



## Hillcross Primary School

# Lettings Policy

### Mission, Vision and Culture

At Hillcross we enable our children to think differently, aim high and achieve.

Through our school culture of high aspiration, embracing challenge, collaboration, shared responsibility and respect for each other, we aim for Hillcross to be the number one school of choice for the local community. Our outstanding practice in all we do alongside our dynamic and ambitious curriculum provides all our children with rich opportunities and experiences for high quality learning and wider personal development.

Hillcross Primary School is committed to safeguarding and promoting the welfare of children - the welfare and well-being of our pupils is paramount.

### **1 Introduction**

1.1 The governing body of Hillcross Primary School adopted this lettings Policy and the appendices below at its meeting in **March 2019**.

1.2 The Governing Body of Hillcross Primary School (hereafter referred to as 'the Governing Body') believe that education is the prime purpose of the school. However, we are keen to see the school and its facilities be of benefit to the whole community.

1.3 As such, it is the desire of the Governing Body that these facilities are made available to local groups and professional organisations, provided that this does not conflict with the work of the school, the interests of its pupils or the wellbeing and workload of its staff.

1.4 The Governing Body recognises and supports the following principles:

- a) The school premises represent a significant capital investment and should be fully utilised;
- b) The school premises are a valuable community resource;
- c) Use of the school premises for educational purposes should be given priority when lettings are considered;
- d) Making a profit from private or commercial lettings is desirable, but is not the primary objective when letting for educational activities.

### **2 Overview**

2.1 This document details the lettings policy and procedures of the school, available facilities and the roles of both the Governing Body and users of school facilities (hereinafter referred to as 'the Hirer'). It also sets out the current scale of charges.

2.2 The use of the school premises at all times outside the school day is under the control of the current Governing Body (Education Act 1986 – Section 42, No. 2)

2.3 Having regard to our duty under the Equalities Act 2010 (but without prejudice to our duties under the Representation of the People Act 1983) the Governing Body will not let the school premises to organisations whose purpose is, amongst other things, to encourage discrimination and/or disharmony between persons



## Hillcross Primary School

different groups and those with protected characteristics, or are otherwise involved in activities prejudicial to good community relations.

2.4 We take seriously our duty of care to our pupils and staff which includes safeguarding them from the risk of being drawn into terrorism - this includes not just violent extremism but also non-violent extremism, which can create an atmosphere conducive to terrorism and can popularise views which terrorists exploit. Open source checks are carried out by the school to ensure that school premises are not used for to promote negative views such as extremism. The final decision on compliance lies with the Governing Body.

### 3 Policy

3.1 It is the intention of the Governing Body that:

- a) Private functions at weekends will finish at 10.00pm, for all lets. Only family based functions will be accepted, e.g. children's birthday parties or wedding anniversaries.
- b) The weekday lettings calendar will be managed such that lettings will be required to finish at or before 9 pm.

3.2 From Monday to Friday school facilities may be used for community use for extra-curricular sports, recreation and teaching purposes.

3.3 In deciding whether or not to let the premises, the school will consider the likelihood of damage or nuisance that may be caused, or arise at any time, as a result of the letting.

### 4 Responsibilities

4.1 The responsibilities of the school and the hirer on entering into a letting agreement are laid out below.

#### 4.2 Responsibilities of the School

The school will:

- Ensure that the space hired is open and ready for use at the beginning of the hire session
- Agree a system to facilitate communication with school staff if and when needed
- Report to Governors to inform them of activities and ensure that partner organisations are recognised and acknowledged (where appropriate)
- Provide access to appropriate whole school policies including Health and Safety, Child Protection, Accident/Incident Reporting and Equal Opportunities
- Consider all applications providing that Hirers adhere to and are able to comply fully with the terms and conditions set out in this policy and any documents referred to herein.

#### 4.3 Responsibilities of the Hirer/Service Provider

##### 4.3.1 *Activities*

- Where the Hirer is a Service Provider, all services must be appropriately planned and delivered a minimum of 4 weeks in advance to the Head Teacher or School Business Manager.
- Where school resources are requested to be used, this will be at the discretion of the headteacher. Adequate notice must be given, and, if agreed, the responsibility for damage to any school property remains with the hirer.
- Suitable and sufficient risk assessments must be undertaken for each activity.



## Hillcross Primary School

- All participants must be adequately supervised during the session, encouraged to attend promptly, remain for the duration and leave the building promptly at the end.
- **Young people must never be left unattended.** Parents/carers or an alternative agreed contact must be informed **immediately** if any young person leaves a session.
- Staff and participants should be made fully aware of fire drill procedures and any other safety arrangements.
- Service providers shall maintain relevant records which can be made available to the school including a register of attendance and a record of activities per session.
- The Hirer is required to hold details of emergency contacts and medical needs for each participant (where parental responsibility is being assumed by the Hirer).
- If any activity involves a trip off school premises, a Service Provider must follow the local Authority's guidelines.
- Premises should be left in the condition in which they are provided.
- No sub-letting will be accepted at any time. This will result in no further lets to the Hirer.

### 4.3.2 Staffing

- Where the Hirer is a Service Provider, the school asks for evidence that they follow safer recruitment best practice when employing staff.
- Staff must be suitably qualified and experienced and have undergone DBS checks (Enhanced Disclosure). No adult without CRB/DBS checks can be involved in any work with children or in a let involving children on school premises.
- All staff must have read and signed to say they have understood the most recent version of Keeping Children Safe in Education.

### 4.3.3 Pastoral Issues in Relation to Children

- In any situation where a Service Provider becomes aware of an issue which concerns a child's safety or well-being in relation to Child Protection issues, the Service Provider shall inform the Head Teacher if the activity is taking place during school hours or the borough Emergency Duty Team if outside these times.
- Staff must be aware that they cannot offer guaranteed or unconditional confidentiality. If a child discloses any information relating to their own safety or that of any other young person, the Head Teacher must be informed immediately.
- All staff are strongly encouraged to attend Merton's Safeguarding Children training.

### 4.3.4 Insurance

- A Service Provider is responsible for indemnifying against injury to their staff and participants, loss and damage to any property occurring as a result of these activities.
- A Service Provider will be expected to provide evidence of Public Liability Insurance prior to the let and/or shall pay to utilise an extension to the school's insurance.

### 4.3.5 Environment

- Hillcross Primary School values its position within the wider school community. All Hirers and visitors are expected and required to have due regard to the entitlement of neighbours to the enjoyment of privacy and quiet.



## Hillcross Primary School

### 5 Terms and Conditions of Hire and Use

5.1 **Acceptance.** By completing and signing the application form, the Hirer:

- Accepts and agrees to adhere to all aspects of this lettings policy, including these terms and conditions.
- Accepts the responsibilities of the hirer as laid out above on behalf of their organisation or event
- Accepts responsibility for ensuring that all attendees comply with all the terms and conditions contained within this policy.

5.2 **Safeguarding/Care of children.** All children will be supervised at all times by their carers except where children are attending an organised group or care scheme. Where the latter applies, the group/care scheme will adhere to all regulations set out in the Children Act 1989, including those of registration with the relevant registering body.

5.3 **Purpose of the hire.** The school do not hire out any part of the school premises for parties covering the age range 12-21 years. **The hirer must not sub-let to another party.**

5.4 **Facilities.** No rooms, offices or facilities are to be used other than those agreed on the lettings form. The playground equipment, including the climbing equipment/trim trails, is not included under any hire agreement and must not be used.

5.5 **Licences.** Where necessary, any licenses required for alcohol, public dancing, entertainment, performance or music must be strictly adhered to. It is the duty of the Hirer to ensure they understand and are able to comply with all such regulations and requirements. A copy of the licence will be required by the school prior to the date of the let.

5.6 **Alcohol.** The hirer is responsible for the good behaviour of all associated users and ensuring that, when permitted, alcoholic drinks are consumed in moderation. The hirer must ensure that persons under 18 years of age are not sold or supplied with or consume any intoxicants.

5.7 **Damage.** The Hirer shall indemnify and keep indemnified the school and the Governing Body from and against all losses and damages arising as a result of the letting of the premises. The Hirer will pay the full cost of repair, or replacement of any fixtures or fittings that become unserviceable or unsuitable for use through damage caused by any person attending the function, whether deliberate or otherwise.

5.8 **Property.** All property brought onto the premises is done so at the sole risk of the owner. Neither the school nor the Governing Body will accept responsibility for any loss of or damage to any property owned by any person or organisation using the premises. Security arrangements are the responsibility of the Hirer. All property brought onto the premises for the purpose of the hire must be removed before the expiration of the let.

5.9 **Vehicular Access.** Where vehicular access and/or use of the car park is approved by the Head Teacher, the hirer must undertake proper stewarding and control of the area. The hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency and service vehicles. The owner of any vehicle brought onto the school grounds is responsible for any damage of injury to school property or other persons, whether connected with the school or not, caused by such vehicles or their presence on the premises.



## Hillcross Primary School

The school does not accept responsibility for damage to vehicles regardless of cause whilst within school grounds.

- 5.10 **Injury or loss.** The Hirer must take all reasonable precautions to prevent or minimise accident, injury or damage. It is a condition of the letting that immediate notice must be given to the Head teacher of any claim, accident, damage or proceedings that may give rise to a claim and that no admission of liability or negotiation should be entered into by the hirer or any of his/her representatives.
- 5.11 **Copyright.** The hirer shall indemnify and keep indemnified the school and the Governing Body against any breach or infringement of copyright, in relation to the performance of material or delivery of any work in which a copyright exists.
- 5.12 **School Gym.** The Hirer must ensure that no food or drinks are taken into the Gym and outdoor shoes are not worn. Failure to do this may result in additional costs being incurred for additional cleaning.
- 5.13 **School Equipment, including ICT resources.** Equipment belonging to the school is not to be used without prior permission, in writing, from the Head teacher. Where school resources are to be used this must be **agreed in advance** and a deposit paid. The responsibility for damage to any school property remains with the Hirer.
- 5.14 **Right of access.** The school and the Governing Body reserve all rights of access.
- 5.15 **Advertising.** Advertising for any event on school premises may only take place with the prior written permission of the Head Teacher. The school will not endorse or promote activities undertaken by external companies using the school premises, unless prior permission is granted by the Head Teacher.
- 5.16 **Alterations.** No alterations to the premises may be erected without the written permission of the Governing Body. Any authorised alterations must comply with all Health & Safety Regulations and must be removed at the expense of the Hirer. The preparation and dismantling of any alteration must be done outside of school hours.
- 5.17 **Furniture.** Any movement of furniture must be undertaken by the Hirer under the direction of the Site Manager. No furniture or apparatus is to be used without prior permission.
- 5.18 **End of let.** All lets must end at the designated time and school premises vacated within 30 minutes of the end of the let. All music and/or other noise MUST cease promptly at the end of the period of the let, and no later than 10.00 pm.
- 5.19 **Health and safety.** The hirer will ensure that all activities carried out on school premises conforms with requirements of the Health and Safety at Work Act 1974 and all relevant safety legislation. The Hirer will comply with all Health & Safety requirements mandated by the school.
- 5.20 **Public liability insurance.** The hirers must, as a condition of the proposed hiring, insure under the Local Authority's Scheme effected on behalf of the School and its Governing Body, unless the hirer is able to provide proof of comparative insurance. The premium rate in respect of the insurance indicated below is 10% of the hiring fee.

The Hirers insurance covers the Hirers liability for those sums which the Hirer may become legally liable to pay as damages (including claimants' costs and expenses). Any such claims must have arisen out of the activities of the Hirer and are subject to the following:

- Legal liability subject to an indemnity limit of £10,000,000
- Accidental damage to the premises or the contents of the premises – limited to £1,000,000.



## Hillcross Primary School

- The first £500 of any claim for damage to the premises or the contents is met by the Hirer unless that damage is caused by fire or an explosion.
- The insurance details are:
- Policy number: TP-01E223-0183
- Insurer: Zurich Municipal
- Insured: individuals and organisations hiring Educational (including Voluntary Aided schools) premises owned by LBM.

5.21 **Behaviour.** The hirer is responsible for the behaviour of all persons organising or attending the Function and in particular for leaving the site in a quiet and orderly fashion by the time stated in the letting agreement. The hirer shall be liable for any costs incurred by Hillcross Primary School, or any third party, resulting from any actions of any person organising or attending the function.

5.22 **Contact.** A named contact person must be made known to the Site Manager and SBM at the start of the let.

5.23 **Maximum numbers attending.** Health and Safety considerations restrict the school hall to a maximum of 120 people at any function.

5.24 **Litter.** Hirers are responsible for ensuring all litter is cleared away and removed from school premises.

5.25 **Smoking and Vaping.** Smoking and vaping is not permitted within any of the school buildings and grounds, in accordance with the Statutory Instrument 2006 No. 3368. The Smoke-free (Premises and Enforcement) Regulations 2006, which came into force in England from the 1<sup>st</sup> July 2007.

5.26 **Outdoor shoes/Stiletto heels.** No outdoor shoes, stiletto heels or objects that could damage the flooring are permitted in the gym.

5.27 **Car Parking.** Where car parking has been agreed, the hirer must undertake the proper stewarding and control of the parking area. All vehicle parking must be confined to the designated parking area at the Ashridge Road entrance to the school. Access for cars via the Monkleigh Road gate is strictly prohibited and parking is not permitted on the playing field (except at a car boot sale). The Hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles.

5.28 **Additional costs.** It is the responsibility of the Hirer to ensure the premises are left a clean and tidy and any contents temporarily moved from their usual positions properly replaced. The premises should be in the same condition in which they were found. This includes all outside areas as well as indoor areas. The Hirer will be liable for any costs incurred by the school for cleaning, caretaking or other expenses as a result of the premises not being satisfactorily cleared after the letting.

5.29 **Access for school staff.** The governing Body reserves the right to appoint a representative to attend any letting and monitor the use of the schools facilities. The Hirer shall allow any member of the school staff (or other representative appointed by the Governing Body) to be admitted to any function to ensure compliance with the conditions of the let.

5.30 **Gifts.** No school staff are permitted to accept hospitality gifts, either cash or in kind, at any time. We request that no gifts of this nature are offered.

5.31 **Pets.** No pets shall be permitted on school premises (this excludes registered guide dogs and those pets that belong to the school community).

5.32 **Site management.** The Outer London Borough's Caretaker's agreement does not require weekend working. Weekend lettings can only be accepted when the Site Manager is prepared to undertake the additional duty.



## Hillcross Primary School

5.33 **Contravention of terms and conditions.** If any of the above terms and conditions are contravened, the Governing Body reserves the right to cancel this and/or future lettings, with no compensation or refund.

5.34 **School events.** At certain times during the school year, the school/Friends of Hillcross will run events on the school premises to the benefit of the school which may require the use of the area you usually hire. These dates will be notified to you as far as possible in advance, and where possible, an alternative location within the school will be provided.

5.35 **Other Hirers.** The school reserves the right to let any other part of the school premises/grounds to another user during the period of hire.

5.36 **Nut-free School.** Please note that we are a nut-free school and no products containing nuts should be brought onto school premises.

5.37 Where the hirer is a service provider, the hirer must complete the following:

- Confirm that the hirer follows safer recruitment best practice when employing staff.
- Confirm that all staff are suitably qualified and have undergone an enhanced DBS check within the last three years
- Confirm that all staff have read and signed to say that they have understood the most recent version of Keeping Children Safe in Education.
- Confirm that all staff have had Child Protection Training and receive regular updates and refresher training.
- Confirm that the hirer has a complaints procedure that has been drawn up in line with best practice and have supplied/will supply a copy of this to the school.

## 6. Cancellation

### 6.1 Cancellation by the Hirer

6.1.1 The Governing Body via the School Business Manager must be notified of any cancellation at the earliest possible opportunity.

6.1.2 Where notification of cancellation has been received at least 4 weeks prior to the date of the let, the letting fee will be refunded in full a part from a set administration charge of £10 which will be retained to cover administrative costs.

6.1.3 Where notification of cancellation has been received up to 21 days prior to the date of the let, the Hirer will be entitled to a 50% refund only.

6.1.4 Where notification of cancellation is received less than 48 hours prior to the date of the let no refund will be given.

### 6.2 Cancellation by the School

6.2.1 The Governing Body reserves the right to cancel any letting, (whether confirmed or not), without prior notice and without compensation or refund, if:

- It suspects that any of the terms and conditions of hire or use have been broken by the hirer, or any person organising any function or event.
- Any conditions of this policy or those printed on the application form have been broken or are likely to be broken, by any person attending any function or event, or connected with the function or event in any way.
- Any damage has been caused to the premises.
- Any breach of licensing conditions occur.





## Hillcross Primary School

6.2.2 The Governing Body also reserves the right to cancel any letting if:

- The premises are required by anybody or person having a statutory right to use them.
- The school is closed or becomes closed.

6.2.3 In the event of cancellation by the school (for the reasons defined in paragraph 6.2.2 above), any fees paid in respect of the letting will be refunded. The Governing Body will endeavour to notify the Hirer at the earliest possible opportunity, 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:**

- The above conditions apply for cancellation of all or part of a letting.
- Where the Hirer makes a permanent cancellation during the course of a letting agreement, the Governing Body reserves the right to determine whether any refund should be offered, and the amount thereof. No compensation will be available. The administration charge will still stand.

## 7 Administration of Lettings

7.1 **General.** The Governing Body is not in a position to personally vet every applicant or organisation who wishes to make use of the school premises. Accordingly, it has delegated the authority to accept applications for hire to the **Head Teacher**.

7.2 **Application.** All hiring of the schools premises, including those for which no charge is made, must be properly documented. Thus, applications for premises lettings will only be considered on presentation of a completed application form to the school. Note that a receipt of a completed application form **does not** guarantee that a letting will be accepted.

In addition, all Hirers will receive a copy of this Lettings Policy and Safeguarding Information. The hire agreement is complementary to the application form. The hire agreement is a contract which the Governing Body may enforce as law governed by the Laws of England and Wales.

The school will conduct due diligence checks prior to final facility/letting agreement.

7.3 **Confirmation.** Where the application for a letting is accepted, the Hirer will be sent a 'confirmation of booking' and an invoice to cover the letting fee and any returnable deposit required.

7.4 **Fees.** Letting fees will be set at a level to ensure that the income taken covers the costs (lighting, heating, staffing, waste disposal charges, cleaning etc.) of the activity.

*Note: The Parent Teacher Association (PTA) of Hillcross Primary School will be exempt from any charge in respect of fundraising activities, or social events benefiting pupils and/or their families. PTA and in-school events will be given precedence over any external lettings.*

7.5 **Payment.** The letting invoice should be paid, in full, 28 days prior to the date of the letting and ensure that they receive a receipt of payment. This will provide confirmation of the letting agreement. Failure to pay the invoice within this time will result in the letting becoming void.

7.6 **Deposit.** The Governing Body reserves the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition incurring additional costs for cleaning, caretaking or other expenses. Deposits must be paid immediately within 72 hours of the date the booking has been agreed. Failure to pay the deposit within this time will result in the letting becoming void. (The standard damages deposit will be £100 payable in advance).





## Hillcross Primary School

- 7.7 **Variations.** The governing body has delegated the authority to the Headteacher to vary the terms and conditions on which the school premises are hired to either individuals or organisations, or to deviate from the published charging policy.
- 7.8 **Value Added Tax.** The governors are required by law to apply Value Added Tax (VAT) to all transactions where this is appropriate.
- 7.9 **Minimum Charges.** The minimum hire period will be one hour after school, or two hours evenings and weekends.
- 7.10 **Payment methods.** The Governing Body is required to protect the school from bad debt. Accordingly, payment is required at the time of booking. Cheques are acceptable, but bank transfers are preferred. An official receipt will be issued for all payments.
- 7.11 **Extension of Credit.** The Governing Body may grant credit to bona fide local organisations and individuals where they are satisfied that these are creditworthy. In all cases, the Governing Body reserves the right to withdraw credit facilities at any time. Where credit is extended, an official school invoice will be issued at the time of booking. The Governing Body will not normally grant credit for lettings where the invoice value is less than fifty pounds (£50). The Governing Body has delegated the approval of credit facilities to the **Head Teacher and School Business Manager**, who will maintain a list for the guidance of administrative staff.
- 7.12 **Alteration of arrangements.** Any requests for amendments to the letting must take place at least 14 days prior to the date of the let. The hirer must not presume that any amendment will be automatically agreed. Confirmation of any amendments will be sent to the Hirer in writing.
- 7.13 **Rights of Access.** The Governing Body will not normally insist on a representative being present throughout the event. However it reserves the right of access at all times.

## 8 Complaints Procedure

- 8.1 If the school wishes to make a complaint regarding a letting:
- A representative of the Governing Body will 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.
- 8.2 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 be investigated by a representative of the Governing Body (normally the Head Teacher) and a written response will be sent to the complainant within 10 working days.
  - Further correspondence received about the same complaints will be placed on the agenda of the next Business committee meeting.
  - A response will be sent by the Chair of the Committee.
- 8.3 Where action by the Hirer is required in response to a complaint received by the school:



## Hillcross Primary 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/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 will inform the Hirer of the outcome of any such appeal, in writing.

### 8.4 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 a further 5 working days it will be placed on the agenda of the next Business 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 will send a written response to the Hirer.

### 8.5 Appeals

8.5.1 If the Hirer has a letting agreement withdrawn or terminated, they have a right to appeal to the Governing Body.

8.5.2 The appeal should be made in writing and will be presented at the next full Governing Body meeting.

8.5.3 The Hirer will be informed of any action and/or decision taken by the Governing Body.

8.5.4 The Governing Body's decision is final.

## 9 **Review of Policy**

9.1 The Business Committee will review the policy and hire charges annually in **the Spring term**.

9.2 The Governing Body reserves the right to review and amend the table of hire charges, contained in Appendix 5, independently of the planned annual review cycle of this document.

### **Equality Impact Assessment**

Under the Equality Act 2010 we have a duty not to discriminate against people on the basis of their age, disability, gender, gender identity, pregnancy or maternity, race, religion or belief and sexual orientation. We are committed to treating all members of the school community fairly and challenging negative attitudes about disability and accessibility and to developing a culture of awareness, tolerance and inclusion. This policy has been equality impact assessed and we believe that it is in line with the Equality Act 2010 as it is fair, it does not prioritise or disadvantage any member of the school community and it helps to promote equality and accessibility at our school. The curriculum is planned to be inclusive and meet the needs and interests of a full range of learners. Activities and resources will be differentiated and adult support used to ensure that children access the curriculum and make the best possible progress.



## Hillcross Primary School

### **Safeguarding Commitment**

The school is committed to safeguarding and promoting the welfare of children, in line with the most recent version of Keeping Children Safe in Education, and expects all staff and volunteers to share this commitment. We take seriously our duty of care to our pupils and staff which includes safeguarding them from the risk of being drawn into terrorism - this includes not just violent extremism but also non-violent extremism, which can create an atmosphere conducive to terrorism and can popularise views which terrorists exploit. We work closely with social care, the police, health services and other services to promote the welfare of children and protect them from harm. Radicalisation is recognised as a specific safeguarding issue and is addressed in line with the Government Prevent Strategy and The Counter-Terrorism and Security Act 2015.

### **Privacy Policy**

Hillcross School is committed to ensuring protection of all personal information that we hold. We recognise our obligations under the GDPR and Data Protection act 2018. Our practice is documented in our Data Protection Policy.

### **Monitoring and Evaluation**

**Written and Approved by Staff/Parents/Pupils/Governors:** March 2016

**Reviewed:** March 2020

**Date of next review:** March 2021

### **Appendix 1**



## Hillcross Primary School

# Lettings Schedule of Charges

### Standard Charges

Hall	£35 per hour
Gym	£35 per hour
Studio Hall	£35 per hour
Playground	£35 per hour
Playing Field	£35 per hour
Multi-Purpose Sports Arena	£35 per hour
Training/Conference Room : 10 people	£35 per hour
Training/Conference Room : 30 people	£35 per hour

*A combination of the above can be let. The governing body has delegated the authority to the Head Teacher to deviate from the published charging policy as appropriate. Community Let charges will be agreed by arrangement with Head Teacher.*

#### **Occasional Lets**

The hiring fee plus a refundable deposit of £100 are payable on confirmation of the booking and in advance of the letting taking place.

The period of hire must include set up/clearing time.

#### **Public Liability Insurance premium**

Unless the hirer is able to provide proof of public liability insurance there is an insurance premium fee of 10% of the hiring fee. This will be passed to London Borough of Merton.

#### **Additional Fees**

The Hirer shall be responsible for leaving the Premises and surrounding area in a clean and tidy condition and any contents temporarily removed from their usual positions properly replaced, if this condition is not complied with the School shall at its discretion make an additional charge.



**Hillcross Primary School**  
**APPLICATION FORM for OCCASIONAL LETS**

Please complete this application form and return it to:

Hillcross Primary School, Ashridge Way, Morden SM4 4EE or email to [lettings@hillcross.merton.sch.uk](mailto:lettings@hillcross.merton.sch.uk)

Name: \_\_\_\_\_

I apply on behalf of:

Company/provider:

Address :

Day Time Telephone No:

Alternative Telephone No:

Email Address:

to hire the facilities of Hillcross Primary School.

**Section A: FACILITIES/ACCOMMODATION REQUIRED**

Please indicate which accommodation is required. A combination of the below can be hired.

- |  |                          |                               |                          |
|--|--------------------------|-------------------------------|--------------------------|
| Hall   | <input type="checkbox"/> | Playground                    | <input type="checkbox"/> |
| Gym  | <input type="checkbox"/> | Playing Field                 | <input type="checkbox"/> |
| Studio Hall  | <input type="checkbox"/> | Multi-Purpose Sports<br>Arena | <input type="checkbox"/> |
| Training/Conference Space up to 10 people (The PPA Room) | <input type="checkbox"/> |                               |                          |
| Training/Conference Space up to 30 people (The Orchard)  | <input type="checkbox"/> |                               |                          |

*A combination of the above can be let – please see Schedule of Charges attached.*

**Section B: Period of Hire**

Date(s) required:

Times required:

School premises to be open between (for setting/clearing up purposes):



## Hillcross Primary School

Type of function:

Number of participants:

### Section C: Consumption and Sale of Alcoholic Drinks

Please answer the following:

Do you wish to bring alcoholic drinks be brought onto the premises?  
(if Yes, see 1 below)

Yes

No

Do you wish to sell alcoholic drinks on the premises?  
(if Yes, see 1& 2 below)

Yes

No

*Supplementary Information:*

1. Alcoholic drink may not be brought onto, consumed or sold on school premises during or in connection with a letting unless prior approval is obtained from the Governing Body. Approval will not be given if scheduled youth activities are taking place on the premises at the same time as the letting.
2. A licence must first be obtained from the Local Magistrates if intoxicating drink is to be sold on the premises.

### Section D: Payment

1. The hiring fee will be agreed once the application has been made. The governing body has delegated the authority to the Head Teacher to deviate from the published charging policy as appropriate. Community Let charges will be agreed by arrangement with Head Teacher.
2. The hiring fee plus a refundable deposit of £100 are payable on confirmation of the booking and in advance of the letting taking place.
3. If you do not have public liability insurance, a charge of 10% of the hiring fee will need to be paid. This is passed on to the local authority.

By signing this form, I on behalf of

\_\_\_\_\_ (*name of individual/organisation*) accept the terms and conditions of hire of the school premises/grounds as set out in the Hillcross Primary School Lettings Policy and the Terms and Conditions of Hire and Use document.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Address of Applicant: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Mobile Telephone No: \_\_\_\_\_

Home/Work Tel. No: \_\_\_\_\_



# Hillcross Primary School

**For Hillcross Primary School use only:**

## **HIRE AGREEMENT**

### **PAYMENT**

The hiring fee plus refundable deposit are payable on confirmation of the booking and in advance of the letting taking place. Cheques should be made payable to Hillcross Primary School.

Hiring Fee                                      £ \_\_\_\_\_                                      (please see schedule of charges)

Plus, Insurance Fee                                      £ \_\_\_\_\_                                      (If you do not have public liability insurance a charge of 10% of hiring fee- this is passed onto the Local Authority)

TOTAL FEE                                      £ \_\_\_\_\_

Payment to be made on a half termly basis, in advance, by BACs Hillcross Primary School sort code: 30-99-66 (Lloyds Bank) Account number: 02313185 or by cheque made payable to Hillcross Primary School.

### **Governor Response to alcohol request**

Approved/Declined by: \_\_\_\_\_

Date: \_\_\_\_\_

### **Alcohol Licence**

Seen by: \_\_\_\_\_

Date: \_\_\_\_\_

**Due diligence Check** completed by: \_\_\_\_\_ Date: \_\_\_\_\_

**Let agreed by:**

Signature of Head Teacher: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Name of employee responsible for opening/closing school \_\_\_\_\_





# Hillcross Primary School

## Appendix 3

### APPLICATION FORM for REGULAR LETS

Please complete this application form and return it to:

Hillcross Primary School, Ashridge Way, Morden SM4 4EE or email to [lettings@hillcross.merton.sch.uk](mailto:lettings@hillcross.merton.sch.uk)

Name: \_\_\_\_\_

I apply on behalf of:

Company/provider:

Address:

Day Time Telephone No:  
Alternative Telephone No:  
Email Address:

to hire the facilities of Hillcross Primary School.

#### **Section A: FACILITIES/ACCOMMODATION REQUIRED**

Please indicate which accommodation is required. A combination of the below can be hired.

Hall	<input type="checkbox"/>	Playground	<input type="checkbox"/>
Gym	<input type="checkbox"/>	Playing Field	<input type="checkbox"/>
Studio Hall	<input type="checkbox"/>	Multi-Purpose Sports Arena	<input type="checkbox"/>
Training/Conference Space up to 10 people (The PPA Room)	<input type="checkbox"/>		
Training/Conference Space up to 30 people (The Orchard)	<input type="checkbox"/>		

*A combination of the above can be let – please see Schedule of Charges attached.*

#### **Section B: Period of Hire**

Date(s) required:

Times required:  
  
School premises to be open between (for setting/clearing up purposes):



## Hillcross Primary School

Type of function:

Number of participants:

Where the hirer is a service provider they must confirm the following:

	<b>Please tick to verify the following requirements are in place and that you understand them.</b>	<b>Seen by school (Initials)</b>
<b>Confirm that all staff are suitably qualified and have undergone an enhanced DBS check within the last three years.</b> <i>Please note original certificates to be sighted by Hillcross Primary School.</i>	(Please write the DBS numbers and its issue date in the column to the right).	
<b>Confirm that a certificate of Employers Public Liability Insurance is held.</b>		
<b>Confirm that all staff have the right to work in the UK</b>		
<b>Confirm that identity checks for all staff have been carried out.</b> <i>(Photo ID must be sent to school)</i>		
<b>Confirm that all staff have read and signed to say that they have understood the most recent version of Keeping Children Safe in Education.</b>		
<b>Confirm that all staff have had Child Protection Training and receive regular updates and refresher training.</b>		
<b>Confirm that the hirer has a complaints procedure that has been drawn up in line with best practice and have supplied/will supply a copy of this to the school.</b>		

### Extra – curricular clubs:

- ✓ It is the clubs responsibility to inform the school which children will be attending the club and to notify them of any changes to this during the term.
- ✓ It is the responsibility of the club to obtain parents/guardian contact details; medical details; dietary requirements and any other information they need. *This is only relevant for those clubs that take external bookings.*
- ✓ It is the clubs responsibility to take a pupil register at the beginning of each session and to notify the school if any pupil does not attend.
- ✓ It is the club’s responsibility to have trained first aiders and provide own first aid kit.
- ✓ It is the responsibility of the club leader to dismiss the children from the agreed dismissal point and ensure that each child is collected by their parent/guardian or released to The Copse (after school club).
- ✓ Late collection: It is the club’s responsibility to contact the parent/carer and wait with the child.
- ✓ The club must inform the school with as much notice as possible and no less than one week before if they are inviting parent’s/guardians in to see a match/performance/show.



## Hillcross Primary School

- ✓ If running a Before School Club: The club leader must collect all the children from the front office at 7:50am and escorts them into the school. At the end of the session they should dismiss the children from within the school so that the children are in class no later than 8.45am. After this time child must be registered at the school office.

### Section C: Consumption and Sale of Alcoholic Drinks

Please answer the following:

Do you wish to bring alcoholic drinks be brought onto the premises? Yes  No   
 (If Yes, see 1 below)

Do you wish to sell alcoholic drinks on the premises? Yes  No   
 (If Yes, see 1& 2 below)

#### Supplementary Information:

- Alcoholic drink may not be brought onto, consumed or sold on school premises during or in connection with a letting unless prior approval is obtained from the Governing Body. Approval will not be given if scheduled youth activities are taking place on the premises at the same time as the letting.
- A licence must first be obtained from the Local Magistrates if intoxicating drink is to be sold on the premises.

### Section D: References

References will be taken up prior to agreeing the Let - please provide details of 2 referees, who can be approached to provide a reference of suitability to let the premises.

Referee One	Referee Two
Name:	Name:
Address:	Address:
Telephone Number:	Telephone Number:
Email Address:	Email Address:

### Section E: Safeguarding

The Hirer will ensure that no person involved in the activity for which the hiring is made will have access to vulnerable adults or to children unless the relevant Disclosure Barring Service (DBS) clearance has been obtained.

The school Designated Safeguarding Lead (DSL) is the Headteacher. The deputy DSL's are the Deputy Headteacher and the two Assistant Headteachers. If a club leader has a concern about child protection they must inform one of the DSLs immediately.

By signing this form, I on behalf of

\_\_\_\_\_ (name of individual/organisation) accept the terms and conditions of hire of the school premises/grounds as set out in the Hillcross Primary School Lettings



## Hillcross Primary School

Policy and the Terms and Conditions of Hire and Use document. I confirm I have read and understood the Safeguarding Information provided and that this will be shared with all staff.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Address of Applicant: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Mobile Telephone No: \_\_\_\_\_ Home/Work Tel. No: \_\_\_\_\_

### **For Hillcross Primary School use only**

#### **PAYMENT**

**Hiring fee** (calculated in accordance with Hillcross Primary School Lettings Schedule of Charges):

\_\_\_\_\_  
Payment to be made on a half termly basis, in advance, by BACs Hillcross Primary School sort code: 30-99-66 (Lloyds Bank) Account number: 02313185 or by cheque made payable to Hillcross Primary School.

#### **Certificate of Public Liability Insurance**

Seen by:

Date:

#### **Governor Response to request re Alcohol**

Approved/Declined by:

Date:

#### **Alcohol Licence**

Seen by:

Date:



## Hillcross Primary School

**Due diligence Check** completed by: \_\_\_\_\_ Date: \_\_\_\_\_

**Name of employee** responsible for opening/closing school \_\_\_\_\_

**Let agreed by:**

Signature of Head Teacher: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

**Review date** \_\_\_\_\_