditions for hire determined by the Governing body.

**2. Priority of outside users:**

Priority will be given to community use.

**3. Procedure for lettings**

a) The School Office will obtain the Federation Headteacher's verbal agreement for all proposed lettings.

b) The School Office will prepare an agreement based on the form of the draft set out in Appendix B to this Policy. The School Office will then send that agreement to the outside user for completion, signature and return by the outside user.

c) On receipt of the completed and signed agreement from the outside user The School Office will dispatch a duplicate copy of the agreement signed on behalf of the School to the outside user together with an invoice for the letting fee, which is payable in advance. No letting shall take place unless and until the outside user has returned the completed and signed agreement together with the letting fee paid in full by Bacs.

D)The Federation has insurance through the DFE risk protection arrangement. However the cover is not intended for commercial organisations which must have separate insurance in their own name and continue to provide evidence of this. Therefore all outside users which are commercial organisations will have to produce a current Public Liability Insurance Certificate in the minimum sum of £5m per claim.

E) The School Office will ask the user to ascertain whether any Temporary Event Notice (licence) will be required for the letting. If any such licence is required the outside user should be advised to obtain and produce such licence for inspection in good time prior to the letting.

**4. Charges for Lettings**

The charges are reviewed in April each year with a view to being implemented in the September of the same year and will aim at a minimum to recover the cost to the school for the letting: The type of user and the proposed function will determine the level of charges.

a) No charges will be made for use of the school premises for the following purposes: after school clubs led by teaching/support staff, Governors' meetings, PTA/CSA meetings, school fund-raising events which have been co-ordinated by the PTA/CSA and meetings with parents and outside agencies.

b) Facilities available for hire are included in the attached scale of hire charges appendix A

c) Variances to the charges below can be made at the discretion of the Federation Headteacher under special circumstances.

## VALUE ADDED TAX

Lettings which only involve the hire of an area such as the hall with basic furniture (i.e. chairs, tables and the use of the cloakroom), are exempt from VAT. Any additional facilities hired (e.g. kitchen, stage lighting, etc.) will incur VAT. Items subject to VAT will be shown separately on invoices.

## PAYMENT

Regular lettings will be invoiced on a termly basis, payment is required seven days in advance of the letting start date.

For other lettings, payment will be required in advance with the return of the completed application and agreement for hire form. In the event of the hirer wishing to cancel a letting at least 5 working days' notice is required. Working days' notice for this purpose are school days Monday to Friday.

In the event of a hirer wishing to cancel a regular (e.g. weekly) letting arrangement, half a terms notice is required.

The governing body reserves the right to cancel a letting. The Governing body will use reasonable endeavours to notify the hirer as soon as possible but 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.

# CARLISLE AND HAMPTON HILL FEDERATION

## LETTINGS SCALE OF CHARGES

**APPENDIX A**

**Week Day**

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|---|---|
| Playground & Hall Full Day | £220 |
| Playground & Hall Half Day | £165 |
| TATE Block (HHJS) Full Day | £220 |
| TATE Block (HHJS) Half Day | £165 |
| Cookery Room Full Day | £220 |
| Cookery Room Half Day | £165 |

**Weekend**

The above charges apply for lettings at the weekend. However, there is an hourly rate of £40 which is applicable for lettings with a maximum duration of 3 Hrs.

# LETTING AGREEMENT

This **AGREEMENT** is made on ……..202[ ]
**between:**

**(1)** The Governing Body of Carlisle and Hampton Hill Federation ("the Governors"), whose address is Broad Lane Hampton, TW12 3AJ and St. James's Avenue, Hampton Hill, TW12 1HW

**(2) [ ]** "(the User") whose address is [ ]

**It is agreed as follows:**

**1. Permission**
The Governors agree to permit the User to use those parts of the School premises identified in the First Schedule ("the Premises") at the times set out in the Second Schedule ("the Permitted Period")

**2. Term of Agreement**

This Agreement will start on the date of this Agreement and will end on the Termination Date as defined in the Third Schedule unless ended earlier under clauses 4 or 6.4.[*NB this clause will only apply to lettings on a regular basis. It should be deleted in the case of one-off lettings]*

**3. Permitted Use**

3.1 The User may use the Premises during the Permitted Period for the purpose described in the Fourth Schedule ("the Permitted Use").
3.2 The User may not use or permit the use of the Premises for any purpose deemed by the Governors to be outside of the Permitted Use.
3.3 The User shall provide a copy to the Governors of any statutory licence required to be in place for the Permitted Use and shall forthwith notify the Governors if any such licence is suspended or cancelled or has expired without being renewed.
3.4 The User shall not without the prior consent of the Head of School use any School resources or equipment and if so authorised shall reimburse the actual cost of such use to the Governors

**4. Ending the Agreement**

4.1 The Governors may end this Agreement immediately by notice given by them:
4.1.1 if at any time any payment due under this Agreement remains unpaid for more than thirty days after becoming due
4.1.2 if the User breaches any of the stipulations and conditions in this Agreement

4.1.3 if any licence required by the User from OFSTED in order to comply with the Childcare Act 2006 or any other statutory licence required by the User for the Permitted Use is not in place, is suspended or is cancelled.

**5. Fee**

5.1 The User agrees to pay to the Governors a fee for the use of the Premises during the Permitted Period ("the Fee").
5.2.1 any damage for which the User may be liable

5.2.2 the reasonable costs in compensating the Governors for any major breach by the User of the User's obligations
5.2.3 any fee or other money due and payable by the User under this Agreement which remains unpaid after the end of this Agreement.

**6. Child Protection**

6.1 The User undertakes to ensure suitable arrangements are in place in regard to safeguarding children and child protection.
6.2 The User shall ensure that at all times each and every person employed by or under the control of or acting on behalf of the User and who has any contact with children at the Premises shall have a satisfactory enhanced Disclosure and Barring Service check in place and held by the User. This information should be given to the school to be included in their Single Central Register.
6.3 In relation to the undertaking at 6.1 the User also undertakes to produce to the Governors for their approval its child protection policy.
6.4 In addition to the general right of termination set out in clause 4, the Governors reserve the right to end this Agreement with immediate effect if the User does not have the arrangements referred to at paragraphs 6.1 and 6.2 in place.

**7. Health and Safety Conditions**

The User must ensure the following:

a) Normal emergency procedures are followed (see appendix 1)
b) A risk assessment is carried out by the User and provided in written form to the Governors in respect of any activity for which the User is responsible and where a risk assessment is required to be carried out under Health and Safety Regulations or other Statutory Provisions.
c) A First Aid Kit is to be carried by the Hirer and suitable first aid staffing arrangements made. No School equipment is used unless otherwise agreed from time to time between the parties.
d) All Hirers should ensure they are familiar with the school's emergency equipment, such as fire extinguishers, alarms, mobile telephone and first aid facilities and the school's fire evacuation procedures.
e) An emergency evacuation procedure is established detailing who will be responsible for taking control, calling emergency services and where to assemble. Consideration must be given to the needs of disabled participants.
f) Facilities and equipment (if made available) are used in a responsible manner, an orderly way and for the purposes for which they are hired and do not compromise the safety of the User or the Premises and equipment.
g) This includes ensuring that:
h) Leaving all areas clean and tidy after use.
i) No nuts or products containing nuts are brought into the school kitchen.
j) Alcohol is not consumed without the prior consent of the Head of School and the relevant licences obtained.
k) Emergency exits, fire extinguishers, alarm points are not obstructed.
l) Adequate walkways are available to allow free and easy access and egress.
m) No gas cylinders or canisters are used on the Premises.
n) Combustible materials are not placed adjacent to heat sources.
o) Equipment is used for the purpose for which it was designed.
p) Electrical equipment is PAT tested and complies with the British standards then applicable.
q) Flammable or hazardous substances are not to be used.
r) No open fires, candles or unauthorised electrical equipment will be used on the Premises.

s) Both schools within the Federation operate a No Smoking policy on the school site (which included the playground, car park, etc.)

t) Furniture, instruments or equipment belonging to the User may only be left or stored on the Premises if stored safely and in accordance with arrangements approved by the Head of School.
u) The Premises must be vacated on time at the end of the Permitted Period and left in a clean and tidy condition and all furniture and/or equipment used must be returned to where it was located at the beginning of the Permitted Period.
v) It complies with the specific obligations set out in the Seventh Schedule.

**8. Damage to Property**

The User undertakes to report forthwith to the School's authorised representative and then either to make good or to reimburse the Governors for the cost of making good (as the Governors direct) any damage, normal day-to-day wear and tear excepted, to the property of the Governors or the School caused by the User, its staff, visitors or clients.

**9. Liability of the Parties and Indemnity**

9.1 Except in so far as the Unfair Contract Terms Act 1977 requires otherwise the Governors will not be liable for any injury (including injury resulting in death) or damage to or loss of property, which may occur to, or be sustained by the User, its assistants, employees, volunteers or agents, children attending any session or others entering the Premises (with the exception of death or injury which may occur by reason of the negligence or the Governors or their servants or agents acting within the scope of their authority).
9.2 The User must indemnify and keep indemnified the Governors and their employees and agents from and against all actions, claims, proceedings, costs, damages, liabilities and expenses in respect of injury to any persons (including injury resulting in death) and damage to and loss of property which may arise from, or in consequence of, the exercise or purported exercise of the use of the Premises by the User (with the exception of death or injury which may occur by reason of the negligence of the Governors or their employees or agents acting within the scope of their authority).

**10. Insurance**

**Use of the facilities is at the hirers own risk**

The public liability insurance policy taken out by Richmond Council with Zurich Municipal covers accidental injury and accidental damage to the Premises or its contents. It provides access to £5m public liability insurance to any non-commercial, non-profit based individual, community group or society who wish to hold an organised event or function in a Richmond Council owned property and do not have their own public liability insurance. However the cover is not intended for commercial organisations which must have separate insurance in their own name and continue to provide evidence of this. Therefore if the User is a commercial organisation it must produce a current Public Liability Insurance Certificate in the minimum sum of £5m per claim and maintain such insurance throughout the Term.

**11. Nuisance**

The User must not (and must ensure that any person entering the Premises during the Permitted Period does not) cause any nuisance or disturbance to the Governors or the School or neighbours.

**12. Licence**

The parties agree that this Agreement is a licence and does not create a tenancy between the User and the Governors.

**13. Assignment and Sub-hiring**

The User must not assign sub-licence the whole or any part of the Premises or the benefit of any rights granted to the User by this Agreement**.**

**14. Statutory compliance**

Each party warrants and undertakes to the other that it will comply with all laws, rules and regulations. This includes but is not limited to complying with:
(a) Health and Safety at Work Act 1974
(b) Race Relations Act 1976 and the Race Relations (Amendment) Act 2000
(c) Sex Discrimination Act 1975
(d) Disability Discrimination Act 1995
(e) Care Standards Act 2000
(f) Data Protection Act 1998
(g) All other discrimination legislation in force from time to time
(h) the Education Acts
(i) Children Act 1989

**Change of Post-holders**

15.1 The User agrees to notify the Governors in advance if any of the User's staff cease to work for the User or if new staff are taken on.
15.2 The Governors reserve the right (acting reasonably) to require the User to withdraw any person from the Premises if they have good cause so to do.

**16. Non-exclusivity**

The Governors have the sole right to decide to whom to let any part of the premises including letting to a competitor or potential competitor of the User.

**Complaints Procedure**

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

- a representative of the school leadership or governing body 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 reporting to the hirer
- the hirer must then follow its own complaints procedure
- further correspondence received about the same complaint will be placed on the agenda of the next premises committee meeting
- the chair of the committee will send a response to the hirer

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
- the hirer has the right to appeal. All appeals must be made in writing and will be presented at the next full meeting of the governing body. The chair of governors will inform the hirer, in writing, of the outcome of any such appeal.

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
- if the complaint is not resolved within 5 working days, the hirer should notify the governing body through the head teacher, in writing
- if the complaint is still not resolved within 5 working days, it will be placed on the agenda of the next premises committee meeting
- if the matter needs urgent consideration, a special meeting of the committee may be convened
- if the complaint continues to be unresolved, the matter will be taken to the next full governing body meeting, following which the chair of governors will send a written response to the hirer

**Appeals**

If the hirer has a letting agreement withdrawn or terminated, they have a right to appeal to the governing body. The appeal should be made in writing and will be presented at the next full governing body meeting. The hirer will be informed of any action and/or decision taken by the governing body. The governing body's decision is final.

Signed by
for and on behalf of the Governors of the Carlisle and Hampton Hill Federation

…….. Signature

……. Printed Name

…… Position at School

Signed by
for and on behalf of the User

……. Signature

……. Printed Name

…… Name of Company

# Fire evacuation procedures

When the fire alarm is sounded (a continuous bell) please proceed to the nearest exit as indicated in the fire procedure notice displayed in every room.  You will be issued with a copy of the Fire Evacuation procedures for the relevant school.

**Hirers**

Hirers should establish an emergency evacuation procedure detailing who will be responsible for taking control in an emergency, calling emergency services and where to assemble. Consideration must be given to the needs of disabled participants. In the event of fire, sound the alarm and evacuate through the nearest fire escape route to the designated assembly point, closing any doors and windows on route and ensuring there is no one left in the building. Do not re-enter the building until the caretaker or fire brigade deem it is safe to do so.