



QUEENS' SCHOOL

Dare to be Great

Lettings Policy

1. Introduction

The Board of Trustees encourages community use of the school and supports the use of school buildings and grounds to generate income providing there is no detrimental effect to the school.

The facilities Queens' School can offer for hire are available to view by prior appointment with the The Estates Manager: Steve Pearson Direct Line: 01923 478233 Mobile: 07791027205 Email: Lettings@queens.herts.sch.uk

2. Aims

- To safeguard the needs of the pupils within the school above consideration of potential lettings at all times.
- To provide a fair system for determining lettings.
- To maintain a safe and secure environment for all users of the site.
- To ensure the school is well maintained, clean, tidy and ready for use at all times.
- To maintain a good reputation for the school within the community by ensuring high standards of behaviour by those using the premises during lettings.
- To offer extra provision for children to attend camps and clubs during the holiday breaks.

3. Criteria for Usage

The criteria for bookings will need to be discussed and decided upon by Estates Manager The Governing Body and Headteacher. On doing so, they will wish to consider such groups as:

- Local Sport Clubs and organisations
- Community Groups
- Parents attached to the school using it for recognised educational purposes
- People living in the school's local community using it for fund raising activities
- Groups associated with the school
- Voluntary organisations and Charities with registration to the Charity Commission
- Self-help groups
- Children's groups
- Youth groups

The Estates Manager, The Headteacher and The Board of Trustees will consider applications from any other user groups on application and reserves the right to attend any booking.

4. Areas for Hire

- Halls
- Fields
- Car Park
- Sports Hall – badminton, netball, volleyball or basketball courts / indoor cricket nets / futsal / trampolining / table tennis
- Dance Studio
- Gym
- Assembly Hall with stage, lighting and sound system
- Hall
- Classrooms
- Tennis/netball courts
- Playgrounds
- Football and Rugby pitches
- Cricket pitches
- Grass areas
- ICT rooms
- Food technology rooms
- Fitness suite

5. Capacity

Capacity of each area/room needs to be agreed by the Estates Manager before starting hiring. Under no circumstances should the capacity be compromised. You must notify the school of any additional furniture used as this could reduce the capacity of the room or restrict a fire exit.

Hiring Opening Times

Available for hire

- 6pm – 10.30pm Monday – Thursday
- 8am –11.00pm Saturday
- 9am- 10.00pm Sunday
- Friday is only available if requested and by consent of the Estates Team.

Usage of School Premises on Bank Holidays

No application for the use of premises shall be granted for Bank Holidays unless by prior arrangement with the Estates Manager and hourly rates agreed.

6. Safeguarding

It is important for Hirers to understand that the facility for hire is a school and in its normal operational day has responsibility for Safeguarding children within their care. This duty also extends to clubs outside of school hours. Therefore, each hire will be considered on an individual basis and the school may request further information as to the nature of the hire and times to help them ascertain if the hire is suitable. If deemed necessary, the hirer may be expected to provide DBS and a Safeguarding Policy. The Board of Trustees reserves the right to audit any hire in their school at any given time. If the activity is found to be compromising the Children’s safeguarding, The Board of Trustees reserve the right to cancel or withdraw the agreement without any prior notice.

7. Roles and Responsibilities

3.1 Board of Trustees

- To develop the lettings policy in accordance with legislative requirements.
- To agree with the Headteacher what facilities can be used for lettings.
- To set lettings charges.
- To ensure the policy and lettings charges are maintained and reviewed. This will be delegated to the Finance committee.
- To delegate the day-to-day management of the lettings policy to the Headteacher

3.2 Headteacher

- To ensure the lettings policy and procedures are followed.
- To oversee lettings with regard to commitments of the Estates Manager, ensure a healthy work/life balance for those directly involved with lettings and to agree/sign-off overtime.
- To monitor the success of lettings and take immediate action should any difficulties arise, mediating in disputes if necessary.
- To regularly update the Board of Trustees of lettings and to review performance including profit and loss.

3.3 Accounts / Estates Manager

- To communicate the lettings conditions and procedures to potential hirers.
- To administer lettings in accordance with the policy.
- To keep up to date records of all lettings and to monitor income.
- To keep up to date copies of required Public Liability Insurance documents.
- To book, confirm and invoice lettings.
- To collect income and arrange for it to be banked promptly.
- To ensure the following information is given to all potential hirers; pricing, lettings conditions, lettings enquiry /booking form, fire safety and evacuation procedures.
- Administer the process for any refunds due when the school has to cancel a let or due to a complaint.
- Authorise refunds of any deposits providing the terms of the let have been met.

4.4 Estates Team

- To prepare the site (school or outside environment) for a letting at least half an hour before the letting commences.
- To ensure that any equipment hired has been maintained in line with Health and Safety standards, carrying out an annual inspection.
- To ensure that equipment is in good working order prior to every hire. It is the responsibility of the Hirer to inspect/check the equipment prior to the hire and report any problems. If problems have not been reported prior to hire, The Board of Trustees reserves the right to charge the hirer for damage. The Hirer may request maintenance reports allowing the school a minimum of 7 days to respond.
- To check that the hirer has left the school as they found it.
- To record and report any health and safety concerns, accidents or near misses to the Headteacher as soon as practically possible.
- To secure the premises as soon as possible after a letting has finished.
- To inform the Estates Manager/accounts by the following day if hirers exceeded their time slot or extra cleaning/damage was caused.
- To complete overtime/additional cleaning timesheets / claim forms – all forms must be completed and handed in to the Estates Manager on Monday of each week.
- To liaise with Accounts regarding additional charges and any necessary withholding of deposits.
- To ensure, as far as he/they can, that any hirer is responsible and reputable, will only be using the school for suitable functions and will have an appropriate number of people on the premises. He/they has the right to refuse permission for any hire, or to put a stop to any hire that, in his/their opinion or the opinion of an agent of the school, is not being properly conducted.

4.5 The Hirer

- Must be over 18 years of age.
- To use bins provided to clear all areas used of rubbish enabling the Estates team to clean in preparation for the next hirer or school activity. If rubbish is not removed there may be an additional cost to hirer. When using a particular room/area it will normally include the use of the furniture/items usually present. At the end of the let, it is the hirer's responsibility, under the direction of the Caretaker/ Estates Manager or other representative of The Board of Trustees to move the furniture/items back to its original position.
- To have responsibility for health and safety issues during the let and must have a valid public liability insurance certificate. All clubs and organisations would be expected to have their own public liability insurance. However, if this cannot be provided by the hirer the school may be able to arrange cover under the school's insurance scheme at the hirer's expense, 5% of the full price of hiring.
- To observe all legal requirements regarding the sale and consumption of alcohol, the performing of plays, the exhibition of films and the playing of music. The gaming and lotteries legislation must also be observed. The hirer may be required to provide proof of compliance with any such requirements. The hirer is also required to comply with the school's no smoking policy.
- To ensure that all areas, prior to hire are inspected and that any defective equipment or issues with the building or grounds are reported to the school. If the school office is not available, the Hirer may wish to call the emergency number of the Estates Manger provided for them. If the Hirer is unable to make contact with a member of the school, they should send an email outlining the deficiency, leaving the date and time of their message. The Hirer should not proceed with the hire if the health and safety compromises their safety.
- Shall not permit any interference with the gas system, pipes, electric wiring, lights switches, or other installations of the school without the previous consent of the Estates Manager in writing. No nails, screws, adhesive tape shall be fixed to the floor, walls, ceilings or any part of the building nor shall any platform or other erection, or any decoration be put up without the previous consent of the Estates Manager in writing.
- Shall confine his/her activities to the facility and equipment hired, and is not to use any other part of the school or grounds and play areas except insofar, as is necessary for access purposes. Hirers must not use any equipment or rooms not covered in this agreement unless the request has been agreed to in writing at least 7 days in advance of the let by the school. User of premises must remember that the school is primarily intended for education and much trouble and work will be saved if the premises are treated with care and respect. Work and equipment should not be touched, and furniture moved only when necessary and replaced in its original position unless otherwise directed.

8. Terms and Conditions

Hiring terms and conditions will be issued to the hirer along with an application form. On acceptance of the booking confirmation will be made with the hirer and deposit taken. Full payment must be made prior to the hiring date for occasional lets. Variations to this procedure are made for regular frequent hirers, at the discretion of the Estates Manager and invoiced monthly. A hiring application form must be completed for long term bookings every 12 months.

The financial accounting for lettings is made through the school's sales ledger and existing credit control measures followed.

Private Property

No responsibility can be accepted by The Board of Trustees for loss of, or damage to, any property, which may be brought onto the premises as a result of the hiring. Consideration must be given to local residents with regard to noise and car parking.

Use and Times

The Hirer shall not use the Facilities and/or services for any purpose other than that specified on the application to hire form, and shall neither enter the premises before, nor leave them after, the times stated on the application form. Hirers must not sub-let.

Licensing

Some activities require specific licences eg Bingo, public entertainment, lotteries and amusement licence and theatre. If the Hirer wishes to provide any of these activities they must obtain a licence for them from Watford & Hertsmere council well in advance of the event, allowing a minimum of 28 days. The Board of Trustees will ensure this requirement is covered in the Terms and Conditions of Hire. Hirers will be expected to outline their intentions on the hire form in nature of the function and once obtained provide a copy of the license required.

Press & Publicity

The Board of Trustees will not permit the Hirer to use the school name or logo in connection with the advertising of any activities of the Hirer without prior request. This extends to press announcements and publicity. This will form part of the Terms and Conditions of Hire.

Event Notices

Hirers holding an event within the school premises may require a temporary event notice. Consultation will need to take place with the school and the council's Event Section regarding such things as:

- Number of people present
- Capacity of the venue
- Marking of emergency exits
- Provision of emergency lighting
- Safety plans

The terms will advise hirers to make contact with the Event Health and Safety section to gain advice on the specific key requirements.

Public Speaking

The Hirer shall not use any loudspeaker system or other equipment outside the premises without having obtained the prior written consent with the Estates Manager.

Alcoholic Drinks

If alcoholic drinks are to be served at a function: The Hirer must inform the school of this at the time of booking the accommodation. The Hirer must also inform the local Chief Officer of Police at least one week before the event. No person may be admitted after 10:30 pm. Adequate supervision must be provided at both the main entrance and all other doors, including fire exits. If alcoholic drinks are to be sold, it is the Hirer's responsibility to ensure that an appropriate licence is obtained and that there is compliance with its conditions. In order to obtain a Drinks Licence, the Hirer should either contact a Local Magistrate (giving at least 2 months' notice) or ask a Publican to obtain a licence (giving at least 6 weeks' notice) The Hirer's attention is particularly drawn to the legal prohibitions on supplying alcohol to persons under 18 years of age.

Cleaning

Wet Cleaning In order to adhere to COSHH regulations The Board of Trustees wishes to take responsibility of the wet cleaning to ensure the safety of children/staff at the school. Under no circumstances should the Hirer provide any wet cleaning or use any products on the building or floor. This cost has been included in the price of the lettings. In the event of a deep clean being required to rectify damage to floors or building, the Hirer will incur additional costs. The Board of Trustees reserves the right to apply these charges at any given time.

Security

If the caretaker is required to manage or maintain the security of the premises, before, during and after the hire and for the cleaning of the premises after its use, this cost will be included in the charge for the letting. Only named key holders may operate the security system. Keys must never be passed to another person without direct permission of the Estates Manager of the school. If the premises are not fully vacated by the time given for the function to end a surcharge may be applied for extra time. If excess cleaning is required there may be an extra charge invoiced to hirers

Fire Regulations

The school will provide the Hirer with a written copy of the school's fire evacuation procedures. The advice will specifically relate to emergency evacuation procedures, fire alarm points, firefighting equipment, assembly points, roll call of personnel and how to summon the schools emergency contact: – Estates Manager Steve Pearson 07791027205 Fire Brigade and emergency services. See also Fire evacuation procedures.

Medical Facilities / Assessment

First Aid and welfare provision are not provided under the Hire Agreement and organisers must make their own arrangements. We have a Defibulator for the public to use located in the main Sports Hall reception area and in the Northside entrance. It is the responsibility of the hirer to risk assess an event and ensure their guests are provided with medical provision if required. The school may require a copy of risk assessment prior to your booking.

Dogs

No dog, other than a guide dog or for educational purposes with prior permission, is allowed on the school site.

No Smoking Policy

Smoking is NOT permitted in any part of the school at any time including the school grounds.

9. Charging/Payment

- Hiring starts from £22 per hour and minimum hiring for all areas is for 2 hours.
- The hourly letting charge is set and reviewed bi-annually by the Finance & Premises Committee.
- The costs of hire includes:
 - Heating and lighting
 - Cost of wear and tear
 - Cost of use of school equipment
 - Cleaning as specified by the school
- Where applicable additional charges will be made for Cleaning/Staffing /Storage
- Where applicable due to COVID-19 hirers may be asked to clean and sanitize all area used after hiring and extra time allowance may be given as arranged by the Estate Manager
- Special rates may be negotiated individually for longer term agreements.
- Where possible there will be no charge for use by the PTA for PTA events, however this is by the discretion of the Estates Manager. A booking form must be completed and a copy of their Public Liability Insurance certificate attached.
- Payment and dates will be agreed before the date of hire. Payment must be made at least one week before the start of the letting period for an occasional use let.

- Failure to pay the invoice will result in the application for the let becoming void.
- Failure to make payment in good time will also result in further bookings being rejected until the account is settled and may result in a claim via the small claims court to recover monies owed to the school.
- Any damage to school property caused by the Hirer or during the Hirer's letting must be paid for by the Hirer.
- In the event of either damage or additional cleaning, an invoice will be raised for an additional payment.
- Receipts are issued on request for all lettings payments and details are kept with a copy of the invoice on the hirers account.
- Relevant staff will complete any overtime claim forms on a weekly basis for authorisation by the Estate Manger. Copies of the overtime claim forms are filed.

Deposit

A minimum deposit of £100 will be required to guarantee bookings at the time of application. The deposit will be returned after the event.

Changes in Charges

The Board of Trustees reserve the right to change the charges for use of the accommodation prior to the hiring, including after the acceptance of application form and deposit. The Hirer shall be entitled to terminate the hiring by notice in writing within one week of receiving the notice of the change, and any deposit paid shall be refunded. Our prices are reviewed by The Board of Trustees annually in May and any changes take place in September.

Payments

Payment of the full amount of the charge for the use of the accommodation and services shall be made before the date on which the accommodation and services are to be used by the hirer for occasional use. For continued lettings an invoice will be sent monthly or termly in advance and payment is due within 21 days of invoice date.

Non-Payment

The Estates Manager or The Board of Trustees reserve the right to refuse any application or terminate the agreement at any time for non-payment. If the premises are not fully vacated by the time given for the function to end, a surcharge will be made for extra time.

Vat

The school is constrained by law to apply vat where appropriate. The Accounts department will record the type of hire, different areas of the school and different hire times/block bookings to ensure the right amount of vat is applied if applicable.

10. Refunds and cancellations

The Estates Manager must be notified of any cancellation at least 7 days prior to the date of let. However, notification at the earliest possible time is appreciated. For larger events a minimum of 21 days notice is required and this will be discussed at time of booking with the Estates Manager.

A cancellation charge or part/full refund will only be given by the discretion of the Estates Manager.

Where a cancellation is made by the Queens' school, the Hirer will be entitled to a full refund. Queens' School will endeavour to notify the Hirer at the earliest possible moment, 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: Cancellation conditions may need to be changed at short notice due to COVID-19.

The Board of Trustees right to cancel permission granted to the use of premises:

- If the Hirer has breached the Terms and Conditions of the Hire Agreement.
- If any damage has been caused to the premises or property.
- If any person or child has been hurt or put in danger or died as a result of the Hirer's activities.
- If any information has been withheld as to the nature of the hire prior to hire.
- If The Board of Trustees deems the nature of the hire inappropriate for a school premises.
- If for any reason the Local Authority deems it necessary to cancel the hire.
- If for any reason the school closes, no compensation will be paid to the Hirer without the agreement of The Board of Trustees. Any fees paid may be refunded with permission of The Board of Trustees.
- If the Hirer defaults on payment for the hire.
- The Hirer goes bankrupt.

In the event of any cancellation or termination of a hire by the school for the reasons above or for any other reasons (e.g. failure in the heating arrangements), a proportionate part of the payment (or in the case of cancellation before the hire starts, the whole payment) representing the payment for the unexpired period of the letting shall be refunded to the Hirer. Any such refund shall be accepted in full satisfaction of any loss or damage caused by the cancellation and The Board of Trustees shall have no further liability in that respect.

11. Insurance

The Board of Trustees expects all those who hire the school to provide their own Public Liability Insurance and where required Employers Liability Insurance as a Condition of Hire.

- The insurance must protect the hirer against third party claims for loss, damage, injury or death arising out of the use of the premises for no less than 5 million.
- The hirer shall supply the school with a certificate 1 week prior to the date of expiry.
- The Accounts department/ Estates Manager will check that the hirer's insurance is valid (in date) and covers no less than 5 million. A copy will be taken and held on file for every hirer.
- Hiring will not start/take place until the Public Liability Insurance is in place and a copy is with the Accounts department.
- The Board of Trustees or Accounts department reserves the right to request production of a receipt of payment for the insurance from the Hirer to verify the certificate has not been subject to cancellation. No application will be granted for any purpose which may jeopardise the insurance of the school.

12. Liability

The Hirer shall indemnify the school from and against all costs, claims, expenses or damage incurred or suffered by the school arising either directly or indirectly out of the use by the Hirer of the hired accommodation and equipment at the school.

Reasonable care shall be taken to protect any surface or equipment which is likely to suffer damage as a result of hire. Even though the cost is repaid. No to considerable inconvenience is caused for other persons wishing to use the building. The Board of Trustees wish to emphasise, therefore, that it is the responsibility of the Hirer to ensure that maintenance is kept in order, and in particular the cleaning of the premises at the end of the function (if applicable). Any misconduct by any person attending the function may result in the Hirer and his/her organisation being refused further bookings.

13. Complaints

If the Hirer is dissatisfied with any aspect of the service, they should at their earliest convenience, attempt to resolve this with the staff at the school. If the matter is unresolved, the complaint must be submitted in writing to the Estates Manager who will aim to inform the hirer of the outcome within 10 school days. Where the Estates Manager has failed to satisfy the complaint, the Headteacher or The Board of Trustees may review the case.

14. Linked Policies

- Health and Safety Policy
- Child Protection Policy
- Evacuation Policy

Governor approved: February 2021

Review date: February 2024

Queens' School (Bushey) Ltd (registered number: 076506090)

Appendix A
Fire Evacuation

Appendix B
Booking Form with Hiring conditions