



# Lettings Policy

Vice Principal - Business

FINANCE AND PERSONNEL COMMITTEE

### Review History

Reviewed	Adopted	Determined	Cycle	Review	Notes
Aut-14	Aut-14	Aut-14	3	Aut-17	
Aut-11	Aut-11	Aut-11	3	Aut-14	
Oct-09	Nov-09	Dec-09	3	Aut-12	Reviewed Early – Aut-11



### **PLEASE READ ALL OF THIS POLICY CAREFULLY - YOU WILL BE BOUND BY THESE CONDITIONS**

#### **COOPERS SCHOOL**

HAWKWOOD LANE  
CHISLEHURST  
KENT  
BR7 5PS

Principal: Mrs S Puxty

Premises Manager: Mr P Fawcett

#### **Lettings objectives**

School premises may be let out to:

- Generate income for the School.
- Better integrate the School into the local community

The charging schedule detailed below seeks to welcome our community in to use our facilities, therefore increasing access, lettings and engagement.

**Standard letting:** Organisation has no link to School and wishes to obtain a straightforward letting of facilities. Normal rates and terms and conditions should apply.

**Affiliated letting:** The organisation or club wishes to obtain a letting but is prepared to make a limited contribution to the life of the School or our students. This could include a sports club offering free 'scholarship' places to Coopers' students, or offering to run one workshop per term on dedicated learning day. Organisations with an affiliation to Coopers would receive reduced lettings rates.

**Community letting:** The organisation or club makes little profit, is just starting out, or wishes to form a strong partnership. The organisation would need to offer like for like time commitments in order to receive free lettings. For example, a gymnastics club uses the sports hall for two hours on Wednesday evening with the use of a premises manager. In return School receive two hours of high quality gymnastics coaching per week, either in School time as a dedicated enrichment activity, or as a regular School weekend or holiday activity scheme.

#### **Priority Usage**

The Governors have adopted the following categories of priority user:

- i. Statutory users
- ii. User groups approved by Governors
- iii. Private users

#### **Health and Safety**



The requirements of the Health and Safety at Work Act 1974, and other legislation including, in particular, the management of Health and Safety at Work Regulations 1999 and Occupiers Liability Acts 1957 and 1984 apply to all lettings. All Hirers must comply with the School health and safety requirements detailed in the conditions of hire.

### **Terms and Conditions of Hire**

#### **Application**

All correspondence and applications for the hire of any part of the School, including the land within its ownership or control (“the premises”) or any of its facilities are to be made in writing directly to the Principal or the Premises Manager.

Coopers (“the School”) reserves the right to call for further particulars about any proposed letting and the person or organisation applying for the letting (“the Hirer”) and to inspect the premises at any time.

#### **The Hirer**

The Hirer must be over 18 years of age and must be the person signing the application. If the application is made by a corporation, the person signing must be duly authorised to sign.

The Hirer shall be responsible for:

- i. The payment of all charges and other costs of the letting (“charges”) and
- ii. The observance and performance in all respects of these terms and conditions of hire.

All applications for the hire of Coopers facilities shall be made to the Principal or Premises Manager on the application form. The person who signs the form must be over 18 years of age. The Principal and Premises Manager reserve the right to refuse any application or to cancel a letting, or to attach specific conditions to a hiring.

#### **Cancellation by the School**

The Principal or Premises Manager reserve the right at their absolute discretion to cancel a booking should they

- require the use of the facility owing to unforeseen circumstances or in an emergency or for a parliamentary or municipal election
- be of the opinion that the letting is likely to prove objectionable or undesirable
- be of the opinion that the facilities are unfit for use
- have failed to receive payment from the Hirer before the letting is due to commence

or for any other reason beyond reasonable control.

Any charges paid will be refunded, although the School will not be responsible if facilities are unusable or unplayable due to severe weather conditions. Hirers are recommended to insure themselves against such eventualities. The School shall not be liable for any loss whatsoever sustained, any claim for compensation or costs or expenses incurred, by the Hirer or in anticipation, or arising directly or indirectly out of any such cancellation by the School.

#### **Cancellation by the Hirer**

Any cancellation by the Hirer must be notified in writing to the Principal or Premises Manager. Any charges paid will not be refunded.

#### **Temporary Closure**

In the case of any breakdown or failure of the supply of gas, water or electricity, fire, leakage of water or any accident or occurrence whatsoever rendering necessary the temporary closing of this facility or any interruption due to any repairs



or renewals consequent upon any such breakdowns etc., the Hirer agrees the School shall not be liable for any loss or claims arising from such closure.

### **Sub-Letting**

The Hirer shall not assign the benefit or burden of any interest he/she may have in the hire of the facility or any part thereof or sub-let the facility.

### **The Limit of Admission**

The number of persons to be admitted by the Hirer shall be no more than agreed with the School. This includes persons in the main hall and persons in individual rooms and the Hirer shall keep a record of the number of persons admitted to be available for inspection at all times during the use of the facility.

### **Domestic Animals**

No dog, cat or other animal shall be allowed to enter the premises without the written permission of the Principal or Premises Manager. Guide dogs are exempt from this condition.

### **Charges and Payment Terms**

The Parent Teacher Association shall use the premises free of charge, as long as a certificate of insurance for public liability cover is provided for £10 million. Otherwise a nominal fee will be charged plus 10% to purchase the School's insurance cover.

In accordance with the scale of charges in operation at the date of use, an invoice will be raised and payment must be made within 20 days of the invoice date, by cheque payable to 'Coopers School'. All bookings are to be made in advance of the booking taking place. Failing to adhere to this will lead to the letting arrangement being cancelled. If a long term let is in place, then arrangements should be in place to make regular payments prior to the start of each half term.

Any amendments to this condition must be agreed in writing with the Principal or Premises Manager.

Fees for hiring School premises shall be in accordance with the scale of charges determined by the Governing Body, subject to revision as the Governing Body see fit. Further charges may be levied if additional costs are incurred as a direct consequence of the letting. The Governing Body reserves the right to vary its rates in any year.

The School reserves the right to charge for lettings which overrun the agreed time for double the hourly rate for that letting.

The School reserves the right to charge for cleaning where the premises are left in a state which requires additional cleaning above that normally required.

### **Damage**

The Hirer shall ensure that no loss or damage is caused to the facility on hire or any part of it, or to the equipment, apparatus or furniture belonging to it. Any accidental breakages and/or damages to the building, equipment and/or grounds should be reported to the Premises Manager. The Hirer shall pay to the School on written demand the cost of reinstating, repairing or replacing any part of the facility or equipment, apparatus or furniture which may be lost or damaged during the course of or in connection with the hiring; the amounts of such cost to be certified by the School whose decision shall be final and binding.

### **Good Order**

The Hirer shall be responsible for good order being kept throughout the period of the hiring and shall ensure that members of the group do not cause nuisance or problems to other users of the building/site or to local residents. The School has a number of local neighbours so the Hirer must ensure that all guests leave the site in a quiet and respectful



manner. The Hirer is also responsible for any damage (including graffiti) to neighbouring properties caused by guests. Failure to comply will result in the Hire Agreement being revoked and the School may charge the Hirer for any expense incurred trying to preserve order.

Hirers intending to play music shall consult the Premises Manager about appropriate noise levels and noise management. When music is played, the Hirer shall be responsible for keeping sound volume to a reasonable level.

In carrying out the activities, the Hirer will agree at all times to abide by the reasonable instructions of the School staff and any written regulations notified to the Hirer which shall be deemed to be incorporated into these terms and conditions of hire. In the case of youth and junior organisations, a responsible adult must be in charge for the period of hire. If the hiring finishes early a responsible adult must remain on the premises until a member of the site and premise team arrives.

### **Hawkers and Vendors**

No unauthorised vendor, collector, hawker or canvasser shall be admitted to the School.

### **Licences**

The Hirer shall notify the Principal or Premises Manager, at the time of making the booking, of any activities or functions that require a licence. The Principal or Premises Manager shall advise the Hirer at the time of making the booking of those permitted activities covered by the School's existing Premises licence. Any licensable activities not covered by the School's Premises Licence will not be permitted unless a Temporary Event Notice is obtained from the Council by the Hirer in advance with the consent of the Principal or Premises Manager.

The Hirer shall ensure that all necessary licences are obtained before the function or activity takes place.

### **First Aid and Fire Safety**

The Hirer shall be responsible for the provision of first aid cover and shall confirm what arrangements are in place for first aid cover with the Principal or Premises Manager. The Hirer shall ensure that members of the group are aware of the fire safety requirements and procedures, including the location of fire exits and the drill in the event of a fire. The Hirer shall familiarise him or herself with the location of any fire alarm or fire fighting equipment.

### **Lost or Damaged Property**

The School will not accept responsibility or liability in respect of any loss or damage to any property or articles placed or left upon the premises by or on behalf of the Hirer or any other person. Hirers are advised to take out individual insurance to cover contents.

### **Hirer's Goods and Equipment**

Hirers shall provide their own goods and equipment unless other arrangements have been agreed with the Principal or Premises Manager. Any hired equipment being brought onto the premises can only be used with the prior agreement of the Principal or Premises Manager. Hirer's goods, equipment or property may only be stored with prior consent of the Principal or Premises Manager. Any such property or equipment shall be stored entirely at the risk of the owner and the School will not accept responsibility for any loss or damage to any property or equipment stored.

### **Parking**

The Hirer shall ensure that all vehicles, including bicycles, are parked in the parking spaces provided for the purpose and shall not be driven or taken into any other part of the premises. The School does not accept liability for loss or damage to any vehicle, including bicycles, or its contents when parked on the premises. No vehicles are allowed on the grassed areas.



### **Modification of Conditions**

The Principal or Premises Manager reserve the right to modify or vary any of these conditions or regulations or to impose special conditions where the nature of an application in their opinion so demands.

### **Bye-Laws**

The Hirer must comply with all bye-laws and statutory requirements relating to the Premises or the purpose of hire.

### **Indemnity and Insurance**

The Hirer shall indemnify the School from and against:

- all claims, demands, actions and proceedings and any loss, damage or injury which may be brought against or suffered by the School arising from or in consequence of the non-performance of any of these conditions of hire, or for any act of neglect, default or admission by the Hirer, his agents or servants
- all claims, demands, actions, proceedings in respect of the death or the injury howsoever and by whatsoever cause to any person which shall occur or arise from any accident or occurrence shall happen while such person is in or upon any part of the premises during the period of hire or in respect of any loss or damage suffered or sustained by any person in consequence of such death or injury.

All hires shall ensure that they are covered by public liability insurance for the period of hire (£10 million minimum cover). Those Hirers who are unable to produce a cover note to this effect will not be permitted to use the premises and their booking will be cancelled.

### **Complaints**

Any complaints with regard to the management or control of the premises must be made in writing to the Principal or Premises Manager.

### **Alterations, Fittings and Decorations**

The Hirer shall make no alterations or additions to the lighting, heating, fittings, fixtures and other arrangements on the premises. No nails, screws, or similar fastenings will be permitted to be fixed to any part of the building without prior permission of the Principal or Premises Manager.

The Hirer shall only use those parts of the School (including agreed access points) and items of equipment or materials belonging to the School that have been expressly authorised in writing by the School to be used by the Hirer. This equipment or furniture should not be moved except by prior arrangement with the School and should be returned to its original position before the end of the letting.

### **Cleaning Requirements**

Hirers shall clear away, tidy and clean up any mess caused, and all hired spaces should be left in the same condition that they were found in. Because of health hazards, all Hirers are asked to remove all waste food from the premises after their letting and dispose of it in the correct bin. The School operates a recycling policy and, where waste can be recycled, Hirers agree to dispose of waste in the recycling bins provided. Any additional costs incurred by the School due to additional cleaning requirements following a letting will be charged to the Hirer.

### **Fire Doors**

The fire doors in the School must remain closed at all times except in cases of emergency. Internal and external access to the fire doors should be left clear at all times.

### **Amendments and Additions**

The Principal or Premises Manager reserve the right to amend the terms and conditions of hire giving 14 days notice in writing to the Hirer.



### Appendix I – Terms and conditions to be signed by Hirer

To be read, checked and signed by the Hirer prior to the commencement of hire:

#### Terms and Conditions of Hire

##### **Application**

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- all claims, demands, actions, proceedings in respect of the death or the injury howsoever and by whatsoever cause to any person which shall occur or arise from any accident or occurrence shall happen while such person is in or upon any part of the premises during the period of hire or in respect of any loss or damage suffered or sustained by any person in consequence of such death or injury.

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### **Amendments and Additions**

The Principal, or Premises Manager reserve the right to amend the terms and conditions of hire giving 14 days notice in writing to the Hirer.

Name \_\_\_\_\_ on behalf of

Name of organisation \_\_\_\_\_ (please print)

Agree to abide by and adhere to the terms and conditions of hire and understand that non-adherence will result in cancellation of the letting.

Signed \_\_\_\_\_ Date \_\_\_\_\_



### Appendix ii – Lettings Fees from January 2014

Facilities are available from 5pm – 11pm Monday to Friday during term time, and from 9am – 5pm at weekends, with the exception of the Main Hall which is available until 11pm Monday – Saturday. All facilities are available 9am – 11pm during School holidays.

Main Hall – Half Term only (Monday – Friday, 9am – 5pm)	£30 per hour (3 hours minimum hire)
Main Hall - (Monday – Saturday, 6pm – 11pm)	£35 per hour
Main Hall - weekend 9am – 5pm	£35 per hour (3 hours minimum hire)
Use of Grand Piano	£50 per day
Gym 1/ 2/ Fitness room	£30 per hour
Drama/ Dance studio	£30 per hour
Sports Hall	£43 per hour
Football pitch (no flags/nets)	£33.50 per hour
Classroom	£18 per hour
Computer suite (CLIC, Language Lab, Media lab)	£32 per hour