

## Lettings policy

---

### Introduction

The Governing Body (GB) regards the school and its facilities as a community asset and will make every reasonable effort to enable them to be used as much as possible.

However, the overriding aims of the GB with regard to lettings are:

- to support the school in providing the best possible education for its students;
- to maintain the good condition of the site;
- to support the community cohesion of the local area;
- to maintain the good name and reputation of the school;
- to maintain good relations with the school's neighbours;
- to support the financial interests of the school.

Any lettings will be considered with these factors in mind.

Day to day responsibility for lettings is delegated to the Co-Headeachers.

### Lettings

A *Letting* is defined as any use of the school facilities by parties other than the school and its partners.

The *Hirer* is defined as the named individual on the letting agreement and is responsible for ensuring compliance with terms and conditions and for payment of all charges in respect of the letting.

If there are any concerns about the appropriateness of a particular request for a letting the matter will be referred to the Chair of Governors who has the right to refuse a booking.

Lettings are agreed on the understanding that clients publicise their service(s) as a private concern only; they must not in any way be associated with the Fortismere name or brand.

Bookings should not be considered as confirmed until a signed letting agreement has been received.

### Charges

Charges are reviewed annually by the governing body and any changes to those charges will be effective from the subsequent 1 April. Current charges are available from the Finance Office. Payment must be made in advance of the letting.

### Cancellations

In the event of cancellation of the letting by the Hirer the following charges will apply:

Within four weeks of the letting date	25% of the total charge
Within two weeks of the letting date	50% of the total charge
Within one week of the letting date	100% of the total charge

In the unlikely event that Fortismere cancels the booking the Hirer will be reimbursed any advance payments. Fortismere School will not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any booking.

### **Safeguarding and Prevent Duty – to be read by everyone involved in lettings**

- All children and young people have the right to grow up in a safe and caring environment, which includes the right to protection from all types of abuse.
- Children and young people have the right to expect adults in positions of responsibility to do everything possible to foster these rights.

Fortismere School is committed to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that all Hirers abide by the school's requirements in respect of safeguarding. Any failure from the Hirer in this respect will result in the letting being terminated.

The Hirer must ensure that where a letting involves children and young people, they have appropriate safeguarding policies and procedures in place. This includes ensuring that appropriate Enhanced Disclosure and Barring Service checks have been carried out.

The governing body reserves the right to require the Hirer to produce evidence that appropriate checks have been carried out, to review safeguarding policies and procedures and to impose any additional requirements they consider appropriate. The governing body expect this information to be available immediately upon request. If the governing body are not satisfied they reserve the right to cancel the letting and there will be no liability to the Hirer other than to refund any payment made.

The Hirer must keep appropriate records and report to the school any safeguarding concerns which may arise during the letting.

Fortismere is committed to supporting the Government's Prevent Strategy and will comply with its duty to prevent people being drawn into terrorism and to counter extremism. Fortismere will identify risk and work with local partners to prevent radicalisation and terrorism. We will not hire or let the school to any individual or group that we feel would be in conflict with our duty under the Prevent Strategy. Fortismere expects all hirers and their representatives to share this same commitment.

### **Health and safety**

The Hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the letting. The Hirer must make themselves aware of the school's Health and Safety policy and take reasonable care of their own health and safety and all those involved in the letting. It is the responsibility of the Hirer to make their own arrangements for first aid.

The Hirer is responsible for familiarising themselves and all those involved in the letting with procedures for evacuation of the premises, escape routes, assembly points, position of fire alarms, fire-fighting equipment and telephones.

Fortismere is responsible for ensuring that the means of access or exit are safe for the use of the Hirer and that plant or equipment used by the Hirer is safe. It is the responsibility of the Hirer to inform the Site Manager of any fault, damage or other problem discovered during the letting.

The whole of the school site, including all buildings and all grounds, is a non-smoking area and smoking is not permitted at any time. No animals or pets, with the exception of assistance dogs are allowed within the buildings or on the school site.

### **Fortismere site supervision**

A Site Manager will be on duty during all lettings and can be contacted on 07517912563.

### **Terms and conditions of hire**

1. The Hirer agrees that all relevant requirements will be complied with and that all persons involved in the letting will be advised of these terms and conditions.
2. The Hirer is responsible for the supervision of the letting and must ensure that a responsible person is present on the premises at all times during the letting.
3. The Hirer is responsible for obtaining any licences necessary in connection with the letting and any activities they are running.
4. School facilities must not be used for any illegal or immoral act or purpose.
5. Use of school facilities must not interfere with educational use or cause disturbance within school or to our neighbours. The hirer is responsible for ensuring the good behaviour of all those attending the activity. Children and young people must be supervised at all times.
6. The School shall retain control and management of the site and the Hirer has no right to exclude the School from the site during the letting. Users of school facilities must not harass, abuse or threaten any person on or around the school site in any way.
7. School facilities may only be used for the purpose, length and time specified in the booking, which includes setting up and clearing away. The Hirer must ensure that only the areas hired are used.
8. The Hirer is responsible for ensuring that the letting finishes at the agreed time. Additional charges may be made for lettings that exceed the times booked.
9. No use may be made of school equipment without the prior agreement of the school.
10. The Hirer agrees that no (electrical) equipment will be used without prior approval and that the installation of the Hirer's equipment will be carried out by competent personnel. Electrical equipment must carry a current PAT test label.
11. General school policy is that we do not permit filming/photography on site. Where the school is required to be used for this purpose, prior permission must be sought from the school. All requests will be considered on a case by case basis and a decision made. In the event permission is granted, it will only be on the proviso that the school is not identified nor any of its students and staff in the filming or photography.
12. The Hirer must leave the areas used clean and tidy. Failure to do so will result in extra charges being made for cleaning.

13. The Hirer accepts full responsibility for any damage to or theft of Fortismere property that occurs during the letting. Any damage to school facilities must be reported immediately to the Site Manager.

14. Fortismere accepts no liability for any personal property or equipment brought into or left in the premises which are damaged, lost or stolen, during the letting.

15. The Hirer agrees to indemnify Fortismere against all claims, actions and liabilities arising from the use of the premises by the Hirer, apart from claims and actions arising through the negligence of the School, its servants or agents.

16. Car parking is subject to availability. Fortismere accepts no liability for any damage to or theft of vehicles parked in the car park, during the letting.

17. The Hirer is responsible for carrying out any risk assessments of the site relating to the activity they are organising and are responsible for ensuring that those attending are made aware that they do so at their own risk. This includes any risk assessments for Covid-19 that may be required. The Hirer and all individuals participating are responsible for adhering to the latest government guidelines on Covid-19 at all times.

18. The Hirer must have public liability insurance in place to protect against such funds as the Hirer may become liable to pay as compensation arising out of injury or illness to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of themselves, their servants, their agents or any person using the premises as part of the letting. The insurance cover shall provide a limit indemnity of not less than £2million. A copy of a valid insurance policy must be produced by the Hirer as part of the booking. Hirers should ensure that their public liability policy includes damage to premises under their control.

19. No relationship of landlord and tenant is created between the School and the Hirer by the agreement of a letting.

20. If the Hirer breaches any of the terms and conditions the School reserves the right to terminate the letting and retain any fees paid to the School without affecting any other right or remedy available to the school.

21. The letting will be governed, construed and interpreted in accordance with the laws of England and Wales

**Agreed by the Governing Body:** 11 July 2022

**Policy review cycle:** Annual