



ASPIRE | COMMIT | SUCCEED

Lettings Policy

Date of Policy: Autumn 2022

Next Review Date: Autumn 2023

Finance & Premises Committee

The School will ensure that the policy is applied fairly to all employees and does not have a negative impact in relation to the school's equality strands: race, sex, religion and belief, sexual orientation, age, disability, gender reassignment, marriage and civil partnership and pregnancy and maternity.

Introduction

Alperton Community School wishes to make its premises available for community use in order to maximise the use of the buildings outside of school hours and generate income for the school. The Governing Body regards the school buildings and grounds as a community asset and will make every effort to enable them to be available for the delivery of extended services including community use. The Governing Body acknowledges that extended services, including community services, support and compliment the main teaching and learning activity within the school and contribute towards raising standards.

The school manages all its bookings online through the 'School Hire' website. The availability, maximum capacity and rates for hiring each area are outlined online – <https://alperton.schoolhire.co.uk/>

Responsibilities

Overall responsibility for school lettings is held by the Governing Body who will monitor the policy through the Finance and Premises committee. The Headteacher has responsibility to ensure adherence of the policy and day to day management responsibility for the policy is delegated to the Director of Finance and Resources. Headteacher/Director of Finance and Resources has the delegated authority to agree nominal reductions in charges on exceptional circumstances & inform the Finance and Premises committee in the next meeting.

Charges & Bookings

All charges are to be reviewed annually and set at a commercially viable rate ensuring that the school budget share is not subsidising the cost of any letting. Registered Charity / Non-Profit Community Organisation and school staff using the facilities are charged at preferential rates. The charges for each site have been set based on the site maintenance costs and upon market comparison of similar facilities. The current charges are as outlined in Appendix I.

Refundable Security Deposits

All hirers are required to pay a minimum of £600 security deposit which will be refunded in full if all the Booking Terms and Conditions are met.

Deposits are usually refunded within 30 days after the completion of the hire subject to any deductions as required.

Payments

Any booking requests are only accepted after the full deposit amount is paid while making the booking request on school hire booking system. Any balance outstanding has to be paid in full at least 4 weeks prior to the date of the booking for the booking to be valid. All payments for lettings should be made in advance on the school hire website or an online transfer to the school bank account via the link on school website. No cash or cheque payments are accepted unless otherwise agreed in exceptional circumstances by the Director of Finance and Resources and any such payments should be handed by the hirer in person to the finance office who will issue a receipt.

Cancellation

The School reserves the right to cancel any event if there is a need for School use of those facilities or to deal with any maintenance emergency or inaccurate / incomplete information provided while booking which is a cause for concern to the school or any other reason in the interest of the school. In these circumstances, a full refund will be made as long as the hirers have not intentionally misled the school. The School has no further liability in this respect. However, the School will make every attempt to avoid this. If cancellation by the School is due to any other reason e.g. abuse of facilities or late payments, any refund due shall be made only after costs incurred by the School have been deducted.

Minimum £100 will be charged towards admin costs for any cancellations of confirmed bookings.

Refund for cancellation by the	Full refund (excl admin no refund	Minimum 4 weeks' notice less than 4 weeks' notice
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Public Liability Insurance

The School has arranged adequate insurance for its property and public liability insurance against injury, loss or damage caused to third parties or third party property.

If the Hirer is a for-profit organisation, Public liability insurance (limit of indemnity of at least £5,000,000) must be arranged by the Hirer and must provide proof of such at the time of booking, to protect themselves against claims of this nature, which may be made against them by the School or other third parties.

Where the Hirer is an individual or a non-profit making organisation, Public Liability Insurance cover is available through the school except any long term lettings. **Any insurance excess charges payable due to an insurance claim will be payable by the hirer.**

Statutory Requirements, Licenses and Permissions

The Hirer shall adhere to all laws relating to Health and Safety, Equal Opportunities, sale of alcohol and other items, Public Entertainment and noise nuisance. The Hirer shall obtain any license and permission necessary for the event, with or without a paying audience.

Profit Making Event

Hirer shall be permitted to make profit at their event however that intention must be stated when making the booking request. The school reserve the right to impose further conditions at the time of application to Hire.

Duty Staff

The School staff in attendance during the event shall ensure the Conditions of Hire are adhered to. Duty Staff are not empowered to change the Booking Conditions. Duty staff are not permitted to accept cash.

Health & Safety

Smoking or Vaping is strictly NOT allowed **in any part** of the school site, both indoors and outdoors.

Hirers are responsible for arranging any first aid provision for the members of their organisation. In the event of an emergency, first aid items are available from the site staff.

The school's telephone system may be used in the event of an emergency.

The school reserves the right to cancel / cease any letting where the hirer fails to comply with Fire and/or Health and Safety Regulations.

See Appendix 1 for Rates for hire of school facilities

See Appendix 2 for Booking Terms and Conditions

Appendix I

- **Please note Maximum number of guests as below**

Ealing Road Hall – a maximum of 240 - 320 guests depending on the layout

Ealing Dining Hall – a maximum of 240 - 320 guests depending on the layout

Stanley Avenue Hall – a maximum of 250 - 350 guests depending on the layout

Charges for facilities

1. Registered Charity / Non-Profit Community Organisation / Event (Preferential Rates) Over 150 Guests OR Individual/Private Organisation for Under 150 Guests

Ealing Road / Stanley Avenue - Hall OR Dining Hall Hire £375 for the first 3 Hours;
10% discount for bookings of 5 or more hours

Ealing Road / Stanley Avenue Dining Hall or Hall (additional to Dining or Main hall hire) – £200

Ealing Road / Stanley Avenue Car Parking – Upto 55 spaces Included as part of Hall Hire

Stanley Avenue - Kitchen - £130 per booking

Ealing Road - Kitchen - £250 per booking

Standard Cleaning charges £75 per booking; Extra Cleaning and/or waste disposal if required £100 additional per booking

Sunday Hire costs an additional £25 per hour

2. Individual Or Private Organisation for Over 150 Guests

Ealing Road / Stanley Avenue - Hall OR Dining Hall Hire £500 for the first 3 Hours;
10% discount for bookings of 5 or more hours

Ealing Road / Stanley Avenue Dining Hall or Hall (additional to Dining or Main hall hire) – £200

Ealing Road / Stanley Avenue Car Parking – Upto 55 spaces Included as part of Hall Hire; Over 55 spaces up to 120 spaces - £100 per booking

Stanley Avenue - Kitchen - £130 per booking

Ealing Road - Kitchen - £250 per booking

Standard Cleaning charges £75 per booking; Extra Cleaning and/or waste disposal if required £100 additional per booking

Sunday Hire costs an additional £25 per hour

3. Only Car Parking

Stanley Avenue - £60 per hour for up to 60 spaces

Ealing Road - £60 per hour for up to 55 spaces

£80 per hour for over 55 spaces up to 120 spaces

Long Term Lettings

Quote can be provided on request for any long term letting enquiries and would depend on number of hours, classrooms and the day of the week they are required.

Appendix 2

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.

General Conditions

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. The Hirer must be over the age of 18 years and must sign the application form to confirm acceptance of these booking conditions. 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.
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. If the hirer breaches any of the terms and conditions the school reserves the right to terminate the licence and retain any fees and advances already paid to the school, without affecting any other right or remedy available to the school under the licence or otherwise.
13. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.

14. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property.
15. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running. This includes a risk assessment for COVID-19.
16. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
17. The hirer and the individuals participating are responsible for adhering to the latest government guidelines on COVID-19 at all times.
18. 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.
19. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
20. 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.
21. Full Payment for hire must be received by the school no later than 4 weeks prior to the date of proposed use (for one-off bookings only), remittances to be sent to The Finance Officer, Alperton Community School, Stanley Avenue, Wembey, Middlesex HA0 4JE :-
 - i. Cheques should be made payable to 'Alperton Community School'
 - ii. Electronic transfer - Bank: BARCLAYS Bank PLC
 - iii. Sort Code: 20-93-02 A/C No. 63185567
 - iv. Card payments through the booking system - <https://alperton.schoolhire.co.uk/> or school website - www.alperton.brent.sch.uk
22. Alperton Community School reserves the right to:
23. cancel the letting at any time without reason and in such event shall not be liable for damages or otherwise in respect of such cancellation. (Alperton Community School will endeavour to find suitable alternative accommodation or, if possible, re-arrange the date.)
24. cease the letting if the Hirer fails to comply with the Fire Safety and/or Health and Safety Regulations
25. Authorised Officers of the School may enter the premises at any time for any reason during the period of the letting.
26. The Hirer is responsible for the area of the premises hired and access and exit routes for the period of the hire.
27. It is the responsibility of the Hirer to ensure that the accommodation used is left in a clean, neat and tidy condition and any waste produced at the event is collected and disposed off in the school bin collection area. If, in the opinion of the site team, the premises are not left clean, we will arrange for the additional cleaning of the premises and the cost will be recovered from the Hirer.
28. The Hirer will be responsible for ensuring that the School's property and equipment is not interfered with in any way. No adaptations, modifications, or additions may be made to any part of the school electrical installations.
29. Any damage, litter or disorder upon your arrival at the premises should be reported to a Caretaker on site and later to the School Facilities Manager or Finance Officer.
30. When specifying the time required on the application form the Hirer should include the preparation time and clearing up time required. If, due to unforeseen circumstances, a booking period exceeds the stated time, this will be recovered from the Deposit and may result in further charges to the Hirer.

31. The premises may normally be used only between: 8.00am to 11.00pm.
32. Be considerate to our neighbours and as it gets late, remember to turn down the volume of your audio systems & ensure guests stay inside the building, keeping windows and doors closed. Ensure speakers are kept inside and that your guests leave quietly – shouting and slamming car doors can be particularly annoying. All audio systems must be shut off at the latest by 10:30 p.m.
33. The Hirer shall not sell intoxicating liquor on the premises without having previously obtained the necessary licences and approvals, which shall be produced to the School Facilities Manager or Finance Officer. Copies of such licences must be given to the School at least one week prior to the date of hire.
34. No additional staging, curtaining or scenery may be erected without the previous consent in writing of the Premises Manager and/or Finance Officer and any such alterations and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the Facilities Manager and shall be reinstated forthwith at the expense of the Hirer to the School's satisfaction. All curtaining or scenery shall be rendered non-flammable. Stage scenery and other effects must neither be brought onto the School's premises nor taken away while the school is in normal use. Storage facilities cannot normally be provided.
35. Any property not removed by the Hirer at the end of the letting may be removed by the School at the Hirer's risk, the cost of such removal together with the School's storage charges being recoverable from the Hirer.
36. All public announcements of any function or event for which the hiring is made and all admission tickets and other documents issued in connection therewith shall contain in a conspicuous position the name and address of the Hirer and the purpose of the event.
37. The School has arranged adequate insurance for its property and public liability insurance against injury, loss or damage caused to third parties or their property.
38. Public liability insurance (limit of indemnity of at least £5,000,000) must also be arranged by the Hirer if they are a profit-making organisation and must also provide proof of such at the time of booking, to protect themselves against claims of this nature, which may be made against them by the School or other third parties.
39. Where the Hirer is an individual or a non-profit making organisation, Public Liability
 - a. Insurance cover is available through the School except any long term lettings.
Any
 - b. insurance excess charges payable due to an insurance claim will be payable by the hirer.
40. Any cancellation must be made online (<https://alperton.schoolhire.co.uk/>) at least a month before an event is due to take place. Failure to comply with this stipulation may result in the school refusing to consider future requests for bookings.
41. Cancellation fees (for one-off bookings only): cancellation fees will be applied as follows:-
 - a. Four weeks before the event – full refund
 - b. Less than two weeks before the event – no refund will be payable
42. A refundable security Deposit will be required for all lettings. This will be returned providing no breach of any term or condition should occur. School reserves the right to retain the deposit for any damage/loss/amendment/alteration.

Health and Safety

1. Strict **NO SMOKING OR NO VAPING** condition applies within the Alperton Community School premises including car park and outdoor areas.
2. Permission to use the premises will not be granted / will be revoked if, in the opinion of Alperton
3. Community School, it is likely that the occupation would create unreasonable disturbance or
4. inconvenience to the residents in the neighbourhood or interferes with the existing occupation
5. or with the School's activities.
6. Fireworks or any naked flame are strictly not permitted anywhere on the School premises, inside or outside. Any such requirements can be discussed with the School in advance for consideration and a written approval obtained, if agreed.
7. The Hirer must secure the preservation of law and order and take all reasonable steps to prevent injury, loss, or damage to any person or property on all occasions during the hire.
8. The Hirer must arrange for an adequate number of responsible stewards to be present throughout the period of hire to assist in the preservation of order. At no time during the hiring may the number of persons present exceed the maximum stated in the application form or stipulated in the acceptance.
9. The Hirer is responsible for arranging any First Aid provision for their organisation's
10. members or guests whilst on the premises.
11. Where permission has been granted to enable the premises to be used for the purposes of a
12. youth organisation, no member of the organisation may enter the premises unless the Hirer (or deputy previously notified to the School) is present on the premises and members of the organisation may remain on the premises only as long as the Hirer or deputy is present on the premises.
13. Chairs and furniture may not be removed from any rooms without written permission of Facilities Manager. Additional chairs can be provided upon request.
14. The Facilities Manager must be advised if food is to be brought onto the premises. The use of the School's Canteen/Kitchen is available for Hirers but cooking is not permitted unless agreed in advance. Burners on top of the cookers may be used to boil water or re-heat food. The ovens may be used to keep food warm, providing instructions for usage have been given by the school and they are correctly switched off at the end of the hire. Sinks may be used but not the dishwasher. No other equipment such as pans, cutlery or plates may be used or moved. The kitchen, including cookers, work-tops, sinks and floors must be left in a clean and tidy condition, any failure to do so will incur extra cleaning costs.
15. The use of car parking facilities on the school's site is allowed but spaces are not
16. guaranteed. All cars are parked at owners' own risk. The parking of vehicles should be such
17. that it would not impede the easy passage of emergency services or obstruct residents' driveways
18. or park on grass areas. No Coaches are permitted onto the school grounds. The use of any preparation or material for the purpose of preparing a floor for dancing is not allowed as they may make the floor dangerous for normal use. Any electrical items

brought on site must be tested by a qualified electrician and marked as such to comply with Health and Safety Regulations.

19. The Hirer agrees to pay to Alperton Community School on demand, the cost of repairing or making good any loss or damage (fair wear and tear excepted) arising out of or incidental to the hiring.
20. All long-term hirers of the premises are advised to have their own Fire and H&S risk assessments carried out bearing in mind their usage of the building. The school is happy to advice and share the school copies if requested.

Safeguarding

21. School is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.
 22. It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.
 23. 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.
 24. The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.
 25. The hirer confirms that, should any safeguarding concerns present themselves during the hire of the school premises, they shall contact the school Facilities Manager on 07852 141921 as soon as reasonably practicable.
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Site Team Duties for Lettings

The site team member on duty for the letting is responsible for making sure before and at the end of the letting that:

- the premises are open and ready to use at the agreed times as stated on the application form;
- all fire exits are open and kept clear all times throughout the letting. Route to the Assembly points are clear and any gates are opened as part of the routine to open/close fire exits;
- room(s) to be hired are unlocked and checked to be in a safe and satisfactory condition for the hire.
- security of the site at all times while the letting is taking place is ensured. To regularly patrol the premises and monitor the entrance(s) being used. All other entrances not part of the letting will be kept locked, except those required as fire exits;
- the premises are checked before and at the end of your letting (with a representative from the hirer), for damage and to ensure that the premises have been left in a clean and tidy condition;
- any locations hired by more than one group on the same day should be checked in-between each letting;
- when the kitchen facilities are booked, ensure the hirers know or are trained how to use the appliances and that they are correctly switched on/off
- ensure that any school equipment/furniture or appliances that are used are in working condition and that there are no damages or faults at the end of the letting;
- ensure that users of the site do not behave in a manner likely to cause injury to themselves or others or result in damage to the buildings or contents or cause any nuisance to the neighbours;
- report any over-runs or damages or any other deductions required to the Finance Officer,
who will deduct the cost from the deposit or invoice the Hirer accordingly;
- in the event of an emergency, telephone for assistance (e.g. ambulance, etc.) and
assist the organisation(s) on the School's site;

Site member on duty must remain on site for the duration of the event, and if they are not in the site office, they will be contactable on their site mobile phones 07845 201 482 for Stanley Avenue site or 07845 201 605 for Ealing Road site

Important Note – The Duty member of the Site Team is not allowed to change the start or finish time of a letting or change any of the Conditions of Hire without first advising/seeking approval from Facilities Manager or the Finance Officer.