



THOMSON HOUSE SCHOOL

Thomson House School Lettings and Community Use

Agreed by: Governor's Finance and General Purposes Committee

Date: January 2017

Review Cycle: Three years

Next Review Date: January 2020

All the Thomson House School policies should be read in conjunction with the Equality Policy

If you require a copy of this document in large print, Braille or audio format, please contact the School Business Manager

Introduction

The Governing Body regards the school buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Body is to support the school in providing the best possible education for its students, and any lettings of the premises to outside organisations will be considered with this in mind.

The school's delegated budget (which is provided for the education of its students) will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the school in respect of any lettings of the premises. As a minimum, the actual cost to the School of any use of the premises by an outside organisation must be re-imbursed to the school's budget.

Definition of a Letting

A letting may be defined as "any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of 'Weight Watchers')". A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its students.

Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of students supervised by School staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

Charges for a Letting

The Governing Body is responsible for setting charges for the letting of the School premises. A charge will be levied which covers the following:

- Cost of services (heating and lighting);
- Cost of staffing (additional security, caretaking and cleaning) - including "on-costs";
- Cost of administration;
- Cost of "wear and tear";
- Cost of use of school equipment (if applicable); ☐ Profit element (if appropriate).

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations involved.

The school is interested in attracting new hirers and is therefore willing to offer introductory rates which will allow the school to cover its costs and make a small profit whilst charging the hirer a rate that allows them to grow their business

The Headteacher in consultation with the School Business Manager will agree with the hirer an appropriate charge for the facilities that are required by the hirer. The rates charged will be reported to the FGP on a termly basis in order for them to monitor that the school is receiving appropriate remuneration for letting its premises.

Management and Administration of Lettings

The Headteacher is responsible for the management of lettings, in accordance with the Governing Body's policy. Where appropriate, the Headteacher may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Headteacher has any concern about whether a particular request for a letting is appropriate or not, he will consult with the Chair of the FGP Committee (or alternative, as appropriate), who is empowered to determine the issue on behalf of the Governing Body.

The Administrative Process

Organisations seeking to hire the School premises should approach School Business Manager, who will identify their requirements and clarify the facilities available. An Initial Request Form (a copy of which is attached to this model policy) should be completed at this stage. The Governing Body has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given in writing. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved, a letter of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement. The letting should not take place until the signed agreement has been returned to the School. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Governing Body's current scale of charges. (School may wish to seek payment in advance in order to reduce any possible bad debts.)

The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All lettings fees which are received by the School will be paid into the School's bank account, in order to offset the costs of services, staffing etc (which are funded from the School's delegated budget). Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved.

Hours of availability

The school buildings will be available for community use/hire in the evenings, weekends and school holidays. The precise hours will depend on the nature of the hirer, but there will be no use before 6 p.m. on weekdays during term time.

Vernon Road

There are no planning restrictions on the use of the Vernon Road building. Vernon Road is available for Community Use between the following hours.

Term time	
Monday to Friday	18:30 to 22:00
Weekends and Bank Holidays	09:00 to 22:00

School Holidays

Monday to Friday	08:30 to 22:00
Weekends and Bank Holidays	09:00 to 22:00

Sheen Lane

The use of the Thomson House Building at 27 Sheen Lane must comply with planning restrictions to avoid disruption to residents. These state:

'No children shall be accommodated on the site on any Saturday, Sunday or Bank Holiday nor before 7:30am or after 6:00pm on Mondays to Fridays.

REASON: To safeguard the amenities of nearby occupiers and the area generally.

Term time

Monday to Friday	18:30 to 22:00 (adult groups only)
Weekends	09:00 to 22:00 (adult groups only)

School Holidays

Monday to Friday	08:30 to 22:00 (children groups prior to 18:30)
Weekends	09:00 to 22:00 (adult groups only)

TERMS AND CONDITIONS FOR THE HIRE OF THE SCHOOL PREMISES

All terms and conditions set out below must be adhered to. The “Hirer” shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

Status of the Hirer

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the School to them or of creating any tenancy between the School and the hirer.

Persons may have to undergo, at the discretion of the Governing Body, a Disclosure and Barring Service check (DBS). If a particular letting involves contact with the School’s students, all personnel involved must be checked in accordance with current DFE guidance. These checks must be made by prior arrangement with the Headteacher.

Priority of Use

The Headteacher will resolve conflicting requests for the use of the premises, with priority at all times being given to School functions.

Attendance

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.

Behaviour

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

Public Safety

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the Hirer must adhere to the correct adult/pupil ratios at all times.

Own Risk

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

Damage, Loss or Injury

The Hirer warrants to the Governing Body that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for

which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £2 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

Neither the School, nor the Local Education Authority, will be responsible for any injury to persons or damage to property arising out of the letting of the premises.

Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

School Equipment

This can only be used if requested on the initial application form, and if its use is approved by the Headteacher. Responsible adults must supervise the use of any equipment which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of school equipment they are using, and for the equipment's safe and appropriate use.

Electrical Equipment

Any electrical equipment brought by the Hirer onto the school site MUST comply with the code of practice for portable electrical appliance equipment. Equipment must have a certificate of safety from a qualified electrical engineer. The intention to use any electrical equipment must be notified on the application.

Toilet Facilities

Access to the School's toilet facilities is included as part of the hire arrangements.

First Aid Facilities

There is no legal requirement for the School to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the school's resources is not available.

Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of the Governing Body, in line with current food hygiene regulations. All litter must be placed in the bins provided.

Intoxicating Liquor

No intoxicants shall be brought on to or consumed on the premises.

Smoking

The whole of the school premises including grounds (car-parks, the piazza, sports pitches) are non-smoking areas, and smoking is not permitted.

Copyright or Performing Rights

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the school against all sums of money which the school may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

Sub-letting

The Hirer shall not sub-let the premises to another person.

Charges

Hire charges are reviewed annually, a full quotation will be provided on request.

Variation of Scales of Charges and Cancellations

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Governing Body on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days' notice either way is given.

Security and Site Supervision

The Governors will hire and pay for a person to be responsible for the security and supervision 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. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Governing Body of the School.

Right of Access

The Governing Body reserves the right of access to the premises during any letting. The Headteacher, School Business Manager, or members of the Governing Body may monitor activities from time to time.

Conclusion of the Letting

The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged.

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult. In the event of an emergency, occupants must follow the emergency evacuation procedures displayed in each location. The Hirer must have immediate access to participants' emergency contact details, and may use the telephone in the School office in the event of an emergency. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

SCHOOL LETTING - INITIAL REQUEST FORM

Name of Applicant: _____

Address: _____

Telephone Number: _____

Name of Organisation: _____

Activity of Organisation: _____

Details of facilities to be hired: _____

Start Time: _____

Finish Time: _____

(Please allow time for your preparation and clearing up)

Dates Required: _____

Use of School Equipment (please specify your request): _____

Details of any Electrical Equipment to be brought: _____

Maximum Number of Participants: _____

Age Range of Participants: _____

Number of Supervising Adults: _____

Relevant Qualifications of Supervising Adults: _____ Where applicable have DBS checks been carried out?

The Hirer confirms that adequate and appropriate insurance cover is in place for the activity to be carried out (see Terms and Conditions for further details).

The Hirer confirms that arrangements are in place with reference to First Aid (see Terms and Conditions for further details).

The Hirer undertakes to comply with the regulations regarding the use of own electrical equipment (see Terms and Conditions for further details).

Any other relevant information:

I confirm that I am over 18 years of age, and that the information provided on this form is correct.

Signed: _____ Date: _____

Position: _____

HIRE AGREEMENT

1. The Governing Body of Thomson House School, Vernon Road, SW14 8NH
2. The Hirer: _____
Address: _____

Telephone number: _____
3. Areas of the School to be used: _____

4. Specific Nature of Use: _____
5. Maximum Attendance: _____
6. Details of any School Equipment to be used: _____

7. Date(s) of Hire: _____
8. Period(s) of Hire: _____
9. Fee (specify per hour or per session): £ _____
10. The Governing Body agree to hire the premises to the Hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified.
11. The Hirer accepts all the conditions of hire as set out in the attached Terms and Conditions document.
12. The Hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to obtain suitable insurance cover for any loss, damage or injury.

Signature: _____ (The Hirer)

Signature: _____ (On behalf of the Governing Body)

Date: _____