



**Kingston Community School
Lettings Policy**

Approved Date			
Review Date			
Signed (Headteacher)		Name	Alison Cramp
Signed (Chair of Local Governing Body)		Name	
Signed (Company Secretary)		Name	



Kingston Community School

Lettings Policy



Conditions of Letting

1. Use of premises must be restricted to the use and accommodation specified on the letting confirmation.
2. Representatives of the School Governors shall, at all times, have free access to the premises for the purpose of inspection.
3. The School Governors reserve the right to cancel any letting.
4. The hirer shall be required to pay for any breakage, losses or damage to property arising out of the letting.
5. The School Governors shall not be responsible for the loss or damage to any property whatsoever or death or injury to any person whatsoever. Hirers may wish to provide their own insurance against their liability towards the public and their own employees in this respect.
6. The sub-letting of any premises is prohibited.
7. Licences are generally required for:
 - performing plays
 - 'public dancing, music or other public entertainment of a like kind' under the Local Government (Miscellaneous Provisions) Act 1982
 - games of bingo

Hirers must ascertain from the appropriate authority whether or not a licence is required for these uses, or for any other use to which premises are to be put, and if so, to obtain and ensure full compliance with the necessary licence if the premises are not already licensed.

8. Intoxicating liquor shall not be sold or supplied on educational premises without the express consent of the School Governors and the obtaining by the hirer of an occasional licence.
9. Under the Cinematography Act no films or materials of an inflammable nature shall be used.
10. The occupier agrees to accept full responsibility for and to indemnify the Governing Body from and against all damages, costs, expenses, claims and demands on account of any infringement of copyright in respect of the performance of a musical or other work, by way of CD players, or otherwise.

LOSS AND LIABILITY FOR DAMAGE

1. Loss. The Governing Body accepts no responsibility or liability whatsoever for the loss of or damage to the property of the occupier or of any other persons using the accommodation.
2. Occupier's liability for damage. The occupier is prohibited from doing or permitting anything, which is likely to disfigure walls or buildings and is responsible for the preservation of order during occupation.
3. Indemnity. To the extent permitted by the UNFAIR CONTRACT TERMS ACT 1977, the occupier shall save the Governing Body harmless* and keep it indemnified from and against all actions, claims, demands, costs, losses and expense which may be brought or made against it or sustained or incurred by it howsoever arising directly or indirectly out of or in connection with the permission to use the accommodation in respect of any of the following matters:
 - a. death of or personal injury to any person
 - b. loss of or damage to any property of the Governing Body
 - c. loss of or damage to any property belonging to any person other than the occupier or the Governing Body
 - d. any loss or injury which may be incurred or suffered by the occupier or by the Governing Body or by any other person and shall not make any claim against the Governing Body in respect of any said matters
 - i. The foregoing undertaking shall extend to and include all and everyone of the Governing Body's employees or agents whether now or hereafter in the Governing Body's employ. For this purpose the occupier shall be deemed to acknowledge that in respect of this condition the Governing Body is acting on its own behalf and as agent for its employees and agents as aforesaid PROVIDED that in respect of any claims or proceedings against such employees or agents this condition shall apply only to acts done or omitted to be done by them whilst acting within the scope of their employment by the Governing Body.
4. The term 'save harmless' is used to relieve the Governing Body from liability in respect of any claim the person giving the indemnity may himself have against the Governing Body as a result of or in connection with granting of the facilities.

5. The charges for accommodation includes the use of furniture only within the room. In the event of the hirer requiring additional furniture a separate charge may be made according to circumstances.
6. Lettings will take place on weekdays (Mon-Fri) not before 3:45pm and at weekends at times negotiated with the Headteacher.
7. On days when the school is in session, articles such as tables, flowers etc., may not be delivered to the school before 3:45pm, on the day of use, unless arrangements for earlier delivery are made with the Bursar/Office Manager or Headteacher. No equipment is to be brought on to the site without prior permission.
8. The hirer shall proceed to remove all chairs or other furniture, decorations and any other materials introduced into the premises, immediately after the period of hire.
9. Hirers are required to ensure that noise levels remain within the relevant guidelines and do not become excessive so as to cause nuisance to local residents.
10. The hirer is required to ensure that occupants observe Kingston Community School's no smoking policy and at no time should smoking be permitted inside the buildings, including playground areas.
11. Occupiers are asked to be aware of their surrounding and respect areas where work or equipment may be displayed.
12. Payment
 - a. Where a letting exceeds the agreed times a fee equivalent to three times the hourly rate will be charged for any hour, or part hour, thereafter.
13. Casual Lettings
 - a. At the time of booking a non-refundable deposit of 10% is required with the balance payable at least 21 days prior to the function.
14. On-going Lettings
 - a. Invoices will be given to the hirer on a termly basis and this will be expected to be paid within seven days.
15. Access
 - a. Kingston Community School will be attended by at least the Premises Officer during casual lettings even if it is only to open the school and lock it up.
 - b. Only the front main gate and main entrance will be unlocked to gain entrance. Of course all fire exits will be accessible from the inside.
16. Fire Exits / Emergency Procedures
 - a. The Premises Officer /Admin Officer / Headteacher shall give a tour showing all of the fire exits before the lettings take place.
17. There is a telephone on the reception desk if there is a need to dial emergency services.
 - a. Please can you provide your own First Aid equipment, as this is not accessible after school hours.

Signed: _____ Dated: _____
(Chair of the Finance Committee)

Signed: _____ Dated: _____
(Headteacher)

KINGSTON COMMUNITY SCHOOL APPLICATION FOR HIRE OF PREMISES



Before completing this form, the applicant should read the attached conditions governing the letting of premises. Please complete this form clearly and in BLOCK CAPITALS.

Name (of Hirer/Organisation)	
Contact Name:	
Address (of Hirer/Organisation)	
Daytime telephone number:	
Date/s required	
Time (from and to)	
Purpose for which required: (Please give full details)	

The use of the following facilities are required (please tick):
* Please remember that availability of adult furniture is limited

Hall	Classroom	Playground
Furniture: (please include what you require)		

OTHER INFORMATION	Delete as applicable
Approximate number of people involved	
Will the function include a public entertainment?	YES / NO
Will a charge be made for admission?	YES / NO
If yes, to what purpose will the proceeds be put?	Please detail
Have you applied previously for a letting of school premises?	YES / NO
If yes, is this a renewal of a regular application?	YES / NO

I agree to accept the responsibility for the arrangement for the above named function and have read and undertaken to observe the attached conditions and regulations.

I understand that should the letting exceed the times stated overleaf an additional fee equivalent to three times the hourly rate will be charged for any hour, or part hour, thereafter.

Signature of Applicant: _____ **Date:** _____

I confirm that I have been consulted and I agree to the use of accommodation as detailed overleaf.

Signature of Headteacher: _____ **Date:** _____

I confirm that I have been consulted about the use of accommodation as detailed overleaf and that I (or an assistant) will be available to undertake the extra duties involved.

Signature of Premises Officer: _____ **Date:** _____

I confirm that I have received a non-refundable deposit of £ _____ or a bond cheque equivalent to one month's total letting of £ _____. The balance of £ _____ is payable by _____ / an invoice for £ _____ will be sent to the hirer monthly.

Signature of Finance Officer: _____ **Date:** _____

Please return this form to:

**Naomi Bain
Kingston Community School
204 Acre Road
Kingston upon Thames
KT2 6EX
020 3108 0360**

This application form must be submitted at least 21 days prior to the first date required.

Kingston Community School Letting Charges for 2016/2017

Youth and voluntary groups charges to be negotiated

	Hourly rate for the first hour	Additional hours or part hours
Hall	£35.00	£35.00
Classroom	£35.00	£35.00
Playground	£35.00	£35.00